

**Amber McPhetridge**

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**Kitten Deposit Contract**

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

**DEPOSIT TO RESERVE KITTEN AND/OR JOIN WAITLIST**

1.) Purchaser shall pay a deposit of $200.00 to reserve a kitten which shall be applied towards the Purchase Price of the Kitten. The balance shall be due and payable upon the release of Kitten to Purchaser and paid by cash or cashier’s check. For kittens being transported by flight nanny or ground transportation, payment is due 7 days prior to pick up. Buyer Initials:\_\_\_\_\_\_\_

2.) The purpose of the Waitlist Deposit is to ensure the Purchaser’s intent to purchase a Kitten. The Deposit is non-refundable should the Purchaser, for any reason, change his/her mind and decide not to adopt 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. Buyer Initials:\_\_\_\_\_\_\_

3.) The Reserve 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 or keeping the kitten for continuation of our breeding program. However, Seller has the option of offering a replacement kitten of similar quality, which Purchaser may accept or decline. Buyer Initials:\_\_\_\_\_\_\_

**PURCHASE PRICE**

4.) Purchaser may be given a price range for the Kitten upon payment of the reserve 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. Contract must be reviewed and signed by both Seller and Purchaser 7 days prior to the Kitten being delivered to Purchaser.

 Buyer Initials:\_\_\_\_\_\_\_

**SELLER’S RIGHT OF REFUSAL**

5.) 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 within 60 days, 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. Buyer Initials:\_\_\_\_\_\_\_

**GOVERNING LAW**

This contract is legally binding to the Buyer and Seller in this transaction and is non-transferable to other parties. Any legal fees incurred in upholding this contract will be paid by the Buyer. Venue is in the State of Pennsylvania and in the County of Berks. Buyer Initials:\_\_\_\_\_\_\_

BUYER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SELLER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_