



Deambarino Birman Cattery

Claudia Frank

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de-ambarino.com

TICA registered since 2004

(FeLV and FIV Free Cattery)

Deambarino Priority Waiting List Agreement

This Priority Waiting List Agreement ("Agreement") is entered into between **Deambarino Birman Cattery, Claudia Frank** ("Breeder") and the undersigned **Applicant ("Future Pawrent")**.

The purpose of this Agreement is to establish the terms under which the Applicant may join the Deambarino Priority Waiting List for a future Birman kitten.

1. Waiting List Placement

Placement on the Priority Waiting List is available only to applicants whose Kitten Application has been reviewed and approved by Deambarino.

Approval of an application does not guarantee the availability of a kitten.

Once an application has been reviewed and approved, the Buyer may secure a position on the waiting list by:

- Signing this Agreement; and
- Submitting the required waiting list fee.

Placement on the waiting list does not guarantee the immediate availability of a kitten and does not constitute a final kitten reservation.

2. Priority Waiting List Fee

To secure a place on the Priority Waiting List, the Applicant agrees to pay a **\$200.00 Priority Waiting List Fee**.

The Applicant's position on the waiting list is confirmed only after:

- this Agreement has been signed by both parties; and
- the \$200.00 fee has been received by Deambarino.

The Fee

- Holds the Buyer's position in the order received;
- Demonstrates the Buyer's commitment to obtaining a kitten from Deambarino Birman Cattery;

The waiting list fee is not transferable to another person without the Breeder's written approval.

3. Credit Toward Purchase Price

The \$200.00 Priority Waiting List Fee is **not an additional charge**.

If the Applicant purchases a kitten from Deambarino, the full \$200.00 fee will be credited toward the final purchase price.

4. Waiting List Priority

Applicants are generally contacted in the order in which they join the Priority Waiting List. However, Deambarino reserves the right to place kittens based on factors including but not limited to:

- the kitten's temperament;
- health and individual needs;
- breeding quality or show potential;
- the Applicant's preferences;
- compatibility with the Applicant's household; and
- the overall best interest of each kitten.

The Breeder's placement decisions are final.

5. Kitten Availability

Joining the Priority Waiting List does not guarantee:

- a kitten within a specific timeframe;
- a particular gender;
- a specific color or pattern;
- breeding rights; or
- the availability of any particular litter.

Nature determines litter size, gender, color, and timing.

6. Kitten Selection Process

Kittens are offered in the order of waiting list priority.

When suitable kittens become available, the Breeder will contact the Buyer.

The Buyer will have **72 hours** to respond to an offer unless other arrangements have been made in advance.

Failure to respond within the allotted time may result in:

- Passing on the available kitten; and/or
- Moving to the next available kitten opportunity.

The Breeder reserves the right to determine when a kitten is suitable for placement and when selections may begin.

7. Declining a Kitten

The Applicant may decline an offered kitten that does not reasonably meet the preferences listed on the application.

If the Applicant declines multiple suitable kitten offers without reasonable cause, Deambarino reserves the right to remove the Applicant from the Priority Waiting List without refund of the Waiting List Fee.

8. Reservation Deposit

Once the Applicant accepts a specific kitten, a separate **Kitten Reservation & Deposit Agreement** will be provided.

A reservation deposit must be received by the deadline stated in that agreement to reserve the selected kitten.

9. Refund Policy

The \$200.00 Priority Waiting List Fee is:

- credited toward the purchase price of a kitten;
- non-transferable without written approval by Deambarino; and
- non-refundable except if Deambarino is unable to provide a kitten that reasonably matches the Applicant's approved preferences within a mutually agreed period, or as otherwise determined solely by the Breeder.

If the Applicant voluntarily withdraws from the waiting list, the fee is forfeited.

If we permanently cease breeding operations before a suitable kitten becomes available, a refund will be issued.

10. Breeder's Right to Refuse Placement

Deambarino reserves the right to decline or cancel a placement at any time before a kitten is delivered if circumstances arise indicating that placement is no longer in the best interest of the kitten.

If the Breeder cancels the Applicant's participation for reasons unrelated to a breach of this Agreement by the Applicant, the Waiting List Fee will be refunded in full.

11. Buyer Responsibilities

The Buyer agrees to:

- Provide accurate information during the application process;
- Notify the Breeder of any significant changes in contact information or living circumstances;
- Maintain respectful and timely communication;
- Carefully review all future reservation and purchase agreements before placing a kitten deposit.

12. Entire Agreement

This Agreement represents the entire understanding between the parties regarding placement on the Priority Waiting List.

Any amendments must be made in writing and signed by both parties.

Buyer Information

Name: _____

Address: _____

Phone: _____

Email: _____

Preferred Gender: _____

Preferred Color/Pattern: _____

Signatures

By signing below, both parties acknowledge that they have read, understood, and agree to the terms of this Waiting List Agreement.

Buyer

Signature: _____

Printed Name: _____

Date: _____

Breeder

Deambarino Birman Cattery

Signature: _____

Printed Name: _____

Date: _____

Waiting List Fee Received (\$ 200.00) : ☐ Yes ☐ No

Amount Received: \$ _____

Payment Method:

☐ Paypal (deambarino@gmail.com)

☐ Check

☐ Zelle (deambarino@yahoo.de or my phone number)

Date Payment Received: _____

Waiting List Position: _____