PUPPY RESERVATION AGREEMENT

Golden Beauty Kennels, LLC Westfield, Indiana ryan@goldenbeautykennels.com

Date: _____

This Puppy Reservation Agreement (the "Agreement") is made and entered into as of the Effective Date set forth below, by and between Golden Beauty Kennels, LLC, an Indiana limited liability company ("Breeder" and/or "Seller"), and the undersigned individual ("Buyer").

RECITALS

WHEREAS, Breeder maintains one master waitlist for future Golden Retriever puppies from its breeding program; and

WHEREAS, Buyer desires to reserve a position on Breeder's master waitlist and has tendered the deposit described herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purpose.

This Agreement governs Buyer's reservation of a position on Breeder's master waitlist for an as yet unborn golden retriever puppy. This Agreement does not convey ownership of any currently existing puppy. Ownership of any puppy shall transfer solely upon execution of Breeder's separate Puppy Sales Contract and Health Guarantee at the time of pickup. The Breeder's Puppy Sales Contract in effect at the time of the execution of this agreement is attached hereto and incorporated as if fully rewritten herein.

2. Deposit.

Buyer has paid to Breeder a non-refundable deposit of Five Hundred Dollars ($500.00) (the "Deposit") upon execution of this Agreement. The Deposit shall be applied toward the purchase price of a puppy at pickup, shall lock the purchase price in effect on the Effective Date, and shall be non-refundable except as expressly set forth in Sections 14(b) and 14(c) below.

3. Reservation and Limitations.

The Deposit reserves only Buyer's position on Breeder's single master waitlist. It does not reserve any specific dam, sire, litter, puppy, color, sex (except as locked pursuant to Section 4), or delivery date. Breeder makes no guarantee regarding litter size, sex distribution, or availability of puppies meeting Buyer's preference and Buyer acknowledges the impossibility of such a guarantee.

4. Sex Preference.

At the time of deposit, Buyer shall select one of the following options, which shall be fixed and may not be changed except by forfeiture of the Deposit and re-placement at the bottom of the waitlist: ☐ Male only ☐ Female only ☐ First Available

5. Waitlist Administration.

Positions on the waitlist are assigned by Effective Date (earliest first). Breeder retains sole discretion in matching and offering puppies. Breeder may retain up to one male and one female puppy per litter for its breeding program, which retention shall be declared at the time of heat announcement.

6. Heat Announcements and Commitment Process.

When a dam is in heat and intended for breeding, Breeder shall notify the top twelve (12) waitlist members by email. Buyer shall have seven (7) calendar days to commit or pass. Failure to respond shall constitute a pass. Buyer may pass up to two (2) times. After two passes, the next offer is mandatory; declining or non-response shall constitute forfeiture of the Deposit. Once committed to a litter, Buyer is obligated to accept a matching puppy if one is available, and enter into the Breeder's Puppy Sales Contract in effect at the time of the execution of this agreement, which is attached hereto and incorporated as if fully rewritten herein.

7. Breeder's Delivery Obligation.

Breeder shall use reasonable efforts to offer Buyer a puppy matching Buyer's sex preference within twelve (12) months of the Effective Date (or reset date). If Breeder fails to do so, Buyer's sole remedies shall be (i) a full refund of the Deposit, or (ii) continuation on the waitlist with the period extended by an additional twelve (12) months. No other refunds shall be available except as provided in Section 17(c).

In the event of non-delivery by Breeder within twelve (12) months of the Effective Date (or reset date), Buyer shall communicate their choice of remedy to Breeder within fourteen (14) days of Breeder's written notice of non-delivery, electing either: (i) a full refund of the Deposit, or (ii) continuation on the waitlist with the period extended by an additional twelve (12) months. Buyer's failure to communicate a choice of remedy within the fourteen day remedy choice period shall result in a full refund and removal from the Breeder's master waitlist and termination of this contract.

8. Pass Clock Reset.

Each permitted pass resets the twelve-month delivery period under Section 7 from the date of the pass.

9. Contact and Notices.

All notices shall be in writing and sent to the email and phone number provided by Buyer. Buyer shall promptly notify Breeder of any changes in contact information. Breeder may rely on the most recent information provided by Buyer.

10. Pricing and Pickup.

The purchase price due under the Breeder's Puppy Sales Contract is locked at $_____ as of the Effective Date. The balance of the Puppy Sales Contract less the deposit described herein is due in full at time of delivery, which shall occur when the puppy reaches between eight (8) and ten (10) weeks of age. At delivery, Buyer shall execute Breeder's then-current Puppy Sales Contract (attached hereto as Appendix A).

11. Acknowledgment of Sales Contract.

Buyer acknowledges having received, read, and had the opportunity to ask questions concerning the Puppy Sales Contract attached as Appendix A. Buyer specifically acknowledges the spay/neuter requirement, the husbandry and containment obligations applicable during the dog's intact period, limited registration, breeding restrictions, health guarantees, right of first refusal, and the breach remedies (including injunctive relief, surrender of the dog and any offspring, disgorgement of all proceeds from any prohibited breeding, liquidated damages equal to three (3) times the purchase price, reporting to the American Kennel Club and breed registries, and recovery of attorneys' fees and costs) contained therein.

Buyer's Initials: _____

12. Non-Transferability / Automatic Termination by Reason of Death or Incapacity.

This Agreement and Buyer's waitlist position are personal to Buyer and may not be assigned, transferred, sold, or conveyed in any manner without Breeder's prior written consent, which may be withheld in Breeder's sole discretion. Buyer's contractual rights herein are deemed to be separate personal property and non-transferrable in divorce or dissolution. Further, the Buyer's contractual rights herein are deemed to be limited to the lifetime of the undersigned Buyer, whose death or legal incapacity shall terminate this Agreement and entitle Buyer's estate or legal representative to a full refund of the Deposit, paid within thirty (30) days of Breeder's receipt of written notice and reasonable documentation of such death or incapacity. Any attempted transfer shall be null and void and shall result in immediate forfeiture of the Deposit.

13. Buyer Representations and Warranties.

Buyer represents and warrants that: (a) all information provided in the puppy application and this Agreement is true, accurate, and complete; (b) Buyer is at least eighteen (18) years of age and has full legal capacity to enter into this Agreement; (c) Buyer meets all of the qualifications and legal requirements necessary to enter into this Agreement and to possess the animal contemplated herein at the address or location of Buyer's personal residence, including compliance with any applicable homeowners' association, municipal, or zoning restrictions; and (d) Breeder is entitled to rely on the Buyer's representations herein. Any material misrepresentation shall constitute grounds for termination under Section 17(c).

14. Termination.

(a) Buyer may terminate this Agreement by written notice, resulting in forfeiture of the Deposit except where a refund is expressly required.

(b) Breeder may terminate and refund the Deposit if it ceases offering puppies to the general public.

(c) Breeder may, in its sole and absolute discretion, decline to place any puppy with Buyer for any reason or no reason, including but not limited to: Breeder's concerns about Buyer's home environment, lifestyle changes, prior misrepresentations, failure to promptly communicate, or any material concern about best interest of the puppy. In such event, Breeder shall refund Buyer's entire Deposit within thirty (30) days and shall have no further liability to Buyer.

Buyer specifically acknowledges the full refund as a complete and appropriate remedy in the event of Breeder's termination of the Agreement.

Buyer's Initials: _____

15. Force Majeure.

Breeder shall not be liable for any delay or failure to perform caused by events beyond its reasonable control, including but not limited to infertility, whelping complications, illness or death of breeding animals, acts of God, pandemics, or changes in law or regulation.

16. Additional Provisions.

(a) No Waiver. No waiver by Breeder of any breach shall constitute a waiver of any other breach.

(b) Entire Agreement. This Agreement, together with Appendix A, constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral. No modification shall be effective unless in a writing signed by both parties.

(c) Severability. If any provision is held invalid, the remainder shall continue in full force and effect.

(d) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Indiana. Exclusive venue for any dispute shall lie in the state or federal courts located in Hamilton County, Indiana.

(e) Attorneys' Fees. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

(f) Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL BREEDER'S LIABILITY HEREUNDER EXCEED THE AMOUNT OF THE DEPOSIT PAID BY BUYER. BREEDER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES.

17. Execution.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall be binding to the same extent as original wet-ink signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date below.

Buyer:

Printed Name: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

Puppy Sex Preference: _____

Deposit Received: $500.00 on _____

Seller:

_____

Golden Beauty Kennels, LLC

_____

By: Ryan Blakley, Member

Date: _____

Appendix A: Puppy Sales Contract (attached)