

# Skylynn Cavaliers Reservation Agreement

This agreement is made and entered on (date) \_\_\_\_\_ between \_\_\_\_\_, Hereinafter referred to as "Breeder", and \_\_\_\_\_, Hereinafter referred to as "Buyer", for the purpose of setting forth the terms and conditions of the reservation agreement.

Buyer agrees to place a **\$500.00** non-refundable reservation fee ("**Reservation Fee**") on the puppy described below from Breeder.

**Litter Theme:**

**Breed:** Cavalier King Charles Spaniel

**AKC Registration#:**

**AKC Registration Type:** Limited-No Breeding

**AKC Registered Name:**

**CKCSC, USA Registration#:**

**CKCSC, USA Registration Type:** Restricted-No Breeding

**CKCSC, USA Registration Name:**

**DOB:**

**Color**

**Sex:**

**Microchip#:**

**Sire's AKC Registered Name:**

**Sire's AKC Registration#:**

**Dam's AKC Registered Name:**

**Dam's AKC Registration#:**

**Breeder:**

**Buyer:**

**Address:**

**Address:**

**Phone#:**

**Phone#:**

**Email:**

**Email:**

***Buyer Initial*** \_\_\_\_\_

1. **Non-Refundable Reservation Fee.** Buyer acknowledges that the Reservation Fee is **non-refundable**. Buyer agrees and understands that if Buyer decides s/he does not want the puppy the Reservation Fee will be forfeited. Upon receipt of the Reservation Fee, Breeder agrees to hold the puppy for Buyer until puppy is the age of 12 weeks old and is ready for pick up. If Buyer does not pick up puppy at the agreed upon date and other arrangements have not been made, Buyer forfeits the Reservation Fee and puppy will be deemed available. The Reservation Fee shall be made in US Dollars and paid to Breeder via cash, Zelle, or Good Dog Pay. If puppy becomes sick or injured Breeder will **IMMEDIATELY** refund the Reservation Fee to Buyer.

2. **Remaining Balance:** \$500 nonrefundable Reservation Fee will be applied to the full purchase price. The full purchase price of the puppy is \$3,900.00 (sales tax included). The balance of \$3,400.00 is due in full upon Buyer's pick up of the puppy at Breeder's residence via cash or Gooddog Pay. If Buyer is flying in or using a flight nanny service, the full Purchase Price is due at least 1 week before Buyer's or flight nanny's pickup of the puppy at Breeder's nearest airport via Gooddog Pay. Additionally, if Breeder is delivering the puppy to Buyer, the full Purchase Price is due at least 1 week before delivery via Gooddog Pay.

*Purchase price \$3,900.00*

*Reservation fee \$500.00*

*Remaining balance \$3,400.00*

\*The foregoing Purchase Price does not include any delivery charges, which shall be determined by Breeder.

3. **Breeder Cancellation:** Breeder reserves the right to cancel this Reservation agreement at any time up until or at the time of pickup, if Breeder feels Buyer is no longer a good fit for one of the puppies or if Breeder finds out Buyer was untruthful. If this event arises the Reservation Fee will **IMMEDIATELY** be refunded.

***Buyer Initial*** \_\_\_\_\_

4. **Governor’s Law.** This Agreement and all matters arising out of or relating to this Agreement, shall be governed by, and construed in accordance with the laws of the State of Texas without regard to the conflicts of law-provisions thereof. Jurisdiction for any legal proceedings related in anyway, directly or indirectly, to this agreement shall be exclusively in the state courts located in Victoria County, Texas, and Breeder and Buyer hereby waive any challenge to such jurisdiction and venue.

5. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions, and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument.

**IN WITNESS WHEREOF,** Breeder and Buyer have executed this Agreement effective as of the Effective Date.

**Buyer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Breeder:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print:** \_\_\_\_\_