

Danielle & Travis Weakley

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[www.AboveParBengals.com](http://www.AboveParBengals.com)

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

We require a $750.00 **non-refundable and non-transferable** PET deposit per Kitten

and $1,000.00 **non-refundable non-transferable** 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, the balance is due and payable at least 120-hours before the Kitten is shipped to

the Purchaser.

We require a $250.00 **non-refundable** RETIRED PET deposit. No hold shall be placed

upon a cat until the full deposit is received regardless if partial payments have been made.

The deposit will be put towards the purchase of the cat and is non-refundable and can’t be

transferable if placed on a present particular cat. Retired Pet deposits are NonRefundable at all times.

Purchase price kitten is NOT including the cost of shipping the Kitten by ground ($500.00).

Seller warrants that Kitten is healthy and in good condition at the time he or she is shipped to

Purchaser, as evidenced by the veterinarian’s health certificate, which shall accompany

Kitten. Seller is not responsible for any injury or damage to the Kitten after Kitten is

left with the shipper. All kittens must be paid for by the time they are 14 weeks old. The

kitten must be picked up or shipped no later than 16 weeks old, unless prior arrangements

have been made and agreed to by both parties. Any kitten left here after 16 weeks of age

without prior notice shall be charged $10.00 a day boarding fee. After 17 weeks old, the

kitten will be considered abandoned. The deposit will be forfeited and kitten shall be

resold

**[Note: If the deposit is paid by PayPal, Paypal may charge a fee. 3% 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 4 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, 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, 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 Missouri. Parties shall submit all their disputes

arising out of or in connection with this Agreement to the exclusive jurisdiction of the

Courts of Maryland. 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.

**A Signed Copy of this contract is to be emailed to AboveParBullies@gmail.com**

**upon submission of deposit for any cat/kitten(s). Please include a color photocopy of**

**a Drivers License or State Issued Non Drivers Identification Card for every person**

**signing this contract.**

SELLER NAME:\_\_\_\_\_\_Danielle Weakley\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_Auxvasse, Missouri 65231\_\_\_\_\_\_\_

 SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUYER NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_