



MapleBengals Cattery  
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TICArename: MapleBengals  
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## **BENGAL KITTEN DEPOSIT AGREEMENT**

**Payment of the Deposit constitutes acceptance by the Purchaser of the terms and conditions of this Deposit Agreement.**

### **DEPOSIT TO RESERVE KITTEN**

We require a **CAD\$400.00 non-refundable and non-transferable PET deposit per Kitten and CAD\$800.00 non-refundable non-transferable if Kitten is sold with Breeding Rights**, which shall be applied towards the Purchase Price for the Kitten.

We require a \$250.00 non-refundable RETIRED PET deposit. No hold shall be placed upon a cat until the full deposit is received regardless if partial payments have been made. The deposit will be put towards the purchase of the cat and is non-refundable and can't be transferable if placed on a present particular cat. Retired Pet deposits are non-Refundable at all times.

Purchase price does **NOT** include the cost of shipping the Kitten by air (price depends on flight ticket price). Seller warrants that Kitten is healthy and in good condition at the time of shipment to Purchaser, as evidenced by the veterinarian's health certificate, which shall accompany Kitten. ***Seller is not responsible for any injury or damage to the Kitten after Kitten is left with the airline.*** All kittens must be paid for within 7 days before departure. If we do not receive the payment within the 7 days before departure, the deposit will be forfeited, and the kitten shall be resold. The kitten must be picked up no later than 18 weeks old, unless prior arrangements have been made and agreed to by both parties in writing. Any kitten left here after 18 weeks of age without prior agreed arrangement shall be charged \$10.00 a day boarding fee. After 19 weeks old, the kitten will be considered abandoned. The full received payment will be forfeited, and the kitten shall be resold.

**[Note: If the deposit is paid by PayPal, Paypal may charge a fee. 3% If this fee is taken out of the amount we receive, the fee will be added to the balance owed.]**

The purpose of the Deposit is to ensure the Purchaser's intent to purchase the Kitten. The Deposit is non-refundable, should the Purchaser, for any reason, change his/her mind and decide not to buy a kitten. This is because the Kitten is being held only for the Purchaser and shall not be sold to any other buyer. A breach of this Agreement either verbal, written or through neglect or failure to communicate by the Purchaser can jeopardize the chances of placing the Kitten in a new home, as quickly as possible. For this reason, the Deposit is non-refundable, to ensure Purchaser's commitment to purchase the Kitten, pay the balance by the date indicated above and accept delivery of the Kitten by that time or pay the boarding fee set forth above. The Deposit shall be refunded to Purchaser if the Seller fails to make the Kitten available to the Purchaser for reasons including, but not limited to, the Kitten's mortality. However, Seller has the option of offering a replacement kitten of similar quality, which Purchaser may accept or decline.

### **PURCHASE PRICE**

Purchaser may be given a price range for the Kitten upon payment of the deposit. Purchaser understands that the final price may not be set until Kitten is at least 8 weeks old. Once the final price has been determined, Seller will send Purchaser the Seller's contract for review. A copy of the Contract will be available for signature once the Purchaser collects his/her Kitten. If the Kitten is being shipped, we require that the Contract be signed and sent back to us (via email is acceptable) prior to the Kitten being shipped.

### **SELLER'S RIGHT OF REFUSAL**

Seller reserves the right to refuse to sell the Kitten to the Purchaser at any time prior to the Kittens' pickup or shipment, if, in Seller's opinion, the Kitten will be better suited at a different home or if Seller believes that Seller and Purchaser have a personality conflict. In that instance, Seller shall notify Purchaser in writing of its decision, the reasons for this decision, and Seller shall thereupon refund Purchaser's deposit, at which time, all agreements are null and void. Seller's decision to cancel the sale shall be motivated solely by the best interests of the Kitten and Seller's potential relationship with the Purchaser. In addition to ensuring that our Kitten will be going to the home best suited for him/her, our

priority is also to have good relationships with our clients, and it is very important that we are able to communicate well with our clients and vice versa. Many of our clients end up being good friends, and we hope that you will be one of them.

## **DETAILS OF DEPOSIT**

Breed: Bengal  
Sex:  
Colour and pattern:  
Date of Birth:  
Mother:  
Father:  
Deposit:  
Sterilized:  
Breeding/Pet/Retired:

## **GOVERNING LAW**

This Agreement shall be final and binding upon the Purchaser and Seller and shall be governed by the laws of the Province of Ontario. Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Province of Ontario. In the event of a dispute between the parties, the prevailing party shall be entitled to his/her attorney's fees and all costs and expenses associated with the dispute.

### **SELLER**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

### **BUYER**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_