

Mountain to Sea Newfoundland Puppy Deposit

In receipt of \$500 for the purchase of a Newfoundland puppy

1. This deposit is not refundable, (unless the health of the puppy is compromised as stated in the purchase contract,) if **Buyer** changes his/her mind regarding puppy. If there are insufficient puppies in the litter to satisfy the demand, the **Buyer** can choose to be on a waiting list, or request the return of the deposit. The purchase price of the puppy is \$2200.
2. The **Seller's, (Breeder)** decision is final as to the puppy the **Buyer** will receive, but we will make very effort to provide **Buyer** with the puppy desired.
3. A female puppy is purchased with the understanding that she will be spayed within the 1st year of birth unless she is co-owned by the **Seller, (Breeder)**. The only exception will be if there is an understanding with an approved Newfoundland **Breeder** prior to deposit. Registration papers will be held by **Seller, (Breeder)** until proof of spaying is provided.
4. A male puppy is purchased with the understanding that he will be neutered within the 1st year of birth unless there is prior agreement that the dog might be shown. In the event the dog is shown and it is eventually proven he is not show quality, he must be neutered. All male pups will be registered under a "limited registration".
5. The yard of the **Buyer** must be fenced before taking possession of the puppy unless prior understanding exists between **Buyer** and **Seller** regarding fence to be built.
6. All show potential puppies will be evaluated between 9 to 12 months. If deemed show quality in the **Seller's, (Breeder)** sole opinion, the limited registration will be changed to a full registration. The **Seller, (Breeder)** reserves the right to co-own the puppy.
7. The terms of this agreement shall be governed by and construed in accordance with the laws in force from time to time in the State of North Carolina, USA.

Arbitration Clause

Any dispute arising between the parties to this Agreement or involving the interpretation of this Agreement or any breach thereof shall be submitted to and determined by arbitration in the State of North Carolina before the American Arbitration Association, and in accordance with the rules then obtaining of said Association and the laws of the North Carolina.

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AGREED TO THIS DAY

Signed by / on behalf of the **Buyer**

Signature _____ / ____/2008

Print Name _____

Witnessed by:

Signature _____ / ____/2008

Print Name _____

Address: _____

Signed by / on behalf of **Seller**

Signature _____ / ____/2008

Print Name _____

Witnessed by:

Signature _____ / ____/2008

Print Name _____

Address: _____

Gender Desired: _____