

Beauty's Shih Tzu 2023 Holding Fee Agreement

Purpose:

The purpose of the Holding fee is to reserve the Puppy for the Buyer. The Breeder will desist advertising the Puppy once the non-refundable holding fee is received. Due to the loss of potential buyers and the time, expense, and potential financial loss, the Holding Fee (Deposit + Consultation fee) is only Transferable or Refundable in a very limited set of circumstances outlined below. Buyer agrees that they have fully read and understood those circumstances before placing a Holding Fee deposit.

This Puppy Deposit Agreement ("Agreement") is made on this [date] by and between [Beauty's] (hereinafter referred to as the "Breeder") and [Buyer's Name] (hereinafter referred to as the "Buyer").

Buyer's initials:

Puppy Information:

- a. Breed: [Breed of the puppy]
- b. Color/Markings: [Description of the puppy's color and markings]
- c. Gender: [Male/Female]
- d. Date of Birth: [Puppy's date of birth]
- e. Estimated Date the Puppy is Ready to go home:

*** This puppy is being purchased as a pet only and is not to be bred for any reason. The buyer agrees that the puppy will be spayed/neutered by seven months of age under the terms and conditions in our Health Guarantee/ Sales Contract. We no longer offer AKC registration on pet puppies.*

Buyer's Information:

Name

Address

Email:

Phone Number:

Buyer's initials:

Total Purchase Price:

Puppies Purchase Price:

Holding Fee: Deposit + Consultation fee (Applied to the total purchase price, terms detailed below): \$1000 (\$700 deposit fee, \$300 Consultation fee)

Shipping/ Delivery Fee: (For buyers needing Pet nanny services, please read and agree to that section of the contract):

Boarding Fee/ Additional Vet Care:

Our purchase price includes all vet care our puppies need up until 10 weeks. Breeders always determine when puppies are ready to go home, as their safety comes first! If puppies are not ready to go home at ten weeks (too small, not eating well enough, etc.), you will still need to pay in full by ten weeks; however, the only additional charge will be for extra shots/vet care if the puppy is still with us when the following shots are due, and you will receive a receipt for any additional vet care the puppy may need before going home.

We do not want to board puppies, and since our puppies and dogs are in our homes, we don't have the facilities to board dogs. If you are going away for a trip, business, etc., and cannot take the puppy by ten weeks of age, these arrangements must be made before placing a deposit. We will let you know if we can still accept a deposit or if you must wait until another litter.

If the puppy is with us longer than 12 weeks of age, it will be due for a second shot at the buyer's expense. Boarding is charged at \$25 per day once a puppy is ten weeks unless the puppy is too small to go home. There is a 3-day grace period, and boarding is at a maximum of 2 weeks and MUST be agreed upon/ approved by the breeder otherwise, the puppy will be placed up for deposit again, with all money paid by the deposit forfeited.

The buyer understands that the agreement is null and void if the Holding fee is not received electronically via Zelle or Venmo within 3 hours of receiving the Holding fee agreement.

*If a credit card/ Paypal or any other payment method is used other than cash and there are additional fees, the buyer is responsible for them. Paypal/Credit card can be used for Non-refundable holding fees only. For in-person buyers, **only cash** is accepted at the time of pick-up.*

*All payments must be received and cleared before the puppy is ready to go home. **We only accept cash at the time of pick up. We do not carry personal checks at any time.***

Buyer's initials:

Sellers always reserve the right to refuse sale at any time.

Terms and conditions of the Holding Fee (Deposit + Consultation Fee) and Transfers:

Holding Fee (Deposit + Consultation Fee):

Before placing a Holding Fee (the Deposit/ Consultation fee), the buyer has agreed to have researched the breed, including health issues/ breed tendencies and the Seller/breeder's contracts and policies. The buyer understands that this contract is only valid if a deposit is received within 3 hours of sending the deposit information. The Holding fee takes the puppy off the market for other buyers and should only be placed with careful consideration. Therefore, the non-refundable holding fee (Deposit + Consult fee) will not be returned/refunded due to the potential loss of buyers and the additional money/time to re-advertise the puppy- EXCEPT under the following circumstances:

- 1. If the puppy were to pass away in the breeder's care, the buyer would have the option to get a cash refund or transfer the holding fee to another puppy. Suppose the buyer chooses the cash refund buyer agrees that the breeder has 21 days to issue the refund. In that case, the buyer understands they are purchasing a puppy from a hobby breeder, and funds may be limited.*
- 2. If a puppy were diagnosed with a life-threatening genetic defect during their vet check, the buyer would also have the option of a refund or transferring their holding fee to another puppy. Suppose the buyer chooses the cash refund buyer agrees that the breeder has 21 days to issue the refund. In that case, the buyer understands they are purchasing a puppy from a hobby breeder, and funds may be limited.*
- 3. If the breeder were to cancel the sale for reasons other than the buyer's lack of disclosure/circumstances.*

Please note: Any of these three cases would be highly unusual, but puppies are living animals, and even with excellent care, things do happen. The purpose of this contract is to protect both parties and ensure we have covered the circumstances to the best of our ability. **Aside from the three circumstances listed above, only the "Deposit" portion of the "Holding fee" may be refunded/ or Transferred, the "Consultation fee" or "Transfer Fee" will be retained by the breeder to apply toward potential lost money and time.

Deposit:

Emergencies and unplanned life changes do happen. In some very limited cases, refunding the Deposit portion of the Holding Fee may be more appropriate than transferring the money to another puppy. In these cases, ONLY the deposit portion of the holding fee agreement will be refunded to the buyer.

Consultation Fee:

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Under very limited and buyer-specific Emergency circumstances, we will refund the deposit fee to the buyer in cash rather than transfer it to another puppy. ***Not only are we likely to need to re-advertise the puppy and potentially reduce the price of the puppy, but we have also spent time/working with the original buyer.*** We spend time exchanging emails, reviewing adoption forms, on phone calls, and educating buyers on the breed and the individual puppy they placed a deposit on. ***The buyer understands that our time spent with them and potential lost revenue is charged as the "Consultation fee" of \$300. This will be retained by the breeder towards our time and costs. There are no exceptions, and the buyer agrees only to place a deposit if they have read and agreed to this provision. Refunding the "Deposit" portion of the "Holding Fee" is at the sole discretion of the breeder.***

Transfer:

Transferring the deposit from one puppy to another or a future litter is only designed for EMERGENCY/urgent reasons. It takes time and money to advertise each puppy. When a buyer switches from one puppy to another, potential buyers are often "suspicious" that something is wrong with the original puppy. We not only have to advertise the puppy again, but we often have to take a loss on the purchase price/ keep a puppy longer, which also means a loss of revenue. If the transfer occurs when the puppy is LESS than five weeks old, there is no penalty for the transfer. If a puppy is between 5-10 weeks of age, then \$300 will be forfeited by the buyer for puppies priced at \$3600 or below, and \$400 will be forfeited by the buyer at \$3601 and above.

Buyer's initials:

The Breeder's Obligations:

Living Environment/ Feeding/ Grooming:

Our puppies are raised in our homes as part of our families. We feed our Mother dogs quality food, supplements, and vitamins while pregnant and raising their puppies. Our Mother dogs (like the rest of our dogs) are kept groomed, socialized, and well-fed; it shows in their puppies. Our puppies are fed quality food and age-appropriate diets while in our care. Our puppy pens are cleaned daily as well as deep cleaned regularly. Our puppies begin weekly or biweekly baths around the age of 5 weeks and are regularly bathed, groomed, and have sanitary clippings to keep them clean and prepare them for their new homes.

Potty Training and Socialization:

From the time our puppies can crawl, we begin working with them on potty training, trying to train them not to go potty, where they eat/sleep, and to use potty pads, and by the time they go home, they are typically about 80% successful using potty pads in a confined area. We ask that buyers purchase an Iris Pen (s) or similar type of playpen and continue with training in their new homes for the best success. Our Shih Tzu is raised in our living rooms/ bedrooms and

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exposed to many stimuli while with us. They are handled daily from birth. While we breed for trainable dispositions, we can not guarantee training, and buyers may need professional training assistance after puppies have completed their puppy shots series.

Vet and Health care while the puppy is with us:

Before going home, puppies will be seen by our vet and given their first shot and a comprehensive exam. We will share the results of this vet exam at the time of puppy pickup or before the puppy is shipped UNLESS the exam has unusual results. If the buyer would like to request an email/phone call to review the vet check results with us before the puppy is ready to go home, let us know.

Puppies will also be wormed several times with multiple types of wormer before they go to their new homes. Even as much as we have wormed them, giardia and coccidia are opportunistic parasites that may come out due to the stress of traveling/ being in their homes. The buyer is informed that puppies may need an additional wormer/ worming treatment in their new homes.

Updates

Due to scammers and picture theft, all images are watermarked, so it is time-consuming to groom/bathe, do pictures/videos, and watermark pictures to be able to share. Remember, providing quality care and socialization is our priority- you will have plenty of time to take pictures and video when your new baby gets home to you! We update photos OR videos every two weeks while the puppies are with us.

Determining when the puppy is ready to go home:

The breeder makes the ultimate decision about when puppies are ready to join their new homes. Our puppies are ready to go home once they are at least 10 weeks old and weigh a minimum of 2 pounds. They must be eating well on their own, have firm (or at least semi-firm stool), and are both physically and mentally ready to join their new homes before we release them.

Buyer's initials:

Buyer's Obligations:

Before placing the Holding Fee Deposit:

- 1. The buyer has read and agreed to our Holding Fee Agreement and Sales Contract/ Health guarantee.*
- 2. The Purchaser agrees to purchase this puppy as a pet only. The purchaser agrees to have the puppy spayed or neutered by seven months old, provided the puppy is big*

enough, as supported by your vet in writing. If the puppy is not big enough to spay/neuter at seven months, the breeder must be notified in writing. Further details are outlined in the sale contract.

- 3. The purchaser has researched both the Shih Tzu breed and common breed tendencies. The buyer understands and agrees that the health guarantee does not cover umbilical hernias, tight nostrils during teething, or soft spots (on the top of the head of young or tiny puppies). The buyer agrees to research the common breed tendencies and Shih Tzu puppy development. Please read the Health and breed tendencies on our website: <http://www.beautysshihtzu.com/healthbreed-tendencies.html>. The breeder cannot know if a puppy will eat its stool or develop an umbilical hernia or snore while teething, for example. While most of these developmental issues will be outgrown as puppies mature, your vet may want to repair an umbilical hernia during spay/neuter or pull baby teeth at that time. No money or refunds will be returned for any common breed tendencies.*

Before the puppy goes home:

Before we release puppies to their new homes, the buyer must agree that they have completed the following steps:

- 1. A **Vet Check** must be scheduled within three days. This timeframe is short because it is the only way for us to guarantee a puppy against Parvo. We recommend scheduling in advance as vets may be booked in advance and have a backup choice if your choice of the vet is not available in this time frame. The health guarantee will be null and void if the buyer fails to take their puppy to the vet. Parvo is highly contagious! Puppies (including groomers and puppy training classes) will not be taken to public places until shots are completed. Puppies must be transported in a secure carrier and not allowed to be touched by people at the vet (except vet/vet tech) who have properly sanitized their hands.*
- 2. **Basic supplies:** At a minimum, before puppies are allowed to go home, new owners must have: The foods the puppy is eating (both dry and wet), Iris pen(s) or similar type of playpen, water bottle, potty pads, and a travel carrier. Buyers must bring a travel carrier to pick up their puppy. The puppy must be transported in a secure enclosed carrier from the breeder's home to the car.*

The buyer understands that the breeder can not guarantee size, color, or training.

Our Sales Contract/ Adoption form outlines all other terms and conditions, and the purchaser agrees.

Buyer's initials:

Transfer of Ownership:

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The puppy's ownership will be transferred to the Buyer upon full purchase price payment. Upon receipt of the final payment, the Breeder agrees to provide a copy of the vet check/ vaccine record and a copy of the Health Guarantee/ Sales Agreement.

Payment Schedule:

- 1. Deposit: The Buyer shall submit the non-refundable deposit amount to the Breeder BEFORE the puppy is considered "On Hold" for the buyer.*
- 2. Remaining Balance: The Buyer agrees to pay the remaining balance upon pickup for in-person buyers in **CASH**. For puppies who are either being delivered via a pet Nanny or by the breeder, payment must be received and cleared before the puppy is flown or delivered.*
- 3. If the breeder keeps the puppy beyond ten weeks of age, the breeder can request payment in full at ten weeks or wait until the puppy goes home.*

Taking your puppy home

In-person pick up: In-person picks up typically occurs in our backyard unless a local meeting place is agreed upon. We invite local buyers and those from out of town/state to meet us at our home/locally.

Meeting at the Airport: We offer a meeting at the airport for out-of-state buyers flying in to take their puppies home. This option is typically offered during business hours (or other agreed-on times), and there is typically a small charge to cover gas/ time.

Delivery (by car): We may offer delivery either part or all the way. This should be agreed upon before a deposit is placed, and breeders can quote pricing and whether this choice is an option.

Flying (with Nanny): Delivery by Nanny is available in the Continental US (excluding Alaska and Hawaii). Buyer pays BOTH the nanny cost (typically between \$550-\$600), and there may be a small charge for our money and time to deliver to the airport. Our puppy nanny and ourselves do our best to get your puppy to you as fast as possible. Still, the buyer understands that nannies fly on standby without control over flight schedules. At the same time, we accommodate the nannies' schedules as well as we can. We also have families/dogs/ work obligations and may not be available at the first available time. There are no refunds from either the nanny for their fee or from ourselves if the puppy needs to travel to you on a different day and time than originally scheduled.

Flying (Personal Delivery): We offer limited personal delivery for people who need a more sure flight day/time and typically only for short distances where we can take a flight to and from on the same day. The cost of this is both the cost of the flight and a fee for the person delivering and may sometimes be less than the nanny charge depending on the destination and flight costs.

The Internet and Puppy Sales:

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While maintaining a website and online presence, we do not sell/adopt our puppies electronically. We require a phone interview to ensure our puppies go to the best homes and that we are the right breeder for you. The internet has many benefits, but there are also downfalls. The internet allows one to spread information quickly and possibly in a permanent and damaging way. As breeders, we strive for perfection, but every dog will have flaws, just like we do as people. Not all puppies will mature how we hope to develop, and defects are possible. Should there be a problem with your puppy, the buyer agrees to work with the breeder to resolve the issue. Neither the puppy buyer nor the breeder will publicly post anything about this issue. If the buyer chooses to circulate negative information, all contracts and guarantees will be considered null and void, and we may consider legal action for slander.

Buyer's Initials:

The entirety of the Agreement and Choice of Law

Entire Agreement:

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions and agreements relating to the subject matter herein, whether written or verbal.

Subsequent Agreements:

Once the puppy is ready to go home, the Buyer/ Seller will execute the document "Beauty's Shih Tzu Sales Contract and Health Guarantee," which, in conjunction with this document, will govern the sale of the Shih Tzu puppy from the seller to the buyer.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of Gwinnett County, Georgia, for puppies sold from our Georgia location or shall be governed and construed in accordance with the laws of San Joaquin County, California, for puppies sold from our Georgia location. Any disputes arising from this Agreement shall be resolved through negotiation or mediation.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Written name of buyer:

Signature of buyer:

Date Signed:

Signature of breeder/seller - (Signed upon receipt of the Holding fee, the puppy is not officially on hold until this agreement has been executed and the Holding fee is received):