



Retired Adult Bengal Contract

Bougie Bengals

Alexa Rodriguez 828-305-3377 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 Information

Registered 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/Method/Date Paid:

Reservation Payment Amount/Method/Date Paid:

Final Payment Amount/Method/Date Paid:

Final Payment Due:

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, Delayed Pick up and Failure to Pick Up

The Buyer agrees to take possession of the cat on the scheduled pickup or delivery date specified in this Agreement unless otherwise approved in writing by the Breeder.

If the Buyer requests or requires a delay approved by the Breeder, a boarding fee of Twenty Dollars (\$20.00) per day shall begin on the original scheduled pickup or delivery date and continue until the cat leaves the Breeder's care. All boarding fees must be paid in full before the cat is released.

The Buyer agrees to activate the required pet insurance on the original scheduled pickup or delivery date. The Breeder is not responsible for activating, maintaining, extending, replacing, or renewing insurance coverage after that date.

During any approved boarding period, all veterinary expenses, emergency medical treatment, health certificates, boarding-related care, transportation costs, and any other expenses resulting from the delayed pickup or delivery shall be the sole responsibility of the Buyer.

If the Buyer fails to take possession of the cat on the agreed pickup or delivery date without the Breeder's prior written approval, all payments made shall be forfeited, remain non-refundable, and the Breeder reserves the right to cancel the sale and place the cat with another qualified buyer.

Payment Terms and Refund Policy

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

If the Buyer previously paid a Two Hundred Dollar (\$200.00) waitlist fee, that amount shall be credited toward the purchase price of the cat.

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

If the Buyer reserves a cat that is already available or scheduled to go home within two (2) weeks of the reservation date, the full purchase price is due upon signing this Agreement to allow sufficient time for final departure preparations.

Failure to make payment by the required deadline constitutes a default under this Agreement. The Breeder may cancel the sale, retain all payments as non-refundable, and place the cat with another qualified buyer.

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

Transportation and delivery costs are not included in the purchase price. Any transportation arranged through a third party is at the Buyer's expense, and the Breeder is not responsible for the fees, scheduling, actions, or services of any third-party transporter.

The Breeder reserves the right to cancel the sale at any time prior to transferring ownership if, in the Breeder's sole discretion, placement is no longer in the cat's best interest, the Buyer has materially misrepresented information, or the Buyer has failed to comply with this Agreement. If the Breeder cancels the sale, any refund due shall be made in accordance with this Agreement.

Transportation and Delivery

Transportation and delivery are not included in the purchase price.

The Buyer may pick up the cat in person or request transportation, subject to the Breeder's availability.

Airport delivery to Nashville International Airport is available for a flat fee of Two Hundred Dollars (\$200.00). Ground delivery up to two (2) hours one way is available for a flat fee of Two Hundred Dollars (\$200.00). Ground delivery exceeding five (5) hours round trip, is charged at One Dollar Fifty Cents (\$1.50) per round-trip mile, plus \$100 daily rental vehicle fee. If transportation requires an overnight stay due to distance, scheduling, or travel logistics, hotel accommodations will be charged in addition to transport fee. Transportation and delivery fees are subject to change. The rates in effect at the time transportation is scheduled will apply.

If the Buyer elects to use a USDA-certified flight nanny or other third-party transporter, all arrangements and associated fees shall be the sole responsibility of the Buyer.

All transportation and delivery fees must be paid in full before travel and are non-refundable once transportation has been scheduled.

The Breeder will take reasonable precautions to ensure the cat's safety while the cat is in the Breeder's care and during transportation provided directly by the Breeder. The Breeder is not responsible for delays, cancellations, injuries, illness, death, loss, or any other incident occurring while the cat is in the care of a third-party transporter or flight nanny.

Closed Cattery Policy

The Breeder operates a closed cattery and does not permit visitors at the Breeder's private residence. This policy protects the privacy and security of the Breeder's household while maintaining the health and biosecurity of all cats within the cattery. The Breeder may provide photos, videos, and updates so the Buyer can follow the cat's growth and development before pickup.

Buyers wishing to meet an available cat before placing a reservation may request a meet-and-greet. To schedule a meet-and-greet, the Buyer must first join the Breeder's paid waitlist. Meet-and-greets are held by appointment at the local Tractor Supply and are subject to the Breeder's availability.

The Buyer understands that requesting or scheduling a meet-and-greet does not reserve or place a hold on any cat. Cats are typically made available for reservation and may be reserved by another qualified Buyer before the scheduled meet-and-greet.

Spay/Neuter Requirement and Initial Health Guarantee

This cat is sold strictly as a companion animal and carries no breeding rights. The cat will be

spayed or neutered before being released to the Buyer and will remain in the Breeder's care for an appropriate recovery period before going home.

Before leaving the Breeder's care, the cat will be examined by a licensed veterinarian and determined to be in good health. Available veterinary records will be provided to the Buyer.

The Buyer agrees to have the cat examined by a licensed veterinarian within three (3) business days of taking possession unless otherwise approved in writing by the Breeder. The purpose of this examination is to establish the cat's health upon arrival and identify any health concerns that may have existed prior to transfer. Failure to obtain this examination may affect the remedies available under this Agreement.

The Breeder recommends minimizing unnecessary stress and exposure to unfamiliar animals during this initial veterinary visit whenever reasonably possible.

If the Buyer believes the cat has a health condition that existed before leaving the Breeder's care, the Buyer agrees to notify the Breeder immediately and obtain a veterinary evaluation without unreasonable delay. Failure to do so may affect the remedies available under this Agreement.

The Buyer agrees to quarantine the cat from all other animals for fourteen (14) days following arrival. Failure to comply with this quarantine requirement shall render all health guarantees under this Agreement null and void.

The Buyer agrees to activate the complimentary Trupanion health insurance policy before pickup, which may be completed up to twenty-four (24) hours before the cat leaves the Breeder's care. The policy provides thirty (30) days of complimentary coverage beginning upon activation. Failure to activate the required insurance before the cat leaves the Breeder's care shall render all health guarantees under this Agreement null and void.

Health Guarantee and Replacement Policy

The Breeder is committed to producing healthy Bengal cats through selective breeding, comprehensive health testing, responsible husbandry, and preventative veterinary care. While no breeder can guarantee that a living animal will never develop illness or disease, the Breeder provides the following health guarantee and replacement policy for qualifying conditions, subject to this Agreement.

Unless otherwise specified, coverage for the qualifying conditions listed below is provided for the lifetime of the cat. The HCM portion of this guarantee remains subject to the separate coverage period described below.

All breeding cats within the Breeder's program are genetically tested for PRA-b (Progressive

Retinal Atrophy – Bengal) and PK-DEF (Pyruvate Kinase Deficiency) and undergo routine HCM (Hypertrophic Cardiomyopathy) screenings performed by a board-certified veterinary cardiologist.

Qualifying Conditions

The replacement guarantee applies only if the cat dies or is humanely euthanized as the direct result of a qualifying condition listed below:

- A congenital defect. A congenital defect means a structural or developmental abnormality present at birth.
- A hereditary or genetic disease. A hereditary or genetic disease means a disease caused by an inherited genetic abnormality, regardless of the age at which it is diagnosed or clinical signs first appear.
- Hypertrophic Cardiomyopathy (HCM), subject to the HCM provisions of this Agreement.
- Feline Infectious Peritonitis (FIP), subject to the FIP provisions of this Agreement.

Hypertrophic Cardiomyopathy (HCM) is governed exclusively by the HCM provisions of this Agreement and is not subject to the general congenital or hereditary disease provisions.

Feline Infectious Peritonitis (FIP) is governed exclusively by the FIP provisions of this Agreement and is not subject to the general congenital or hereditary disease provisions.

The qualifying condition must be confirmed by a licensed veterinarian. When the Breeder determines that confirmation by a board-certified veterinary specialist is necessary, confirmation by the appropriate board-certified veterinary specialist, at the Buyer's expense, is required before the condition will qualify under this Health Guarantee.

To qualify under this Health Guarantee, the qualifying congenital defect, hereditary or genetic disease, Hypertrophic Cardiomyopathy (HCM), or Feline Infectious Peritonitis (FIP) must be determined by a licensed veterinarian to be the direct cause of death or the medical condition requiring humane euthanasia.

This guarantee does not apply to conditions resulting from trauma, infection, parasites, toxins, medications, nutrition, environmental factors, immune-mediated disease, normal aging, neglect, abuse, accidents, or other non-hereditary causes. Medical or behavioral conditions unrelated to the qualifying conditions above, including but not limited to inappropriate urination or defecation, are also excluded from coverage.

Feline Infectious Peritonitis (FIP)

The Buyer understands that there is currently no genetic or screening test capable of predicting whether an otherwise healthy cat will later develop FIP. Although the Breeder utilizes health-tested breeding cats and follows strict husbandry and biosecurity practices, the future development of FIP cannot be predicted or prevented.

If the cat is diagnosed with FIP, the Buyer shall notify the Breeder immediately and follow the treatment recommendations of the attending licensed veterinarian.

If, despite appropriate veterinary treatment, the cat dies or is humanely euthanized due to confirmed FIP, the Buyer may qualify for a replacement cat under this Agreement.

Hypertrophic Cardiomyopathy (HCM)

The Buyer understands that there is currently no genetic or screening test capable of predicting whether an otherwise healthy Bengal cat will later develop HCM. Although all breeding cats within the Breeder's program undergo routine HCM screenings performed by a board-certified veterinary cardiologist, the future development of HCM cannot be predicted or prevented.

The HCM portion of this replacement guarantee remains in effect until the cat reaches eight (8) years of age.

The Breeder strongly recommends regular HCM screenings performed by a board-certified veterinary cardiologist to monitor the cat's long-term cardiac health and encourage early detection.

If the cat dies or is humanely euthanized due to confirmed HCM before reaching eight (8) years of age, the Buyer may qualify for a replacement cat under this Agreement.

Buyer Responsibilities

If the Buyer becomes aware of a health condition that may qualify under this replacement guarantee, the Buyer shall notify the Breeder immediately. The Buyer shall provide all veterinary records, diagnostic test results, diagnostic imaging, specialist reports, and any additional documentation reasonably requested by the Breeder.

Whenever possible, the Buyer shall notify the Breeder before euthanasia.

Any claim made under this replacement guarantee must include a necropsy performed by a licensed veterinarian confirming the qualifying condition and verifying that it was the direct cause of death or the medical reason humane euthanasia was recommended. The necropsy report must also verify the cat's identity by matching the implanted microchip number to the

identification recorded in this Agreement.

Failure to comply with the requirements of this section shall render this replacement guarantee null and void.

Replacement Benefit

If the Breeder determines, based on the documentation provided and the terms of this Agreement, that the Buyer has satisfied the requirements of this Health Guarantee, the Breeder will provide one (1) replacement cat of equal value when one becomes available. This replacement guarantee may be exercised one (1) time only.

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

Transportation and delivery costs associated with the replacement cat shall be the sole responsibility of the Buyer.

Limitations

This Agreement provides for replacement of the cat only. Under no circumstances shall the Breeder be responsible for refunds, veterinary expenses, treatment costs, diagnostic fees, medications, transportation expenses, or any other monetary compensation. The remedies provided under this Agreement are the Buyer's sole and exclusive remedies.

Husbandry Practices, Veterinary Protocol, and Buyer Responsibilities

The Buyer acknowledges that the cat has been raised using holistic husbandry practices, which may include feline immunity nosodes, natural deworming methods, and a balanced species-appropriate raw diet. Feline immunity nosodes may be administered in place of traditional vaccines under the guidance of the Breeder's holistic veterinarian as part of the Breeder's health protocol to support immune system development while reducing the potential for adverse reactions associated with intramuscular vaccinations.

The Breeder recommends that ketamine and other dissociative anesthetic drugs be avoided whenever anesthesia is required and instead recommends propofol induction with isoflurane gas anesthesia, as some Bengal cats may experience adverse reactions to dissociative anesthetics.

Where rabies vaccination is legally required, the Breeder recommends a thimerosal-free rabies vaccine administered by a licensed veterinarian. The Breeder further recommends exercising caution when using commercial flea, tick, deworming, and other pharmaceutical products, as

some cats may experience adverse reactions. Whenever possible, the Buyer is encouraged to work with a holistic or integrative veterinarian familiar with these considerations.

The Buyer acknowledges receiving the Welcome Home Kitten Care Guide Handbook, which contains the Breeder's recommendations regarding nutrition, natural rearing, veterinary care, parasite prevention, behavior, cognitive development, and general wellness.

The Buyer assumes full responsibility for all medical decisions made after the cat leaves the Breeder's care, including vaccinations, medications, parasite prevention, anesthesia, veterinary treatment, diet, and exercise. The Breeder shall not be responsible for any illness, injury, adverse reaction, or death resulting from decisions or treatments provided after transfer of ownership.

The Buyer agrees to obtain prompt veterinary care if the cat shows signs of illness, injury, or distress. Failure to obtain appropriate veterinary care may render all health guarantees provided under this Agreement null and void.

Ownership Restrictions, Rehoming Policy, and Breeder Right of Return

The Buyer agrees that the cat shall never be declawed or devocalized 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, except when temporarily required for medical care, safety, or other reasonable circumstances.

The Buyer agrees that the cat shall not be intentionally allowed to roam outdoors unsupervised at any time. The Buyer acknowledges that allowing a cat to roam outdoors unsupervised exposes the cat to significant risks, including injury, disease, predators, theft, poisoning, motor vehicle accidents, and other preventable dangers.

This provision does not apply to accidental escapes or unforeseen incidents, provided the Buyer makes reasonable efforts to safely recover the cat and take appropriate steps to prevent future occurrences.

Intentionally allowing the cat to roam outdoors unsupervised is contrary to the standards of care established by this Agreement and constitutes a material breach of this Agreement. Upon such a breach, the Breeder reserves the right to reclaim possession of the cat without compensation, and the Buyer agrees to surrender the cat upon request. The Buyer shall be responsible for all costs associated with returning the cat to the Breeder.

If the Buyer is ever unable or unwilling to keep the cat, the Buyer agrees to notify the Breeder immediately. 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 refund shall be provided if the cat is

returned.

The cat may not be sold, traded, given away, leased, loaned, co-owned, transferred, or rehomed without the Breeder's prior written consent. Any unauthorized transfer or other material violation of this Agreement entitles the Breeder to reclaim possession of the cat or require that the cat be returned to the Breeder or placed in a home approved by the Breeder.

The Buyer agrees that the cat shall never be sold or transferred to wholesalers, retailers, brokers, research facilities, animal shelters, rescue organizations, or similar facilities. The cat shall not be donated, raffled, abandoned, or surrendered under any circumstances.

If the Breeder becomes aware that the cat has been surrendered or transferred in violation of this Agreement, such action shall constitute a material breach. The Buyer agrees that the cat shall be returned to the Breeder without compensation and authorizes the Breeder to present this Agreement, TICA registration records, microchip records, and any other documentation establishing the Breeder as the original breeder to any shelter, rescue organization, animal control agency, veterinary clinic, or similar facility for the purpose of facilitating the cat's return. The Buyer shall remain responsible for all costs associated with returning the cat to the Breeder.

If the cat is returned for any reason, the Buyer agrees to promptly execute any documents necessary to transfer ownership of the cat's TICA registration, microchip registration, and any other ownership records back to the Breeder.

The Buyer acknowledges that the Breeder will remain permanently listed as a secondary contact on the cat's microchip registration to assist in the safe return or placement of the cat if it is ever lost, surrendered, abandoned, or found.

Contract Review, Legal Enforcement, and Governing Law

The Buyer acknowledges that it is the Buyer's responsibility to carefully review and understand all terms and conditions contained within this Agreement before signing.

The Breeder has no current plans to discontinue breeding Bengal cats. All replacement guarantees under this Agreement are contingent upon the Breeder maintaining an active Bengal breeding program. If the Breeder permanently retires from or discontinues breeding Bengal cats, any remaining replacement obligations under this Agreement shall terminate.

The Buyer is responsible for complying with all applicable local, state, and federal laws governing the ownership, possession, breeding, and transfer of Bengal cats within the Buyer's jurisdiction.

Liquidated Damages

The Buyer acknowledges that certain material breaches of this Agreement, including but not limited to unauthorized breeding, sale, transfer, surrender, abandonment, neglect, or other prohibited disposition of the cat, may cause substantial harm to the Breeder for which actual damages would be difficult to accurately determine.

Accordingly, the parties agree that liquidated damages in the amount of One Thousand Five Hundred Dollars (\$1,500.00) represent a reasonable estimate of the damages anticipated from such a material breach and are intended as compensation rather than as a penalty.

Recovery of liquidated damages shall not prevent the Breeder from seeking appropriate non-monetary or equitable relief, including enforcement of return, transfer, sterilization, ownership, or other obligations imposed by this Agreement, where permitted by applicable law. Nothing in this provision authorizes duplicate recovery for the same damages.

Attorney's Fees and Enforcement Costs

In any legal action brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and other recoverable litigation expenses as permitted by law.

Warranties and Entire Agreement

The Breeder makes no warranties or guarantees, express or implied, except those specifically stated in this Agreement and those that cannot lawfully be excluded or limited.

This Agreement constitutes the entire agreement between the Buyer and the Breeder regarding the sale and placement of the cat and supersedes all prior oral or written agreements, representations, and understandings.

All rights, guarantees, replacement benefits, obligations, and remedies provided to the Buyer under this Agreement are personal to the original Buyer and are non-transferable unless otherwise expressly agreed to in writing by the Breeder.

Severability

If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be enforced to the greatest extent permitted by law, and the remaining provisions shall remain in full force and effect.

Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of

Tennessee.

Any dispute, claim, or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Perry County, Tennessee, and both parties consent to the jurisdiction and venue of that court.

Acknowledgment and Electronic Signatures

By signing below, the Buyer acknowledges that the Buyer has carefully read and understands this Agreement, has had the opportunity to ask questions regarding its terms, and voluntarily agrees to all terms and conditions contained herein.

Electronic signatures and electronically executed copies of this Agreement shall have the same force and effect as original handwritten signatures to the fullest extent permitted by applicable law.

BUYER: _____

Signature

Date

BREEDER: _____

Signature

Date