



KIMBERLY BENGALS

## PET CONTRACT

### The Seller / Breeder:

Cattery Name: Kimberly Bengals (TICA reg. name KIMBERLYBENGALS)

Cattery TICA reg. #: 31894

E-mail: [kimberlybengals@aol.com](mailto:kimberlybengals@aol.com)

### The Buyer:

Name: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

### Purchase Info:

Breed: Bengal

Color: \_\_\_\_\_

Sex: \_\_\_\_\_

Eye color: \_\_\_\_\_

Birth Date: \_\_\_\_\_

Sire: \_\_\_\_\_

Queen: \_\_\_\_\_

Purchased as (breeding / pet only): \_\_\_\_\_

Spay / neuter by (date): \_\_\_\_\_

Purchase amount: \_\_\_\_\_

Breeding rights amount \_\_\_\_\_

Shipment charges \_\_\_\_\_

Total amount: \_\_\_\_\_

Deposit paid: \_\_\_\_\_

Outstanding amount: \_\_\_\_\_

Release date: \_\_\_\_\_

Paid in Full: \_\_\_\_\_



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Purchaser has paid a non-refundable deposit of \$\_\_\_\_\_ on \_\_\_\_\_ to hold Kitten for the Purchaser. The deposit shall be applied towards the purchase price which is due and payable on or before the 10-week date, or when the Kitten is collected, as long as date the kitten is picked up is within 14 days of the 10-week date. In the event the Seller is unable to sell Kitten to the Purchaser, for reasons including, but not limited to, the Kitten's mortality, Seller has the option of refunding the deposit or replacing the Kitten with a kitten of similar quality (Seller's choice). Seller shall have 12 months to provide a replacement kitten to the Purchaser.

### **TERMS AND CONDITIONS**

1) Under no circumstances will this cat / kitten be sold, leased or given away, or sold to any pet shop, research laboratory or similar facility. Buyer MUST contact Seller if they can no longer keep said cat / kitten. This cat / kitten will be kept indoors and not be allowed to roam freely outside. The cat / kitten will NEVER be de-clawed.

Purchaser agrees to never declaw Kitten. Initial \_\_\_\_\_

2) If this cat / kitten is found to be neglected or mistreated, Purchaser will surrender said cat or kitten to Seller immediately.

3) Under NO circumstances is this cat / kitten to be destroyed prior to approval by Seller. Failure to do so will render any guarantee null and void.

4) Kitten is sold only as a pet. Purchaser shall spay or neuter Kitten between 3 months and 9 months of age. Kitten shall not be shown at a cat show without the prior written consent of the Seller.

5) Purchaser further warrants and agrees that Kitten shall not be used for breeding purposes. In the event Kitten is found to be used for breeding, Seller shall be entitled to receive an additional payment of \$2,500.00 within 7 days of written demand being made upon the Purchaser for breach of this contract.

6) Purchaser shall care for the Kitten with a proper diet, housing, health and general care, including maintaining up to date vaccines and proper parasite prevention.



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If, in Seller's opinion, Kitten is neglected or mistreated, Purchaser shall surrender Kitten to Seller unconditionally. "Neglect" or "mistreatment" shall include, but not be limited to, leaving Kitten alone without human companionship for periods in excess of 72 hours, lack of proper sanitary facilities, lack of proper veterinary / medical attention, food, water, or physical abuse. Any and all fees associated with the recovery of Kitten shall be paid by the Purchaser, including, but not limited to, any and all court costs and attorney's fees.

7) Seller shall provide the registration papers for the Kitten to the Purchaser within a reasonable time of Purchaser's presentation of a veterinarian's certificate of spaying or neutering of the Kitten.

8) Any disagreements resulting from the purchase of this cat will not be published by buyer, seller or their associates / surrogates on social media or on any Internet sites. Damages for violation of this clause will be \$5000.

### **HEALTH GUARANTEE**

Health is guaranteed for a period of 72 hours from the time the kitten leaves the possession of the seller. To validate this guarantee, you must take the cat / kitten to your veterinarian (at Buyer's expense) within this declared time. If the cat / kitten is found after such examination to have any type of life-threatening problem, it may be returned and a replacement kitten offered as available. All shipping expenses from the date of sale are the responsibility of the Buyer. If the cat / kitten is returned to the breeder, the cat / kitten must be tested for FIP, FIV, and FeIV at Buyer's expense. Once the cat / kitten leaves the possession of the Seller, Kimberly Bengals cannot be held responsible for any veterinary bills or charges incurred on said cat / kitten.

Buyer agrees to isolate this cat from other pets for a period of fourteen days. Feeding shall be accomplished according to the breeder's recommendations.

Should the cat / kitten die within one year of age because of a congenital defect (unknown at time of sale), said cat / kitten will be replaced if an appropriate necropsy is performed by a licensed veterinarian and a veterinarian certificate is provided showing proof of cause of death. A replacement kitten of comparable quality and value will be made at the discretion of the breeder / seller. Seller may also elect to give a monetary refund of purchase price.



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This contract is legally binding to all parties involved. It applies only to the Buyer and the Seller in this transaction and is non-transferable to other parties. In the event of default, the Buyer will be legally liable for all attorney fees and or collection fees and all related costs necessary to resolve this matter. It is also agreed that any legal matters pertaining to this contract will be construed in accordance with the laws of the State of Utah.

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract.

Buyers' signature below shows they have read and agree to this contract.

Buyers' Name \_\_\_\_\_

Buyers' Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

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

Date: \_\_\_\_\_