Puppy Deposit Terms and Conditions

Red String Farmstead

Paying an issued invoice for a Puppy Deposit from Red String Farmstead secures (1) puppy bred by Red String Farmstead only. By remitting payment for said invoice, the Buyer acknowledges, understands, and agrees to the following terms and conditions:

1. Reservation of Placement:

Payment of this deposit secures the Buyer's placement on the official waiting list for one (1) puppy from the designated litter specified in the title of this invoice.

2. Non-Refundable Deposit:

All deposits are strictly **non-refundable**. Payment of this deposit secures placement on the litter list and compensates Red String Farmstead for administrative time, ongoing vetting, and removing a puppy from the public market. This fee is earned upon receipt and is strictly non-refundable should the Buyer withdraw, fail to attend Take Home Day, or fail to remit the final purchase price.

Final placement of any puppy is strictly contingent upon the Buyer meeting Red String Farmstead's ethical placement standards and animal welfare criteria. Red String Farmstead reserves the right to immediately terminate this deposit and deny placement if, in the Seller's sole professional judgment, the Buyer exhibits hostility or abusive behavior, discloses an unsafe or inappropriate living environment, refuses to agree to the Puppy Sale Contract as it currently exists, demonstrates an inability or unwillingness to properly care

for the animal, exhibits signs of deception (such as concealing their role as a breeder), or fails to pay the correct amount in the correct method. In the event of such a termination for cause, this deposit fee shall be forfeited by the Buyer and retained by Red String Farmstead as liquidated damages for sales and breeding efforts.

3. Puppy Selection Order:

The order in which Buyers holding valid deposits are permitted to select their puppy shall be determined strictly by the chronological order in which deposits are received by Red String Farmstead. Informal inquiries (i.e., expression of interest in a litter, fact-finding, stating a preference for a specific type of puppy, being "penciled in" on a litter) do not constitute a litter selection number. The Buyer acknowledges that only a valid deposit can secure their litter selection number.

4. No Guarantee of Specific Traits or Timing:

Red String Farmstead carefully selects breeding pairs to achieve specific outcomes; however, animal breeding is inherently unpredictable. Accordingly, Red String Farmstead does not guarantee any specific results, including but not limited to genetic traits, size, coat color, markings, gender, body type, or any other physical characteristics. The Buyer acknowledges and agrees that such traits are subject to natural variation and that preferences expressed by the Buyer are not binding guarantees.

Furthermore, Red String Farmstead reserves the right to substitute the originally planned sire if, in its sole discretion, doing so is necessary to protect animal welfare or ensure the health of the breeding pair. In such an event, Red String Farmstead will make reasonable efforts to select a comparable sire.

The Buyer further understands that scheduling factors, including but not limited to holidays, personal events, or travel plans, shall not alter the Buyer's obligation to take possession of their puppy on the designated Take Home Date unless otherwise coordinated with Red String Farmstead beforehand.

The Buyer acknowledges that none of the foregoing circumstances constitute a right to a refund of this deposit.

5. Transfer to Alternate Litter:

Subject to availability and at the discretion of Red String Farmstead, a Buyer may request to transfer their deposit one (1) time to another litter bred by Red String Farmstead, McKenzie's Doodles, or O'Shannah's Doodles. After one transfer, no further changes in litter will be permitted, and the Buyer must select a puppy from the litter to which they were last assigned.

If a breeding does not take, or if the litter size is insufficient to fulfill the Buyer's reservation number, the Buyer's deposit shall automatically roll over to the next available litter of the Buyer's choice. An automatic rollover resulting from an unfulfilled breeding or insufficient litter size shall not count against the Buyer's one (1) voluntary transfer.

Because filling sudden and last-minute vacancies on litter lists prevents puppies from being placed in their homes on time and constitutes an unnecessary and considerable inconvenience to Red String Farmstead, the Buyer must request to transfer to another litter no later than two (2) weeks prior to the litter's assigned Take Home Day (or before the litter is six weeks old). Red String Farmstead will not honor litter transfers for deposit holders who choose another litter or back out of their current litter during this period (or fail to show up to Take Home Day) and this deposit will be retained.

6. Agreement to Buy:

The Buyer acknowledges and agrees that they are expected to remit the remaining balance of the purchase price and take physical custody of the puppy at the time, place, and under the circumstances previously agreed upon with Red String Farmstead. Failure to do so may result in forfeiture of the Buyer's deposit and reservation, at Red String Farmstead's discretion.

The Buyer understands that Red String Farmstead only accepts debit, credit, and cash for final payment. Failure to be prepared or willing on your assigned Take Home Day with one of these correct payment methods for any reason (bringing a check instead, refusing to accept the card processing fee, not bringing the correct amount of cash, etc.,) will result in the Buyer's pick number being forfeited to whichever buyer is next in deposit order with no refund or transfer to a future litter.

Additional Legal Provisions

- Governing Law & Exclusive Venue: This Agreement shall be governed by the laws of the Commonwealth of Virginia. Any disputes or legal proceedings arising out of this Agreement shall be litigated exclusively in the courts of Frederick County, Virginia.

- Attorney's Fees: In any legal action or arbitration arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs.
- Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.