



MapleBengals Cattery  
1000426742 ONTARIO INC.  
Phone: (613) 663-3746  
Email: [info@maplebengals.com](mailto:info@maplebengals.com)  
[www.maplebengals.com](http://www.maplebengals.com)  
TICArename: MapleBengals  
TICArename: #42411

## **BENGAL KITTEN WAITLIST AGREEMENT**

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

**We honour our waiting list, so we operate on a first deposit, first choice basis.**

### **CLAUSES FOR THE WAITLIST DEPOSIT AGREEMENT:**

- 1) \_\_\_\_\_ I understand that my waitlist deposit (CAD\$200) is NON-REFUNDABLE (the “Waitlist Deposit”). By paying this non-refundable deposit, I am fully committed to purchasing a kitten from MapleBengals at some point in time and understand that my deposit will never expire, for as long as MapleBengals is breeding Bengal cat. MapleBengals will refund me the waitlist deposit when MapleBengals decides to cease to breed Bengal.
- 2) \_\_\_\_\_ I understand that if a kitten is not offered to me within one year of my Wait List Deposit, my Wait List Deposit may be refunded ONLY if I have not refused other available kittens within that year. (“Refusal” = not responding to MapleBengals’ emails, kitten posts on FaceBook, or kittens posted as available on the website). If I have refused available kittens within a year of placing my Wait List deposit my deposit will not be returned to me. Instead, I may elect to forfeit my deposit and request to be removed from the wait list email list OR continue waiting on a kitten of my choice and retain my place on MapleBengals’ waiting list.
- 3) \_\_\_\_\_ I understand that although MapleBengals will make reasonable efforts to contact me personally regarding available kittens, it is ultimately my responsibility to regularly view MapleBengals’ website to view available kittens. By labelling a kitten as “Available for Adoption” in an email, on the website, or on its other social media, MapleBengals is effectively offering the kitten to me. It is ultimately my responsibility to contact MapleBengals to enquire about any kitten

- 4) \_\_\_\_\_ I have thoroughly read and understand the entire adoption process that is clearly outlined on MapleBengals' website on the page titled "Adoption and Pricing" and have requested and received answers to any questions I had after reading about the process. \*Please stop here and send an email to info@maplebengals.com with any/all questions about the process before proceeding with this Deposit Agreement and submitting your CAD\$200 Waitlist Deposit.
- 5) \_\_\_\_\_ I understand that when MapleBengals and I have agreed on a specific kitten for me, a second non-refundable payment of (CAD\$200) (the "Kitten Reservation Deposit") is due within 24 hours of choosing the kitten. If I fail to provide the Kitten Reservation Deposit to MapleBengals within 24 hours of choosing my kitten, I understand that my chosen kitten will be made available again to the wait list unless other written arrangements have been made with MapleBengals.
- 6) \_\_\_\_\_ I understand that if I neglect to adhere to the 24-hour Kitten Deposit Payment Deadline I will forfeit my \$200 Wait List Deposit unless I have made prior written arrangements with MapleBengals to continue to wait for a different kitten.
- 7) \_\_\_\_\_ I have familiarized myself with the price ranges clearly set out on MapleBengals' website for the various colours and patterns of kittens that are produced by MapleBengals and shipping expenses if applicable. I am prepared to pay a price within the stated range for the particular kitten I choose. I also understand that I will be provided with a copy of the Purchase Agreement at the time of choosing my kitten (before paying my \$400 Kitten Reservation Deposit), setting out the full purchase price.
- 8) \_\_\_\_\_ I understand that any kitten offered to the pet wait list is at the sole discretion of MapleBengals. It is at MapleBengals' discretion to decide which kittens will be offered to the pet wait list and which ones will be set aside for the Breeder Wait List. Many of the breed quality kittens held back for evaluation will be offered to pet wait list once evaluations are complete and decisions have been made.
- 9) \_\_\_\_\_ I have described the gender, colour and disposition traits I am most interested in for the kitten(s) that I plan to adopt. I understand that MapleBengals cannot 100% predict the adult personality of any of their kittens, however they will use their best efforts to help me choose the very best kitten to suit my stated preferences based on the personalities of the kitten's parents.

## **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: \_\_\_\_\_