



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 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/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 \$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 prior to the cat's release.

Any required pet insurance must be activated 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 shall be forfeited, are non-refundable, and the Breeder reserves the right to place the cat with another qualified 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 or delivery date. If the scheduled pickup or delivery date is less than 2 weeks from the date of reservation, the full purchase price shall be due at the time of reservation.

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.

The Breeder reserves the right to cancel this sale at any time prior to the transfer of the cat if the Breeder determines, in their sole discretion, that placement is no longer in the best interest of the cat or that the Buyer has materially misrepresented information or failed to comply with the terms of this Agreement. In the event the Breeder cancels the sale, the Buyer shall receive a refund in accordance with the terms of this Agreement.

Transportation and Delivery

The purchase price of the cat does not include transportation or delivery.

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 \$150. Ground delivery up to two (2) hours one way is available for a flat fee of \$150. Ground delivery exceeding two (2) hours, up to five (5) hours one way, is charged at \$1.00 per round-trip mile. If travel exceeds eight (8) hours round trip and requires an overnight stay, the Buyer shall be responsible for hotel accommodations.

If the Buyer elects to use a USDA-certified flight nanny, all arrangements and associated fees are the sole responsibility of the Buyer.

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

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

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.

Buyers who wish to meet an available retired adult cat prior to placing a reservation may request a meet-and-greet. To schedule a meet-and-greet, the Buyer must first have joined 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 a meet-and-greet does not place a hold on any retired adult cat. Available retired adult cats may be reserved by another qualified Buyer prior to the scheduled meeting.

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.

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 acknowledges that no veterinarian can guarantee against all congenital defects or future health conditions.

The Buyer acknowledges that any known medical conditions, previous veterinary treatments, medications, or ongoing care requirements have been disclosed by the Breeder prior to purchase. The Buyer has had the opportunity to ask questions regarding the cat's medical history before completing the purchase.

The Buyer 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 understands that the cat's personality and behavior may differ following placement into a new home as it adjusts to a new environment, household routine, people, and other animals.

The Buyer acknowledges that retired adult cats may require a period of adjustment following placement in a new home. Temporary changes in appetite, hiding behavior, vocalization, litter box habits, or activity level during this transition are considered normal and do not constitute grounds for a refund or replacement.

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, to the best of the Breeder's knowledge, the parents of the cat are free of known genetic disease. All breeding cats within the Breeder's program have tested negative or clear for FeLV (Feline Leukemia Virus), FIV (Feline Immunodeficiency Virus), PRA-b (Progressive Retinal Atrophy – Bengal), and PK-DEF (Pyruvate Kinase Deficiency), and undergo regular HCM (Hypertrophic Cardiomyopathy)

screenings performed by a board-certified veterinary cardiologist.

The Buyer acknowledges that there is currently no screening test capable of determining whether an otherwise healthy cat will later develop Feline Infectious Peritonitis (FIP). Should the cat be diagnosed with FIP, the Buyer must immediately notify the Breeder, provide all requested veterinary records, and authorize the release of those records to the Breeder. The Breeder reserves the right to obtain a second veterinary opinion. If humane euthanasia is recommended, the Buyer must provide written documentation from the attending licensed veterinarian confirming the diagnosis of FIP and that, in the veterinarian's professional opinion, humane euthanasia is medically indicated due to the cat's condition and prognosis. Upon satisfaction of all requirements of this Agreement, the Buyer may qualify for the replacement guarantee provided herein.

There is currently no genetic test capable of determining whether a Bengal cat will later develop HCM. Accordingly, the Breeder performs routine cardiac screenings of breeding cats by a board-certified veterinary cardiologist. Although the future development of HCM cannot be predicted, the Breeder provides a lifetime guarantee against HCM, provided the Buyer submits HCM screening results performed by a board-certified veterinary cardiologist every two (2) years.

The Breeder also provides a lifetime congenital health guarantee covering hereditary conditions related to the diseases listed above. 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 records for review. The Breeder reserves the right to obtain a second veterinary opinion to confirm any diagnosis related to this health guarantee.

If the cat dies or is humanely euthanized and a claim is made under this health guarantee, the Breeder requires a necropsy performed by a licensed veterinarian. The necropsy report must confirm that the cause of death resulted directly from a condition covered under this Agreement and verify the cat's identity by matching the implanted microchip number to the identification recorded in this Agreement.

Except in the event of a genuine medical emergency requiring immediate humane euthanasia, the Buyer shall notify the Breeder prior to euthanasia whenever reasonably possible. Failure to follow the procedures outlined in this Agreement may result in all health guarantees becoming null and void.

If the Breeder determines, based upon the documentation required under this Agreement, that the cat died or was humanely euthanized as a direct result of a condition covered under this health 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 (1) time only. Transportation and delivery costs associated with the replacement cat shall be the responsibility of the Buyer.

If a replacement cat of equal value is not available within a reasonable period of time, 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.

This Agreement provides replacement of the cat only. No refunds, reimbursement, veterinary expenses, treatment costs, diagnostic fees, transportation expenses, or any other monetary compensation shall be provided by the Breeder 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 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 health protocol under the guidance of the Breeder's holistic veterinarian to support immune system development while reducing the potential for adverse reactions associated with intramuscular vaccinations.

The Buyer acknowledges that ketamine and other dissociative anesthetic drugs have been associated with adverse reactions in some Bengal cats. The Breeder recommends that these medications not be used when anesthesia is required and instead recommends propofol induction with isoflurane gas anesthesia. Use of ketamine or other dissociative anesthetics may void all health guarantees provided under this Agreement.

The Breeder recommends that the Buyer consult with a licensed veterinarian regarding appropriate immunization protocols and, whenever possible, avoid unnecessary intramuscular vaccinations. Where rabies immunization is legally required, the Breeder recommends the use of a thimerosal-free rabies vaccine administered by a licensed veterinarian. The Breeder also recommends exercising caution when using commercial flea, tick, deworming, and other pharmaceutical products, as some cats may experience severe adverse reactions. Whenever possible, the Breeder encourages the Buyer to work with a holistic or integrative veterinarian familiar with these considerations.

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 medical treatments or pharmaceutical products administered after transfer of ownership.

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

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 is responsible for any transport fees associated with returning the cat to the Breeder. The Breeder is not responsible for any transport fees and 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, such action shall constitute a material breach of this contract. the Buyer agrees that the cat shall be immediately returned to the Breeder without compensation and authorizes the Breeder to present this agreement, TICA registration records, microchip records and other documentation establishing the Breeder as the original breeder of the cat to any shelter, rescue organization, animal control agency, veterinary clinic, or similar facility for the purpose of facilitating the cat's return to the Breeder. 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 promptly execute any documents and cooperate in transferring ownership rights associated with 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 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.

The Buyer acknowledges that certain breaches of this agreement, including but not limited to unauthorized transfer, surrender, abandonment, breeding, or other prohibited disposition of the cat, would cause damages that are difficult to accurately calculate. Accordingly, the parties agree that liquidated damages in the amount of \$1,500 per violation represent a reasonable estimate of the Breeder's anticipated damages and are

not intended as a penalty, 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 those specifically stated within this written agreement.

This document constitutes the entire agreement between the Buyer and the Breeder with respect to the sale of the cat and supersedes any prior verbal or written agreements. By signing below, the Buyer acknowledges that they have read, understood, and agreed to all terms and conditions contained within this contract.

Once executed, this agreement shall be considered a legally binding contract between the Buyer and the Breeder. All rights, guarantees, and obligations described in this agreement are non-transferable. Electronic signatures shall have the same legal force and effect as original handwritten signatures.

The Buyer further agrees that any disputes, claims, or legal proceedings arising from this agreement shall remain solely between the Buyer and the Breeder. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This contract is written to protect the health, safety, and welfare of the cat, as well as the interests of both the Buyer and the Breeder.

All legal proceedings related to this agreement shall be filed and resolved in a court of competent jurisdiction located in Perry County, Tennessee, and both parties agree to submit to the jurisdiction of that court.

BUYER: _____

Signature

Date

BREEDER: _____

Signature

Date