

Etlon Maine Coon Cats
Rick and Elizabeth Nolte
4084 The Fenway
Mulberry FL 33860
(706) 601-9096

MAINE COON 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 \$500 per kitten (\$1500 if Kitten is sold with breeding rights), which shall be applied towards the purchase price of the Kitten. The balance shall be due and payable upon release of the Kitten to the Purchaser. If Kitten is to be shipped/delivered, the balance shall be due and payable at least 24 hours before the Kitten is shipped to the Purchaser. **[Note: Some electronic payment applications charge a fee for payments. If the payment application used deducts a fee from the amount we receive, the amount of 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 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 into a new home as quickly as possible. For this reason, the **Deposit is non-refundable to ensure the Purchaser's commitment to Purchase the Kitten**, pay the balance due by the date as indicated above and accept delivery of the Kitten by that time or pay the boarding fees as set forth below. However, the Deposit may be applied to the purchase of a future kitten. The Deposit stays valid and may be applied toward the purchase of a future kitten from the Seller for as long as the Seller remains in business.

The Deposit shall be refunded if the Seller fails to make the Kitten available to the Purchaser for reasons including, but not limited to, the Kitten's mortality. However, the Seller has the option of offering a replacement kitten of similar quality, which the Purchaser may accept or decline.

PURCHASE PRICE

The Purchaser will be given a purchase price at the time of placing the deposit. Seller shall provide a copy of the deposit Contract for the Purchaser to review. Once the deposit is made, the Kitten will be made unavailable to any other buyer. Purchaser understands that this deposit is non-refundable. A copy of the Seller's Purchase Contract shall be made available to the Purchaser for review. A copy of the Contract will be available for signature once the Purchaser collects the Kitten. If the Kitten is being shipped/delivered, we require that the Contract be signed and sent back to us (via e-mail is acceptable) prior to the Kitten being shipped.

SELLER'S RIGHT OF REFUSAL

Seller's decision to cancel the sale shall be motivated solely by the best interest of the Kitten and Seller's potential relationship with the Purchaser. In addition to ensuring that the 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 too.

GOVERNING LAW

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

Rick and Elizabeth Nolte
4084 The Fenway
Mulberry FL 33860
(706) 601-9096

Buyer

Name
Address
Phone

Signature _____

Signature _____

Date signed _____ 20____

Date signed _____ 20____