



Purple Lotus Cattery

Breeder: Karen Blackburn * Phone 419-706-9164

purplelotuscattery@gmail.com

1/31/21

Waiting List Deposit Agreement

Buyer Name:
Email Address

Phone Number
State

Waiting List Deposit Amount:

Number on Waiting List:

Date/Time Deposit Received:

Method of Deposit:

Paypal _____ Venmo _____ Facebook Pay _____
Certified Check _____ Other _____

Waiting List Preference:

Bengal Coat Pattern

Rosetted _____ Spotted _____ Marbled _____

Bengal Preferred Color

Brown/Black _____ Charcoal _____ Silver _____
Snow Lynx _____ Snow Mink _____ Snow Sepia _____
Blue _____ Undecided _____ Any _____

Bengal Sex:

Male _____ Female _____ Either _____

Purpose:

Pet _____ Show _____ Breed _____

Breeding Queen Preference:

Price Range Quote:

Pet Quality: \$1500-\$2000

Breeder/Show Quality: \$2800-\$5000

Waiting List Deposit Details

Deposit Details: NOTE: This deposit is paid to reserve your order on the Purple Lotus Cattery waiting list for the purchase of a Bengal kitten. **A deposit of \$100 is required to reserve your spot on the waiting list for a pet and \$300 for a breeding kitten payable to Karen Blackburn in one of the forms mentioned above.** Once kitten is offered and agreed upon based on buyer preferences the buyer will pay an additional deposit of \$100 (Pet) and \$500 (Breeder/show) to reserve this specific kitten. Waiting list deposit and reservation deposit will come off the total cost of kitten upon pickup/delivery Not paying the reservation deposit will result in forfeiture of your waiting list deposit

Deposits will remain on file and active for a period of one year from the date deposit is received. Deposits are generally non-refundable with a few exceptions: Exception #1. This deposit agreement can be cancelled by the seller (breeder) at any time, for any reason, and a full deposit refund will be provided to the buyer if the breeder cancels the sale of this kitten or cancels the promise of a kitten through the waiting list. Exception #2. The seller is unable to produce a kitten matching the buyer's preferences within the one-year deposit term, and then has no choice but to refund the deposit and cancel the waiting list process with the buyer.

Deposit Forfeit Details:

Deposits are forfeit by the buyer and will not be refunded if the buyer:

1. Does not accept kittens that are offered matching their preferences up to two (2) different times within the one-year term period from the date on this agreement. If the buyer declines that 2nd/last kitten offer, the deposit will be forfeit and the buyer will be removed from Purple Lotus waiting lists. Please be sure to let the seller know if your preferences ever change to avoid this rules implementation, and subsequent deposit forfeiture.
2. The Buyer forfeits the deposit if the kitten is not picked up as scheduled without any prior communication/arrangement, or if the final balance including all shipping or delivery fees are not paid at least a week before the kitten is to be shipped out as originally scheduled by the seller, and acknowledged by the buyer. If picking the kitten up in person balance is due upon pickup and in cash. This is strictly enforced if the seller has determined that the buyer has abandoned interest in the kitten(s) with or without prior communication from the buyer.
3. The Buyer forfeits the deposit if the buyer has declined at least one kitten within the one-year time period, and a subsequent kitten offer cannot be made because the buyer keeps changing their preferences.

Final Balance Details:

Final payment must be made in the form of cash at the time that the cat/kitten is to be picked up in person. However, the final payment can be made in one of the forms listed above the form in the event that the kitten is being shipped as 'live cargo' via the airlines to the buyer. If kitten is being shipped balance due on kitten and all shipping/airline fees/materials is due one (1) week prior to departure. Kitten(s) must be picked up or shipped no later than 12 weeks of age unless otherwise discussed and agreed by both seller and buyer.

Boarding Fee Details:

There will be a \$25.00/per day daily boarding fee until the cat/kitten is picked up in the event that the buyer is unable to pick up the kitten on the original go-home date that the litter is scheduled to leave. Seller has the right to accept or decline a buyer's request for a kitten's extended stay past the go-home date. The \$25.00 daily boarding fee does not apply however if it is the seller who decides to re-schedule the kitten's pick-up appointment. If kitten is not picked up by 15 weeks without prior arrangements with the seller (breeder) then buyer forfeits all fees paid in procurement of the kitten.

Kitten Selection Detail:

The right of "first choice" and distribution by class (not for breeding, for breeding/show)

We would like to note at once that in our cattery we are engaged in breeding work aimed at improving the breed characteristics of Bengal cats. Therefore, we reserve the right of "first choice" of any kitten from any litter. After a kitten class is defined as a "potential show class or breeding quality", we reserve the right not to offer such a kitten to people on our waiting list, nor to offer it to third parties for sale. This is a common practice among breeders of cats, because this is what makes it possible to improve the breed.

The Purple Lotus Cattery reserves the right to choose the best kitten (kittens) from the litter for its breeding program. This means that such a kitten (kittens) will not go on sale. This is a common practice among cat breeders, because this is what makes it possible to improve the breed, and in our cattery we are engaged in breeding work aimed at improving the breed characteristics of Bengal cats.

The Purple Lotus Cattery reserves the right to distribute kittens into the following classes: not for breeding, and for breeding/show. The decision on the distribution into classes is made by the breeder of the cattery.

According to the Waiting List you will be offered only that kitten (only those kittens) to which the class for which you have applied will be assigned:

- a kitten of the “breeding/show” class cannot be offered according to the waiting list to applicants for the purchase of a kitten of “not for breeding” class unless no buyers of breeder quality are available.
- a kitten of the “not for breeding” class cannot be offered according to the waiting list to applicants for the purchase of a kitten of “for breeding” unless both the buyer/seller agree in writing.
- Before submitting an application for the purchase of a kitten on the terms of the waiting list, you need to make a final decision about the purpose of buying a kitten.

Additional Selection Details:

- Selection of kittens for people on our waiting list begins after the kittens are 3 weeks old and after the breeder has determined sex and breeding and nonbreeding quality.
- The first information about available kitten will be received by the person who applied for a kitten with such parameters and, at the same time, is higher on the waiting list for exactly such a kitten.
 - A kitten will be offered to buyers in order of how they appear on the waiting list with regards to nonbreeding/breeding class and buyer preferences.
 - The priority of a buyer’s right to reserve a kitten corresponds to the number of a buyer’s queue on the Waiting List.
 - Those in breeding class will have priority over those in nonbreeding class
- Once the buyer chooses a kitten the buyer cannot switch kittens, unless the seller allows it. Please understand that if you decide to switch kittens the price may differ from the original price agreed to in the kitten contract.

Remember: Once kitten is offered and agreed upon based on buyer preferences the buyer will pay an additional deposit of \$100 (Pet) and \$500 (Breeder/show) to reserve this specific kitten. Waiting list deposit and reservation deposit will come off the total cost of kitten upon pickup/delivery Not paying the reservation deposit will result in forfeiture of your waiting list deposit

This waiting list deposit agreement serves as proof of waiting list deposit & receipt once it bears sellers signature & date. Seller will promptly mail (or e-mail) a signed/dated copy of this deposit agreement to the buyer once waiting list deposit has been received. This agreement shall be final and binding upon the purchaser and seller (breeder) signatures. Parties shall submit all their disputes arising out of or in connection with this agreement to the exclusive jurisdiction of the courts of Ohio and in the city for which the breeder resides. In the event of a dispute between parties the breeder shall be entitled to his/her attorney fees and all costs and expenses associated with the dispute.

Breeder: _____

Date: _____

Buyer: _____

Date: _____