

Catery Pet Quality Contract/Health Guarantee

This Agreement is made and entered into this day of

\_\_\_\_\_

and between Bougie Bengal Kittens Inc,

\_\_\_\_\_

(hereinafter known as Seller ),

and \_\_\_\_\_,

(hereinafter known as Buyer ).

1. Seller agrees to sell, and Buyer agrees to buy, one Bengal described as follows:

Litter #:                      Date of Birth:                      Sex:                      Color:

SIRE:                                      TICA or CFA #:

DAM:                                      TICA or CFA #:

2. Payment in Full. The purchase price will be \$\_\_\_\_\_ (\_\_\_\_\_ and no/100 dollars), plus additional ownership paperwork, and any delivery charges making a total balance due of \$\_\_\_\_\_ (\_\_\_\_\_ and no/100 dollars). The total amount due must be paid in full prior to Buyer taking possession of the above-described kitten. Once Buyer takes possession of the above-described kitten all rights and responsibilities of ownership is the sole responsibility of Buyer (including, but not limited to, veterinarian costs).

\*\* Total price subject to adjustment if Ownership paperwork is waived completely or temporarily.

3. Deposit and Hold. Buyer has read, understands, and agrees to our deposit and hold policy as described as follows: Buyer is making a non-refundable deposit of.

The deposit amount is \$\_\_\_\_\_ (\_\_\_\_\_ and no/100 dollars) to reserve the above-described kitten. This deposit amount does not include any delivery charges. This deposit is non-refundable except if Seller cannot provide a kitten to Buyer for some unforeseen reason, or Buyer's decision to purchase said Kitten has reasonably changed. Example: Financial restraint, Lose of income, Allergies, Home agreement restriction.

4. Balance Due. The balance of the purchase price in the amount of \$\_\_\_\_\_ (\_\_\_\_\_ and no/100 dollars), plus any delivery charges in the amount of \$\_\_\_\_\_ (\_\_\_\_\_ and no/100 dollars).

a. If kitten is being delivered to Buyer - Buyer must pay to Seller in the agreed upon form of payment the total cost of the delivery two week (14 days) prior to the date. The balance due will have to have cleared our bank in order for Bougie Bengal Kittens Inc to relinquish kitten to Buyer.

b. If kitten is being picked up by Buyer - if payment is made by cash, the balance is due on the day Buyer picks up the kitten.

5. Payment Method(s). Buyer has the choice of making payment(s) with cash, or any other accepted form of payment presented by Bougie Bengal Kittens Inc.

6. Buyer understands and agrees to inform Seller, in writing, within 72 hours of receipt of the kitten (excluding holidays and/or weekends), if there are any health concerns then such notice must be accompanied by a written explanation of the specific health concern and severity of such health concern, by a qualified, licensed veterinarian. At that time, Buyer has the option of returning the kitten, at Buyer's sole expense, within 72 hours of receipt of the kitten of cat. After 72 hours from receipt of the kitten, Bougie Bengal Kittens Inc will not accept the return of the kitten unless prior written arrangements have been made between Buyer and Seller. Bougie Bengal Kittens Inc prefers to meet all of our Buyers. Seller may arrange to meet Buyer at a mutually agreed upon place for the delivery of the kitten. Buyer understands and agrees that if Seller travels to meet Buyer to deliver the kitten, a delivery charge will be added to the cost of the kitten.

7. Spay/Neuter Agreement:

Buyer is receiving an intact kitten.

If kitten is sold as a show/breeder. - None.

Spay/Neuter Agreement

If kitten is sold as a pet. Spay /Neuter agreement will be signed when purchasing a kitten as (pet) only. This agreement is legal and binding. If purchasing a kitten as (pet) only you will be required to have your kitten spayed/neutered before any registration papers are received by the purchaser. CFA or TICA papers on cat or kitten will be withheld until notification of altering of the animal is received and verified.

### Spay/Neuter Agreement

Permanent ownership of this kitten is contingent upon your compliance with this Addendum. Proof of the spay/neuter must be received by the (PURCHASER'S NAME) within thirty (30) days after the surgery. In the event that the kittens health does not allow this agreement to be honored, Bougie Bengal Kittens Inc must be provided with a statement from your veterinarian that this kitten is not yet in physical or emotional condition for surgery. Based upon the veterinarian's evaluation of this kitten the (purchaser) will contact the veterinarian and establish the earliest date that the procedure can be performed. (PURCHASER) will notify the (BREEDER) of this amendment in writing, at which time all other conditions of this agreement will apply and be enforced. This is the responsibility of the PURCHASER, not the veterinarian, to ensure that Bougie Bengal Kittens Inc has received verification that the surgery has been performed. Failure to comply with this agreement by the date below, unless otherwise agreed to in writing,

By my signature below, I agree to have this kitten spayed/neutered by no later

than \_\_\_\_\_,

I understand that this spay/neuter agreement is an agreement that this kitten will not produce a litter of kittens either as purposely bred or by accidental breeding.

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

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

Purchasers name: \_\_\_\_\_

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

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

Zip: \_\_\_\_\_

Telephone number: (\_\_\_\_\_) \_\_\_\_\_

Breeder's Signature: \_\_\_\_\_

## SPAYING OR NEUTERING YOUR KITTEN IS HEALTHIER FOR THEM

Neutering a male eliminates the possibility of testicular tumors and efficiently reduces the chance of prostate problems.

Neutering decreases the chance of perennial tumors and hernias that are in older, UN neutered males.

Spaying and neutering before sexual maturity has a temperament benefit.

Males neutered early in life tend to be less aggressive. Neutered males are less likely to mark in your home.

A spayed female does not have hormonal mood swings and will make a far superior pet and companion.

Females spayed before their first estrous cycle reduces her chance of mammary tumors, ovarian cancer and uterine infection.

8. Conveyance. Seller agrees to execute and deliver to Buyer the CFA or TICA registration paperwork and/or Certificate of Registration conveying ownership of the above-described kitten to Buyer upon payment of the additional fees for said paperwork if decided to purchase to be included to the total purchase price separately, and any delivery charges, if applicable. In the event, all original CFA or TICA registration paperwork, health record book, and any other documentation will be given at time of exchange.

### 9. Return Policy, Health Guarantee and Health Guarantee - Exceptions.

Bougie Bengal Kittens Inc is a PKD, FIV and FELV free cattery. To the best of Seller's knowledge, the above-described kitten is progeny of animals that are healthy. Buyer understands and agrees that in order to validate the Health Guarantee; Buyer must isolate the kitten from any other animals in the Buyer's home until after a qualified, licensed veterinarian performs the health check. Buyer is required to have the health check on the above-referenced kitten within 72 hours (three business days) of Buyer's receipt of said kitten by a qualified, licensed veterinarian. Failure to have the kitten examined by a qualified, licensed veterinarian within 72 hours (three business days) of Buyer's receipt of said kitten, will make any health guarantees in this Agreement null and void. Such health check must be performed within 72 hours from Buyer's receipt of the above-described kitten. After 72 hours have elapsed, Buyer assumes all responsibility of ownership of this kitten, including, but not limited to veterinarian costs.

a. If the above-described kitten is taken to a licensed veterinarian within 72 hours of delivery, and is found to have a serious health problem that will affect the life span or life enjoyment of the kitten, then Bougie Bengal Kittens Inc will offer an exchange for the above-described kitten with a kitten of equal quality from the first available litter born. Buyer is solely responsible for all expenses related to the return of the kitten to Seller, and Buyer must execute any and all necessary paperwork to convey all interest in said kitten back to Seller. Further, if Buyer accepts a replacement kitten, Buyer is solely responsible for all shipping and/or delivery expenses.

b. If, a qualified, licensed veterinarian, as set forth in paragraph 9, above, upon examination and testing of the above-described kitten discovers that said kitten suffers from a congenital defect, as outlined in paragraph 8i, below, unknown to Seller at the time of sale, and no replacement is available at that time, Seller reserves the right to furnish a replacement kitten on an availability basis ONLY with a cat or kitten of similar quality. If a kitten of equal quality to the above-described kitten cannot not be made within twenty-four (24) months from the date of this Agreement, then Buyer agrees to accept a replacement kitten of any color, and/or sex. Buyer understands and agrees to make a choice from what is offered. No replacements will be made until all registration papers, health record booklet, a signed statement from the veterinarian, and all medical records for the above-referenced kitten are returned with said kitten. A new contract will be signed on the replacement kitten. If Buyer fails to return such documentation related to this issue to Seller, Buyer hereby waives his/her right to exchange the kitten.

**\*\*NOTE\*\*** Seller reserves the right to have a second opinion provided by a Reputable veterinarian of choice, at own cost. Under no circumstances will seller be obligated to buyer for a cash refund or veterinarian costs.

**\*\*** Congenital defects are limited to the following: Polly cystic kidney disorder (PKD), cardiomyopathy, entropions, cataracts (cataracts may undergo spontaneous resorption within the first year [i.e., disappear]; if not, and if the retina is working, surgery may be needed.), degeneration of the retina, cleft palates and cleft lips, mega esophagus, port systemic shunt (liver), patent ductus arteriosus (PDA), seborrhea oleosa, amyloidosis, and mucopolysaccharidosis.

c. Buyer has the right to return the above-described kitten for up to six (6) months from the date of this Agreement for a replacement kitten of equal quality (excluding delivery charges), ONLY IF a qualified veterinarian sends to Seller a signed certification (on the veterinarian's business letterhead) that the kitten has any fatal congenital defect that cannot be treated. A detailed statement by the examining veterinarian, along with copies of all medical records, x-rays, lab work, and notes MUST accompany the signed certification and will precede the return of the kitten. This certification must state what the fatal congenital defect is, the treatment, approximate cost, and the origination of the problem. Seller reserves the right to get a second opinion, at expense, by a reputable veterinarian of own choice. Arrangements for the return of the above-described kitten must be agreed to, in writing, by Seller and Buyer prior to the Buyer Retutning the kitten back to Seller. Buyer is solely responsible for all delivery and/or shipping costs related to returning of the above-referenced kitten to Seller. Under no circumstances will seller be obligated to buyer for a cash refund or veterinarian costs.

d. Buyer understands and agrees that the health guarantee as outlined in paragraph 9, above, does not cover any condition stemming from the Buyer's neglect, illnesses, or accidents, that the kitten came in contact with while in the Buyer's care, including, but not limited to, blood transfusions, vaccination reactions, including mishaps, use of clumping cat litter, and death due to surgical procedures.

e. Buyer understands and agrees that any health guarantee applies only to the original Buyer, named on page one of this Agreement. Buyer understands and agrees that the kitten must be under the regular care of a veterinarian.

f. Buyer understands and agrees that he/she will remain solely responsible for any costs incurred in returning the cat to Seller, as well as all of the costs incurred in any veterinary examination.

g. No refunds will be made for a dead kitten. A replacement kitten will be made, only if a qualified, licensed veterinarian, trained in such procedures, performs a necropsy and such report is provided to Seller, and such report states that the above-described kitten died of a fatal congenital defect (as outlined in paragraph 9, above) and could not be treated. Seller is not responsible for any veterinarian or medical costs whatsoever.

h. Buyer understands and agrees that he/she assumes all responsibility for the above-described kitten from when Seller delivers the kitten to Buyer.

i. Buyer understands and agrees that failure to have the kitten examined by a qualified, licensed veterinarian within 72 hours of delivery (three business days) of Buyer's receipt of said kitten will make any health guarantees in this Agreement null and void.

j. Buyer understands and agrees that Seller has made no claims as to the above-described kitten's possible potential, or future health as the environment in which said kitten is transferred can greatly impact said kitten's or cat's well being. Buyer further understands and agrees that Seller has made no claims as to the ability of the above-described kitten to earn awards as this kitten is being sold as "Breeder Quality" and not as a "Show Quality" animal.

10. Health Record. The above-described kitten has had age appropriate vaccination(s) and preventative worming(s), which have been documented in the health record book provided to Buyer. Seller is not responsible for parasites or disease that this kitten may contract through transportation from Bougie Bengal Kittens Inc to the Buyer's home.

11. Care of This Kitten. Buyer agrees that he/she is not acting as an agent in the purchase of this kitten; and, that the kitten will reside at the home of the Buyer, it will not be allowed to be an outdoor cat, and will be provided with proper health.

a. Buyer understands and agrees that under NO circumstances shall the above-described kitten be sold, given away, traded, leased or donated to any pet shop, humane society, research laboratory or any similar facility.

b. Buyer agrees to provide necessary vaccinations and adequate health care including proper tooth care for the life of this kitten. Yearly check-ups and booster vaccinations (including rabies, if required by your veterinarian) are required and should be brought up-to-date on the health record provided to Buyer at the time of purchase. Any Kitten vaccinated for FIP voids all health guarantees. Seller strongly advises against the FELV (feline leukemia) vaccination. However, if the Buyer's veterinarian insists upon such a vaccination for this kitten, it MUST be the Merial PureVax FELV vaccine ONLY. If any other brand of FELV vaccine is used, this contract is null and void.

c. Buyer agrees to keep the kitten in a safe environment and not allow this kitten to run at large under any circumstances, and under no circumstances, will Buyer allow any children, child or adult to harass or mistreat the above-described kitten.

BUYER AGREES THAT DECLAWING IS CRUEL AND UNNECESSARY AND MAY CAUSE TERRITORIAL MARKING. A DE CLAWED CAT CAN BECOME PERMANENTLY CRIPPLED AND MAY HAVE TROUBLE WALKING, JUMPING AND PLAYING.

BUYER MUST AVOID DE CLAWING AT ALL COST.

d. Buyer understands and agrees that after the delivery date herein of the above-described kitten that Seller is not responsible for any veterinary or other professional bills/costs incurred on behalf of said kitten. Buyer further understands that if there is a question as to whether the kitten requires medical attention, a veterinarian will be contacted, the problem explained to said veterinarian and, any advice that veterinarian gives to Buyer will be immediately acted upon to insure the health and well being of this kitten.

12. Buyer understands and agrees that the health guarantee and any other guarantees are null and void should any and all types of cosmetic and/or elective surgery be performed on the above-described kitten.

13. Address, Telephone and Other Contact Information. Buyer and Seller both agree to provide each other with updated address, telephone numbers, email and other contact information within one week (7 days) if either of them re-locate from the address and/or telephone numbers on this contract.

14. First Right of Refusal. If, for any reason, Buyer is unable to keep this kitten, Seller shall be given the first right of refusal. Buyer will first offer the cat or kitten, intact, to the Seller for no more than the original purchase price. If Seller accepts this kitten back, at the sole expense of Buyer, the kitten shall be returned to Seller's possession and control, and Buyer shall execute all necessary documents to transfer ownership back to Seller. Buyer will provide to Seller all pertinent information as to the placement of said cat (i.e., name, address, etc. of new Buyer).

15. Buyer understands and agrees that his/her failure to comply with any provision of this Agreement may detrimentally affect the reputation of Bougie Bengal Kittens Inc.

16. Buyer understands and agrees that any and all legal action, which may arise under any provision of this Agreement, will be brought in the State, County and City of Seller's residence. Buyer Will Be Responsible for All Court Costs Involved Due to Breach of Contract.

17. Entire Agreement. This instrument is intended by both Seller and Buyer to be a final expression of their agreement and, as a complete and exclusive statement of its terms. No representations, understandings or, agreements, whether verbal or written, have been made or relied upon in the making of this Agreement other than those specifically set forth herein. Only an agreement signed by both parties may modify this Agreement.

18. Amendments to this Agreement. It is mutually understood by both Seller and Purchaser that any changes and/or additions to this Agreement must be initialed by both parties.

19. Severability. The invalidity, illegality, or unenforceability of any one or more provisions of this Agreement shall in no way affect or impair the validity, legality or enforceability of the remaining provisions herein, such provisions shall remain in full force and effect.



20. Remedies.

a. Cumulative. All of Seller's rights hereunder are separate and cumulative, and no one of them, whether or not exercised, shall be deemed to be an exclusion of any of the other rights and shall not limit or prejudice any legal or equitable right which Seller may have.

b. Seller's Right to Injunction. In the event of a breach by Buyer of the duties provided in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, (and paragraph 21, if applicable), it is understood that Seller's reputation as a breeder of Persian and Bengal kittens will be irreparably harmed thereby and that Seller has no adequate remedy at law. Seller shall, therefore, have the right to bring an action in equity and to enjoin Buyer from engaging in the continuation of such practices or actions and also to recover reasonable attorney fees and costs of suit incurred in that action.

21. Additional Agreements. See attached HCM Addendum.

This Contract Is Made and Signed by Both Parties to Ensure the Well-being and Protection of this Kitten. This Contract Constitutes the Full Agreement Between Buyer and Seller. No Other Warranty, Verbal or Written, Is Implied.

UNDER NO CIRCUMSTANCES WILL THE CATERY BOUGIE BENGAL KITTENS INC. BE RESPONSIBLE FOR ANY VET BILLS ONCE YOU LEAVE WITH YOUR NEW FAMILY MEMBER. IF YOUR KITTEN SHOULD COME DOWN WITH ANY COLD LIKE SYMPTOMS DUE TO STRESS FROM MOVING INTO A NEW HOME AND SHOULD NEED ANY MEDICATIONS WITHIN 72 HRS I WILL ONLY BE ABLE TO PAY FOR ANY MEDICATIONS NEEDED, NOT VET EXAM OR ANY ROUTINE TESTS.  
THANK YOU

Please read carefully  
Print sign and return with your deposit