

WAIT LIST AGREEMENT

The undersigned ("Seller") hereby acknowledges receipt of a non-refundable deposit in an amount equal to \$ _____ (the "Deposit") paid by _____ ("Purchaser") on _____ ("Effective Date") as a down payment for the purchase of a dog from Seller, and to secure Purchaser's position on Seller's wait list. Purchaser will start in position ____ (the "Position"). The Deposit evidences Purchaser's intent to purchase a dog from Seller within 18 months (the "Wait Period") from the Effective Date. Purchaser acknowledges and agrees that the Deposit is not refundable, unless otherwise stated herein or otherwise agreed in writing. Purchaser acknowledges and agrees that regardless of Purchaser's Position, Seller always retains the right to hold back one or more dogs for themselves.

Seller shall refund the Deposit to Purchaser under the following circumstances:

1. If Seller determines in Seller's sole discretion that Purchaser is not a suitable owner for the dog (examples of unsuitability include but are not limited to; history of animal abuse, the dog intended for scientific research); or
2. If Seller is unable to fulfill the 3 litter guarantee as defined below.

Seller's Representations & Warranties

1. **Wait List.** Seller will place Purchaser on a wait list for a future dog. The Position identifies the picking order of Purchaser. The wait list positions follow a simple numeric list beginning with the number 1. It is understood that as people on the wait list in positions ahead of Purchaser are removed, Purchaser's position will move up. Available dogs are offered to people on the wait list before they are made available to the general public.
2. **Notification.** Seller will notify Purchaser when dogs are available via one of the communication channels listed below the Purchaser's signature line in this agreement (phone call, text, or email) and provide pictures & information including pricing. Seller will act in good faith to reasonably respond to other requests or questions from Purchaser in a timely manner.
3. **3 Litter Guarantee.** Seller will hold Purchaser's Position on the wait list for the Wait Period with a guaranteed 3 litters during that time. If at least 1 dog from 3 different litters is not made available to Purchaser during the Wait Period, Seller will extend the Wait Period until such time that the 3 litter guarantee has been satisfied.

Purchaser's Representations & Warranties

1. **Selection.** Purchaser will act in good faith to select a dog from one of the available litters during the Wait Period and complete the purchase of the dog selected or forfeit the Deposit and be removed from the wait list.
2. **Decision.** Purchaser will render a decision to Seller within 48 hours of notification that dogs are available. The decision can be to select a dog for purchase or to wait for a future litter. Purchaser understands that if a decision is not rendered within 48 hours, Seller has the right to offer the available dogs to others.

IN WITNESS WHEREOF, the parties hereto have duly executed this Wait List Agreement as of the date first above written.

SELLER:

PURCHASER:

Stoney Creek Bulldogs, LLC, an Indiana limited liability company

By: _____

By: _____

Printed: _____

Printed: _____

Phone: (765) 748-6975

Phone: _____

Email: stoneycreekbulldogs@outlook.com

Email: _____