

## Riversyde Cattery

### Waiting List and Deposit Agreement

We offer our kittens to families in order of received deposit. First deposit gets first choice and so on. Deposits can be accepted in the form of cash postal money order. Postal money orders must be purchased from the US Postal Service. The amount of deposit required is \$500. Kittens must be paid for in full before the kitten leaves the cattery.

The terms are found below. Please initial each line to show your agreement with the terms and completely fill out the bottom portion.

By submitting my waitlist deposit and this complete form to Brandy Kern of Riversyde Cattery, I confirm the following:

\_\_\_\_\_ I understand that my wait list deposit is NON-REFUNDABLE. I understand this policy is to ensure that I am fully committed to purchasing a kitten from Riversyde Cattery.

\_\_\_\_\_ I understand that if a kitten is not offered to me within one year of my wait list deposit, my wait list deposit may be refunded ONLY if I have not refused other available kittens within the year. If I have refused available kittens within the year, my deposit will not expire or be returned to me. Instead, I may choose to either forfeit my deposit and be removed from the waiting list or continue waiting for a kitten of my choice and remain on Riversyde's waiting list. The waiting list deposit will not expire as long as Riversyde is still breeding.

\_\_\_\_\_ I understand that if I place a deposit prior to birth or younger than 8 weeks, that I will need to pick my kitten from photos that we are provided. I also understand that Riversyde does not allow visitors prior to 8 weeks of age and cannot hold up the other families in line for me to be able to wait and visit. Photos will be sent out at approximately 6-8 weeks of age and in order of deposit families will be given 24 hours to choose their kitten. Upon evaluation of each kitten, the final price of kitten will be included with the photos.

\_\_\_\_\_ I understand that if I neglect to respond to Riversyde's correspondence about a kitten being offered to me within 24 hours, then she may move on to the next in line.

\_\_\_\_\_ I understand that I have to take possession of the kitten by the date approved by the breeder. If I am to delay in pickup of the kitten I may have to pay an additional DAILY fee of up to \$10.

\_\_\_\_\_ I understand that the balance needs to be paid in full by the time the kitten is 12 weeks of age unless prior arrangements are made in writing with Riversyde.

\_\_\_\_\_ I understand that if I am picking up the kitten then the final payment can be paid upon arrival and MUST be cash. If I am using a courier to transport the kitten then I must have the final payment to Riversyde Cattery no later than 10 days prior to kitten departure. If I do not, then I will forfeit my deposit.

\_\_\_\_\_ I understand that the kitten is not being sold with breeding rights and must be altered.

This deposit is being sent for: (Fill in description of kitten)

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Purchaser's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

Comments: \_\_\_\_\_

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Once you have filled this out to it's entirety, please return to Brandy Kern at [riversydefarms@msn.com](mailto:riversydefarms@msn.com). You can then get information on how to send your deposit.

Both parties agree that the terms of this agreement are confidential between the parties and their legal counsel. Consequently, the posting of public reviews, critiques, and comments disparaging of either party is prohibited. Violation of this clause will be \$10,000 in damages.

If any term of this agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to such extent of invalidity, illegality, or unenforceability: all other terms hereof shall remain in full force and effect.

Be sure to read my contract and health guarantee on my website at [www.riversydecattery.com](http://www.riversydecattery.com). You will also be required to sign this before the kitten leaves the cattery. Any legal action which may arise under the terms of this contract will be brought in Douglas County in the state of Nebraska. Buyer shall be liable for any and all court costs and related charges including attorney's fees associated with Seller enforcing the terms of this contract.