



Retired Adult Bengal Contract

Bougie Bengals

Alexa Rodriguez 828-305-3377 [BougieBengals.com](http://BougieBengals.com)

The party of the first part \_\_\_\_\_ (hereinafter referred to as the “Buyer”) and the party of the second part, Alexa Rodriguez of Bougie Bengals (hereinafter referred to as the “Breeder”), agree to the following:

**Buyer information**

Full name:

Phone:

Email:

Full Home address:

(This address is used for microchip registration please include house number,street,city and zip code)

**Cat description**

Name:

Color/Pattern/Gender:

Registration number:

Date of Birth:

Microchip number:

Registration name of Sire:

Registration name of Dam:

## **Cat payment information**

Price:

Waitlist Payment Amount:

Waitlist Payment Method:

Reservation Payment Amount:

Reservation Payment Date Paid:

Reservation Payment Method:

Final Payment Amount:

Final Payment Due:

Final Payment Method:

Cat Pickup Date:

## **Registration and Breed Information**

This Bengal cat is TICA registered. The Breeder will provide all information necessary to be able to change ownership. At the time of transfer, the Breeder will also provide the Buyer with the cat's microchip information and insurance information.

Health testing results for the cat are made available to the Buyer through the Breeder's website. The Buyer acknowledges that they have the opportunity to review these records prior to completing the purchase.

If the cat is designated as "show quality," this indicates that the cat displays physical characteristics that closely conform to the Bengal breed standard. However, the Breeder makes no guarantee or warranty that the cat will place, win, or receive titles in any cat show or competition.

The Buyer acknowledges that it is their responsibility to research the Bengal breed and review all educational information provided on the Breeder's website prior to purchasing the cat.

## **Pickup Requirements and Failure to Pick Up**

The Buyer agrees to take possession of the cat on the scheduled pickup date specified

in this agreement.

If the Buyer fails to pick up the cat on the agreed pickup date, all payments made by the Buyer shall be forfeited and are non-refundable, and the Breeder reserves the right to place the cat with another buyer.

### **Payment Terms and Refund Policy**

All payments made toward the purchase of a cat are final and non-refundable.

If the Buyer previously paid a \$200 waitlist fee, that amount will be credited toward the purchase price of the cat.

To reserve a cat, the Buyer must pay fifty percent (50%) of the total purchase price at the time of reservation. The remaining balance is due two (2) weeks prior to the scheduled departure date.

If the Buyer fails to complete payment by the required deadline, the Breeder reserves the right to cancel the sale and place the cat with another buyer, and all payments made by the Buyer shall be forfeited and are non-refundable.

The cat will not be released to the Buyer until the full purchase price has been paid.

The Buyer acknowledges that the purchase price of the cat does not include transportation costs. Any transportation or delivery arrangements are handled through third-party transport services, and the Breeder is not responsible for transportation fees or services provided by such third parties.

### **Closed Cattery Policy**

The Buyer acknowledges that the Breeder operates a closed cattery and does not allow visitors at the Breeder's private residence. This policy is implemented to protect the safety and security of the Breeder's household, prevent theft, and maintain the health and biosecurity of all cats and kittens within the cattery. The Breeder may provide photos, videos, and updates of the cat prior to pickup.

### **Spay/Neuter Requirement and Initial Health Guarantee**

This cat is being sold strictly as a companion pet and carries no breeding rights. The cat will be spayed or neutered prior to being released to the Buyer. Following the procedure, the cat will remain in the Breeder's care for an appropriate recovery period prior to being released to the Buyer.

The Breeder guarantees that the cat is in good health at the time it leaves the Breeder's residence. Prior to leaving for its new home, the cat will have been examined by a licensed veterinarian and determined to be in good health. Any veterinary records available for the cat will be provided to the Buyer.

The Buyer agrees to have the cat examined by a licensed veterinarian within three (3) business days of arrival. The Buyer must notify the Breeder of the examination and provide proof that the veterinary examination occurred, such as a veterinary invoice, receipt, or written confirmation from the veterinary clinic, if requested by the Breeder.

The Buyer further agrees to quarantine the cat from all other animals for a period of fourteen (14) days following arrival to prevent potential exposure to illness. Failure to follow this quarantine requirement will result in all health guarantees provided by the Breeder becoming null and void.

The Buyer agrees to activate Trupanion health insurance for the cat prior to pickup, which may be completed up to twenty-four (24) hours before the cat leaves the Breeder's residence. Trupanion provides thirty (30) days of complimentary coverage beginning at the time the policy is activated. Proof of active insurance coverage may be requested by the Breeder. Failure to activate the required insurance prior to the cat leaving the Breeder's care will result in all health guarantees provided under this agreement becoming null and void.

### **Genetic Health and Replacement Guarantee**

The Breeder represents that the cat is, to the best of the Breeder's knowledge, free of known genetic conditions. All breeding cats used within the Breeder's program are not affected and clear of FeLV (Feline Leukemia Virus), FIV (Feline Immunodeficiency Virus), HCM (Hypertrophic Cardiomyopathy), PRA-B (Progressive Retinal Atrophy – Bengal type), and PK-DEF (Pyruvate Kinase Deficiency).

The Buyer acknowledges that, at this time, there is no available test to determine whether a healthy cat may later develop Feline Infectious Peritonitis (FIP). For this reason, the Breeder cannot guarantee that the cat will never develop FIP. However, the Breeder provides a lifetime guarantee against FIP under the terms outlined in this agreement.

Similarly, there is currently no genetic test available to definitively determine whether a Bengal cat will develop Hypertrophic Cardiomyopathy (HCM). As a result, the Breeder performs regular cardiac screenings of breeding cats by a board-certified veterinary cardiologist to monitor heart health. Because the future development of HCM cannot be fully predicted, the Breeder cannot guarantee that the cat will never develop this

condition. However, the Breeder provides a lifetime guarantee against HCM, provided that the Buyer submits biannual HCM screening results performed by a board-certified veterinary cardiologist to the Breeder.

In addition, the Breeder provides a lifetime congenital health guarantee covering hereditary conditions directly related to the above-listed diseases. This guarantee does not cover medical or behavioral conditions unrelated to congenital or genetic disease, including but not limited to inappropriate urination or defecation, cancer, kidney disease, diabetes, or other non-genetic conditions.

If the Buyer becomes aware of any health concern involving the cat, the Buyer must immediately notify the Breeder and authorize the release of all veterinary medical records to the Breeder for review. The Breeder reserves the right to request a second veterinary opinion from a veterinarian of the Breeder's choosing in order to confirm any diagnosis related to this health guarantee. Responsibility for the cost of such examination will be determined at the Breeder's discretion.

In the event that the cat dies, a necropsy must be performed by a licensed veterinarian. Written necropsy results must be provided to the Breeder and must clearly confirm that the cause of death was directly related to one of the health conditions covered under this agreement. The necropsy report must also include verification of the cat's identity through the microchip number, which must match the identification information recorded in this agreement.

If the Breeder determines that the cat died as a result of a condition covered under this guarantee, the Breeder will provide the Buyer with one (1) replacement cat of equal value, when one becomes available. This replacement guarantee may be exercised one time only. Any transportation or delivery costs associated with the replacement cat will be the responsibility of the Buyer.

In the event a replacement cat of equal value is not available within a reasonable period of time, the Buyer may elect to apply the value of the original cat toward the purchase of another available cat of greater value by paying the difference in price.

Under no circumstances may the cat be euthanized prior to notifying the Breeder. Failure to follow these procedures may result in all health guarantees becoming null and void.

This agreement provides replacement of the cat only. No refunds or monetary compensation will be provided, and the Breeder will not be responsible for veterinary expenses or any other costs incurred by the Buyer under any circumstances.

### **Husbandry Practices, Veterinary Protocol, and Buyer Responsibilities**

The Buyer acknowledges that the cat has been raised using natural husbandry practices, which may include the use of feline immunity nosodes, natural deworming methods, and a balanced species-appropriate raw diet.

Feline immunity nosodes may be administered in place of traditional vaccines as part of the Breeder's protocol to provide immunization and support immune system development, as recommended by the Breeder's holistic veterinarian. These nosodes are used with the intention of reducing the potential for adverse reactions that may occur as a result of intramuscular vaccinations.

The Buyer acknowledges that ketamine is a dissociative anesthetic drug that has been known to cause adverse reactions in Bengal cats. Accordingly, the Buyer agrees that ketamine, or any other dissociative anesthetic drug, shall not be used for any surgical procedure involving the cat. The use of such medications may void all health guarantees provided under this agreement. The Breeder recommends that surgical procedures be performed using propofol and isoflurane gas anesthesia protocols when anesthesia is required.

The Breeder recommends that the Buyer consult with their licensed veterinarian regarding appropriate immunization protocols for the cat. Due to sensitivities sometimes observed in Bengal cats, the Breeder recommends avoiding unnecessary intramuscular vaccinations whenever possible.

Where rabies immunization is required, the Breeder recommends the use of therimosal free rabies vaccine, which must be administered by a licensed veterinarian.

The Breeder further recommends exercising caution when using commercial flea and tick treatments, as certain chemical products may cause severe or life-threatening adverse reactions in some cats.

The Breeder recommends that the Buyer consider working with a holistic or integrative veterinarian for the continued care of the cat.

The Buyer agrees to discuss any medications, immunizations, or preventative treatments with their veterinarian and assumes responsibility for medical decisions made after the cat leaves the Breeder's care.

The Buyer acknowledges that the cat has been raised with careful attention to diet, exercise, socialization, and veterinary oversight. The Breeder shall not be held responsible for any illness, injury, adverse reaction, or death resulting from vaccinations, chemical dewormers, flea or tick treatments, medications, or other pharmaceutical drugs

administered after the cat leaves the Breeder's care.

The Buyer agrees to provide prompt and appropriate veterinary care should the cat show any signs of illness, distress, or injury. Failure to obtain necessary veterinary care may result in all health guarantees provided under this agreement becoming null and void.

The Buyer assumes full responsibility for continuing appropriate care of the cat after transfer of ownership, including maintaining suitable immunity protocols, veterinary examinations, enrichment, exercise, and feeding practices, as recommended by the Buyer's veterinarian and the Breeder.

### **Ownership Restrictions, Rehoming Policy, and Breeder Right of Return**

The Buyer agrees that the cat must not be declawed or demowed under any circumstances.

The Buyer further agrees that the cat shall not be confined to a cage or isolated room for unnecessary or prolonged periods of time, except when temporarily required for medical care, safety, or other reasonable circumstances.

The cat shall not be permitted to roam outdoors unsupervised at any time. Allowing the cat to roam outdoors unsupervised will result in all health guarantees provided under this agreement becoming null and void.

Allowing the cat to roam outdoors unsupervised shall also constitute a breach of this agreement. In the event of such breach, the Breeder reserves the right to reclaim possession of the cat without compensation, and the Buyer agrees to surrender the cat to the Breeder upon request. The Buyer shall be responsible for any costs associated with returning the cat to the Breeder.

If at any time the Buyer is unable or unwilling to keep the cat, the Buyer agrees to notify the Breeder immediately so that the Breeder may assist in locating an appropriate new home for the cat. The Breeder shall have the first right of return, and the Buyer agrees to return the cat to the Breeder upon request at the Buyer's expense. No monetary refund will be issued if the cat is returned to the Breeder.

The cat may not be sold, traded, given away, leased, loaned, co-owned, transferred, or rehomed to another individual without the prior knowledge and written consent of the Breeder. If the Buyer fails to comply with this provision or otherwise violates the terms of this agreement, the Breeder reserves the right to reclaim possession of the cat or require that the cat be returned to the Breeder or placed in an appropriate home approved by

the Breeder.

The Buyer agrees that the cat shall never be sold or transferred to wholesalers, retailers, brokers, or research facilities, nor may the cat be donated, raffled, abandoned, or surrendered to any animal shelter, rescue organization, or similar facility.

If the Breeder becomes aware that the cat has been surrendered or transferred in violation of this agreement, the Buyer agrees that the Breeder shall have the immediate right to reclaim possession of the cat, and the Buyer agrees to surrender the cat to the Breeder without compensation. The Buyer shall be responsible for all costs associated with returning the cat to the Breeder, including transportation expenses.

In the event the cat is returned to the Breeder for any reason, the Buyer agrees to immediately transfer ownership rights associated with the cat's TICA registration and microchip records back to the Breeder.

The Buyer acknowledges that the Breeder is permanently listed as a contact on the cat's microchip registration. This is done to ensure the Breeder may be contacted and assist in the safe return or placement of the cat if it is ever lost, surrendered, or found.

### **Contract Review, Legal Enforcement, and Governing Law**

The Buyer acknowledges that it is their responsibility to carefully review and understand all terms and conditions contained within this agreement prior to signing.

The Breeder has no current plans to discontinue breeding Bengal cats; however, any guarantees or replacement provisions described in this agreement are only valid for as long as the Breeder continues to produce kittens.

The Buyer further acknowledges that it is their responsibility to verify and comply with all local, state, and federal laws regarding the ownership of Bengal cats within their jurisdiction.

In the event that the Buyer violates or breaches any provision of this agreement, the Breeder reserves the right to pursue legal action. The Buyer agrees that such breach may cause harm to the Breeder and agrees to pay liquidated damages in the amount of two thousand dollars (\$2,000.00) per violation, in addition to any other remedies available under law.

The Buyer agrees to be responsible for reasonable attorney's fees and court costs incurred by the Breeder in enforcing this agreement.

The Breeder makes no warranties or guarantees, either expressed or implied, other than

