**Tamaskans of the Ebon Blade**

**Deposit Contract**

This agreement is made, and hereby entered into, on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, by and between Kathryn A. Beaver of Tamaskans of the Ebon Blade (hereafter referred to as “BREEDER”),

Kathryn A. Beaver

Street Address

City, State, Zip Code

USA

Phone:

Email: tamaskansoftheebonblade@gmail.com

AND

[Applicant Name] (hereafter referred to as APPLICANT), for the purpose of setting forth the terms and conditions for submitting a Deposit for the intended purchase of a Tamaskan Dog puppy.

Applicant Name

Street Address

City, State, Zip Code

Country

Phone:

Email:

By signing this contract and submitting a Deposit for the amount of **$00.00 USD**, APPLICANT declares their intent to purchase a puppy from BREEDER. APPLICANT understands that this contract is NOT the Ebon Blade Tamaskan Dog Pet Only Purchase Contract and does not represent past, current or future transfer of ownership in part or whole of any puppy from BREEDER to APPLICANT.

The Total Purchase Price for this Puppy is: **$00.00 USD**. The remainder of this amount will be due on or before the date of pick-up of the puppy assigned to APPLICANT by BREEDER, should one be available from the litter described below. Final sale is contingent upon the APPLICANT signing the Ebon Blade Tamaskan Dog Co-Ownership Contract with BREEDER.

APPLICANT has expressed their preference for which litter this Deposit shall be applied towards in the application process with BREEDER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Expected [Year])

TERMS AND CONDITIONS

This contract shall be deemed a legal and binding agreement between BREEDER and APPLICANT. The purpose of this legally binding contract is to protect the BREEDER, the APPLICANT, and most importantly, the puppy. This agreement is made and signed by both parties so as to confirm that BREEDER considers APPLICANT to meet or exceed BREEDER’s requirements necessary to purchase a puppy, and to maintain legal record of APPLICANT’s commitment to purchase a puppy from BREEDER. Should any part of this agreement be breached, the BREEDER shall be released from any further obligation henceforth. BREEDER reserves the right to refuse sale at any point in time for any reason to any person(s). BREEDER reserves the right to postpone, alter, or cancel breeding plans at any time for any reason.

Should the BREEDER need to seek legal action against the APPLICANT for violations of this agreement, the APPLICANT will assume any and all legal costs and attorney / court fees. It is further agreed that, should any dispute / arbitration occur between BREEDER and APPLICANT regarding this contract, the legal proceedings shall take place in the BREEDER’S country, state, and county of residence, in accordance with local laws.

\_\_\_APPLICANT understands and agrees that the Deposit is forfeit if BREEDER discovers information that was

purposefully or accidentally withheld by APPLICANT that would influence whether or not BREEDER considers APPLICANT to be a qualified, approved home.

\_\_\_APPLICANT understands and agrees that failure to maintain BREEDER’s requirements necessary for the purchase of a puppy by the time the puppy is old enough for pick-up by APPLICANT shall result in the Deposit being forfeit by APPLICANT and denial of final sale.

\_\_\_APPLICANT understands and agrees that the Deposit is forfeit and final sale is denied if APPLICANT fails to pick up the puppy in-person within one week of the puppy turning 12 weeks of age. BREEDER and APPLICANT may, at BREEDER’s discretion, negotiate boarding the puppy with BREEDER for an additional daily fee for a pre-determined period of time if APPLICANT is unable to pick up the puppy in-person within this specified timeframe.

\_\_APPLICANT understands that BREEDER requires all puppies going to homes within the USA to be picked up in-person at the BREEDER’s residence by the APPLICANT themselves. No shipping companies, friends, family members, or any other person or entity who is a third party to this Contract is permitted to pick-up or transport the Puppy to its new home instead of the APPLICANT. APPLICANT agrees to accept all responsibility for planning ahead to coordinate traveling to BREEDER’s property at the time of pick-up and acknowledges that they are responsible for all travel expenses in addition to the Total Purchase Price of the Puppy.

\_\_APPLICANT understands that this will be a large breed canine who will exceed the size limits for in-cabin flight transport by the time they are old enough to be traveling to their new home. APPLICANT understands that this means the Puppy will be required to fly within the cargo hold of an airplane should this mode of transport be used to take the Puppy home. BREEDER provides an airline-approved travel crate as part of the Puppy Package at the time of pick-up.

\_\_\_APPLICANT understands that this Deposit can only be refunded in the following circumstances and not for any other reason unless at the sole discretion of BREEDER:

* The litter was canceled or otherwise not produced for any reason within the timeframe indicated by BREEDER on Page 1 of this contract.
* There are not enough puppies born or surviving to the age of 12 weeks, resulting in there being more approved homes than there are available puppies.
* There is not a puppy deemed by BREEDER to be a suitable match to APPLICANT from the current litter(s), based on the sex, temperament, health, and/or conformation of all available puppies in the current litter(s); and based on the wants and/or needs of APPLICANT as outlined throughout their application process with BREEDER.

\_\_\_In the event of the above-described circumstances, APPLICANT will have the option to receive their Deposit refunded in full OR may choose to put their Deposit towards a different/future litter produced by BREEDER.

\_\_\_If APPLICANT chooses to put their Deposit towards a different/future litter, APPLICANT understands and agrees that they must continue to maintain all of BREEDER’s requirements necessary to qualify APPLICANT to be approved for purchase of a puppy.

* APPLICANT may opt out of waiting for a different/future litter and receive a refund of the Deposit in full up to 30 days prior to the expected whelping date of the selected litter (as defined by the date the bitch was bred). \_\_\_\_
  + If APPLICANT decides they want to opt out of the selected litter less than 30 days prior to the expected whelping date of the selected litter (as defined by the date the bitch was bred) or after the litter has already been whelped, APPLICANT understands and agrees that the Deposit will then be forfeit. \_\_\_\_
* If APPLICANT maintains their intent to purchase a puppy from a different/future litter, APPLICANT understands and agrees continue to meet BREEDER’s requirements necessary to qualify for the purchase of a puppy. \_\_\_\_
  + If APPLICANT at any time fails to comply with BREEDER’s requirements necessary to qualify for the purchase of a puppy, APPLICANT shall be notified by BREEDER that they must correct the deficiency / deficiencies within 3 calendar months of notice or 30 days prior to expected whelping date of selected litter (as defined by the date the bitch was bred), whichever shall come first. If the deficiency/deficiencies are not corrected within this timeframe, APPLICANT understands that the Deposit will be forfeit and final sale denied. \_\_\_\_

\_\_\_APPLICANT understands and agrees that final sale of the puppy from BREEDER to APPLICANT shall be contingent on both BREEDER and APPLICANT signing the Ebon Blade Tamaskan Dog Pet Only Purchase Contract at the time the puppy is picked up in-person by APPLICANT. Should APPLICANT refuse or in any other way fail to sign the Ebon Blade Tamaskan Dog Pet Only Purchase Contract no later than the date of pick-up of the Puppy, the sale is denied and the Deposit is forfeit.

I, the APPLICANT, certify that I have read the foregoing contract, understand its contents, and hereby agree to abide by this legally binding document in its entirety.

APPLICANT (Print Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPLICANT (Signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BREEDER (Print Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BREEDER (Signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS (Print Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS (Signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Both BREEDER and APPLICANT shall receive a copy of this signed contract.