

## Pet Bengal Kitten 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:
Current home address:
Veterinarian contact information:

## **Cat description**

Name: Color: Litter Registration number: Date of Birth: Microchip number: Registration name/number of Sire: Registration name/number of Dam: **Cat payment information** All payments can be made using Zelle. The phone number needed to make a payment is (828) 305-3377. Price:

Non-refundable waitlist payment: \$200 Down payment amount/method/date: Balance due amount/method/date: Cat pickup date:

This Bengal cat is eligible to be TICA registered. The breeder will provide all information necessary to be able to register your cat. The breeder will provide all health records, including the parents health test results, to the buyer. It is the buyer's responsibility to research the breed and read all provided information on the breeder's website. This cat must be picked up at the pickup date written above. If the buyer is unable to pick up on the agreed upon date, the breeder will assume the right to sell the cat to another interested party and no refund will be offered to the buyer.

Payments received are final and non-refundable. The breeder will deduct the \$200 waitlist payment from the final payment. The breeder reserves the right to cancel any payment for the cat and return payment(s) at any time if the breeder feels the buyer is no longer a good match. The breeder requires a 50% payment of the overall purchase price at the time of reservation and final payment due on the day the kitten turns 12 weeks of age (2 weeks before scheduled departure for adult cats). Failure to pay on time will result in the breeder assuming the right to sell the cat to another interested party and no refunds will be offered to the buyer. However, the buyer can still complete the second half of their payment due, which will enable the transfer of sale agreement towards a future kitten for up to 1 year. The cat will not be released to the buyer until the full balance is paid. The buyer understands the cost of the cat does not include transport fees are handled as a third party service, not represented by the breeder.

The breeder is a closed cattery, we don't allow visitors directly at our residence. This policy is in place to prevent theft, assure the health of our cats and kittens, as well as our additional family members. The buyer understands they can visit their kitten after 8 weeks of age, once a week, meeting at a public location within a 20 mile radius of the breeder's residence. The buyer must schedule an appointment to visit said cat. The buyer acknowledges that if they choose not to visit their kitten, they are doing so voluntarily.

This cat is being sold as a pet with NO breeding rights and will be altered before going home to the buyer. The cat is guaranteed to be healthy at the time the cat leaves the breeders' residence. Upon arrival, the buyer agrees to take the cat to their veterinarian within 3 business days and must provide results to the breeder, failure to do so will void all health guarantees. It is required to quarantine the cat with no exposure to other pets up to 14 days after arrival, failure to do so will result in all health guarantees null and void. The breeder offers a 3 business day money back guarantee from arrival date, if the breeder is provided with a written veterinarian statement describing a life-threatening issue of said cat. Microchip results must be matched/written by the vet to confirm the cat's identity on all health reports. The money back guarantee would include the total price of said cat and does not include any transport fees.

Parents of said cat are free of genetic conditions insofar as can be known. All breeding cats have been tested negative/clear for FeLV, FIV, HCM, PRA-B, PK-DEF and 50+ genetic health conditions. To date, there is no way to test healthy cats for the risk of developing FIP, so we cannot 100% guarantee the absence of FIP in the future. Therefore, the breeder offers a lifetime guarantee against FIP. There is no genetic test in Bengals for developing Hypertrophic Cardiomyopathy (HCM), thus regular screenings are performed by a board certified cardiologist to monitor the heart's development. The Breeder cannot guarantee the absence of developing HCM in the future. Therefore, the breeder offers a lifetime guarantee against HCM only if the buyer provides

annual screening results to the breeder for HCM by a board certified cardiologist. The breeder offers a lifetime congenital health guarantee. This health guarantee does not cover situations outside of the above conditions such as inappropriate peeing/pooping, cancer, kidney failure, diabetes, etc. If the buyer notices any health issues, the buyer must immediately notify the breeder and release all health records from their vet for the breeder to review in order to be eligible for a replacement kitten. Should this cat die, a necropsy must be performed from a licensed veterinarian (HCM guarantee must honor annual screening) and must provide written results to the breeder that directly shows this cat did, in fact, die from any of the above health guaranteed conditions in order to be eligible for a replacement kitten. Microchip results must be matched/written by the vet to confirm the cat's identity within all health results provided in order to be eligible for a replacement kitten. A replacement kitten of equal value will be honored only once and as soon as available, travel fees are not included. Under no circumstances is a cat to be euthanized prior to notifying the breeder. No refunds or money back will be offered. At no point in time will the breeder be responsible for any vet expenses or other costs the buyer may have incurred.

This cat is raised as naturally as possible without chemicals, including feline combo nosodes, natural deworming and fed a balanced species appropriate raw diet. This cat's vet care is overseen by a holistic vet. Feline combo nosodes are given in place of vaccines to build natural immunity recommended by our holistic vet. Nosodes are given to avoid adverse reactions that can happen as a result of intramuscular vaccines. A nosode is a homeopathic "Immunization" as opposed to a "vaccine". Once said cat is 13 weeks of age at the earliest, the breeder will spay or neuter the cat and will stay with the breeder for 7 days after surgery for recovery. Ketamine is an anesthetic drug and known to give Bengals adverse reactions, while undergoing any surgery, therefore the buyer agrees to never allow a vet to use Ketamine for this cat, otherwise the health guarantee is null and void. The breeder recommends that this cat never receive ANY intramuscular vaccinations (except rabies that must be given by a holistic vet otherwise health guarantee is null and void), as well as commercial flea/tick treatment as they can have life threatening adverse reactions. The cats are raised in the

best way possible in regards to diet, exercise, socialization and veterinary care. The breeder is not responsible for vaccine, chemical dewormer, flea/ tick treatment and pharmaceutical drugs given that may cause an adverse reaction including illness or death of said cat. The buyer assumes the responsibility to carry on with the appropriate immunity protocol, vet exams, enrichment, exercise and feeding schedule, as recommended by their holistic vet and the breeder.

This said cat will not be declawed or demeowed for ANY reason. The cat will not be confined to a cage/room for unnecessary extended periods of time. Under no circumstances will this cat ever be sold or given away to wholesaler/s, retailer/s, be donated for a raffle, abandoned or be placed in any shelter or refuge type facility. If for any reason, this cat needs to be rehomed, the breeder must be notified first in attempts to provide or find a new home for said cat. If the buyer becomes unable to keep this cat FOR ANY REASON, the buyer agrees to return said cat to the breeder at buyer's expense to be placed in a selective home. There will be NO cash refunds upon return. This cat shall NOT be allowed to roam outdoors freely at any time. No cats/kittens of Bougie Bengals may be sold, given away, leased, loaned, traded, co-owned or given away to another person unless written permission is received by the breeder. The buyer agrees to provide immediate veterinary attention to the cat upon any signs of illness or distress. If this cat is found to be neglected, the buyer will surrender this cat to the breeder unconditionally and the buyer is responsible for the cost to transport the cat to the breeder.

It is the buyer's responsibility to review all terms of this contract. The breeder has no immediate plans to discontinue breeding Bengals, but guarantees are only valid as long as kittens are still being produced. The buyer is responsible for checking local and state hybrid laws regarding the legality of the hybrid breed. The breeder is able to bring legal action against the buyer if any part of this contract is breached in the amount of \$2,000.00 per infraction and health guarantee is null and void. The breeder neither makes nor implies any warranties or guarantees, express or implied, other than those written in the agreement. This document constitutes the entire agreement between the breeder and buyer with respect to this sale. The buyer's signature below indicates that he/she has read, agreed and does understand all the conditions of the sales agreement and contract of sale. This contract shall be deemed a legal binding document between the two parties (buyer and breeder) once the cat is purchased, all rights and guarantees are not transferable. The buyer is also aware that all proceedings, including disputes, with the breeder are to remain between buyer and breeder only. The purpose of this contract is to protect all parties concerned. Any legal fees incurred in upholding this contract will be paid by the buyer. Any and all legal action that occurs due to this contract will be dealt with and occur at a courthouse within Polk County, North Carolina.

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Signature	Date
Signature	Date
-	Signature