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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

Purchaser shall pay a deposit of **\$1,000.00** per Kitten (\$3,000.00 if Kitten is sold with breeding rights), which shall be applied towards the Purchase Price for the Kitten. The balance shall be due and payable upon the release of Kitten to Purchaser. If Kitten is to be shipped/delivered, the balance is due and payable at least 24-hours before the Kitten is shipped to the Purchaser. **[Note: If the deposit is paid by PayPal, Paypal may charge a fee. 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 below. However, the deposit may be applied towards a future Kitten. The deposit stays valid and may be used towards the purchase of another kitten from the Seller while the Seller remains in business.

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 6 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 Purchaser collects his/her Kitten. If the Kitten is being shipped/delivered, 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/delivery, 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.

## **GOVERNING LAW**

This Agreement shall be final and binding upon the Purchaser and Seller and shall be governed by the laws of the State of Georgia. Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Georgia. 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.