



WAIT LIST AGREEMENT FOR PURCHASE OF A Bengal Buddies Cat

This Wait List Agreement is between the **Seller, Bengal Buddies (BB)**, and **Buyer, (Buyer)**, dated this ___ day of ____, 2021 (Agreement).

BENGAL BUDDIES AND BUYER AGREE AS FOLLOWS:

1. Wait List Payment

Buyer agrees to pay to BB the amount of Forty Dollars (\$40.00) (Payment) for placement on the BB Waiting List (List) for purchase of a Bengal cat (Cat) under the terms and conditions described below.

In the event Buyer proceeds to complete a purchase of a Cat from BB under the terms and conditions of this Agreement and Purchase Contract (Exhibit A), the Payment will be applied to the Purchase Price of the Cat. In the event Buyer does not purchase a Cat from BB, the Payment is non-refundable.

Notwithstanding anything to the contrary herein, BB reserves the right, in its sole discretion, to refuse sale of the Cat prior to delivery. In the event BB exercises this right, BB shall return to Buyer any List or Deposit Payments made to BB.

2. Priority Selection of Cat Based on Wait List Position

Buyer shall select its Cat(s) based on its List position. Prior to Payment, BB will provide Buyer a good faith estimate of Buyer's anticipated position on the List. The final priority assigned to Buyer on the List is established based on the date the Payment is received. BB will confirm with Buyer its placement on the List upon receipt of the Payment.

3. Deposit Payment

BB will use good faith efforts to keep Buyer advised of the anticipated birth date of the litter from which Buyer is anticipated to be able to select its Cat. BB will then notify Buyer upon birth of the litter. Upon notification of the birth, Buyer shall have fourteen (14) days upon which to pay the amount of Two Hundred Fifty Dollars (\$250.00) as a deposit toward purchase of its Cat (Deposit Payment). The Deposit Payment shall be credited against the Purchase Price.

4. Selection of Cat

BB will use good faith efforts to provide Buyer with photos and videos of the litter from which Buyer is anticipated to select its Cat. BB will also arrange FaceTime videos if Buyer requests. In person visits will be permitted post-Covid 19 Pandemic. Unless agreed otherwise, Buyer shall select its Cat between six (6) and eight (8) weeks after birth. In the event Buyer fails to select its Cat by eight (8) weeks, Buyer will lose its selection position. In that event, BB shall have sole discretion to remove Buyer from the List and offer a Cat to the next buyer.

5. Purchase Price of Cat

BB and Buyer agree the Purchase Price of the Cat selected by Buyer will be: _____ Dollars (\$ xxxx).

6. Non-Transferability or Assignability of Contract

This Contract is between BB and Buyer and may not be transferred or assigned to any other party.

Agreed to:

BB by Diana Jagiella		Dated:
Buyer		Dated: