



BENGAL BARN BENGAL'S

PET SALES CONTRACT

This kitten is being sold with NO Breeding Rights and as a PET only.

This agreement is between Christina Peterson & Ashley Cady (Owners/Seller's) of Bengal Barn Bengal's and Buyer(s).

It is effective as of the date of signatures below and is binding upon all parties thereof. Buyer and Seller agree to the below-described cat/kitten and all of the following terms:

Breed: Bengal Color: Sex: DOB:

Sire:

Dam:

SAMPLE CONTRACT

Sale Price:

Deposit and Date Rcvd:

Balance Due at Pick Up (Cash Only):

Kitten is or will already spayed/neutered at time of pick up. YES ___ or NO ___
(If NO see additional spay/neuter contract)

Any additional costs to be paid by buyer, tests already performed, results, transportation etc:
(these will be listed below with cost)

Bengal Barn Bengals **STRONGLY** discourages the act of declawing your kitten/cat. Declawing is a serious and extremely *painful* surgery that involves amputating the last joint of the cats toes. Bengal's have large feet and toes, and are more seriously affected than most breeds. Cats that are declawed may develop physical, emotional and behavioral problems such as poor balance, insecurity and biting. Declawed cats may quit using the litter box because digging can cause pain.

Seller recommends **AGAINST** the use of Ketamine as anesthesia. There have been reports of adverse effects or possible death with the use of Ketamine anesthesia. Isoflourine has proved to be a much safer anesthesia for Bengals. Under no circumstances will a replacement kitten be given or any cashback for adverse effects or death caused by anesthesia.

1. THREE DAY GUARANTEE: It is the buyer's responsibility to have this cat/kitten examined by a veterinarian within 3 business days after adoption/pick-up to activate your 1 year congenital health guarantee, which would be by _____ **20**__. If this cat/kitten is found to have an untreatable or life-threatening illness (*documentation required by a licensed Veterinarian*) Seller will be notified immediately. Seller will replace this cat/kitten with one of equal value at the Seller's first opportunity. Seller retains the right to have the kitten re-examined by a licensed Veterinarian of Seller's choice.

2. After 72 Hours: Seller cannot be held accountable for future FeLV/FIV/FIP and any other bacterial or viral infectious disease, parasites, or fungus, due to the fact that these can be contracted anywhere in the environment after leaving the Seller's home. *Stress related health conditions are not part of the health guarantee*

3. ONE YEAR CONGENITAL HEALTH GUARANTEE: This cat/kitten is guaranteed against serious hereditary defects up to the age of one year. Should a life-threatening hereditary defect appear within the first one year, a licensed Veterinarian must provide verifiable signed documentation. Upon supplying the Seller with this documentation, Seller retains the right to have the kitten re-examined by a licensed Veterinarian of Seller's choice. Seller will replace the cat/kitten with another of equal value at the Seller's first opportunity. **Buyer understands that at no time for any reason will there be a monetary refund of any of the purchase price unless the Seller so chooses.** All health guarantees are void if cat/kitten is allowed to roam freely outdoors.

4. NO EXCHANGE: This cat/kitten cannot be returned **for exchange** for health reasons after the one-year health guarantee period has expired. It is the responsibility of the Buyer to provide immediate veterinary care to any cat/kitten showing signs of illness or distress. Failure to do so will render any guarantee null and void. All veterinary fees are the sole responsibility of the Buyer.

5. DEPOSIT: A deposit fee is placed to hold a cat/kitten for the purchaser. Deposits are non-refundable should the purchaser, for any reason, change his/her mind. The goal of our Cattery is to place our cat/kittens in loving homes in a timely manner so they may bond with their new family. If a cat/kitten is held for a Buyer, a change of mind can quite often jeopardize the chance of that particular kitten being placed in a home while they are still of a desirable age. The deposit shall be applied toward the purchase price. The remaining balance is due prior to any shipping or pick up. (Shipping cost is the responsibility of the purchaser)

6. DISPOSITION: If for any reason this cat/kitten cannot be kept by the Buyer, Bengal Barn Bengal's will be notified prior to any disposition being made of this cat. Under no circumstances will this cat/kitten be sold, leased, or given away to any pet store, humane society or shelter, research laboratory or similar facility, or be simply released. **Buyer agrees to relinquish, for no refund, the cat/kitten back to the Seller if Buyer is unable to establish another suitable home for the cat/kitten. Buyer may always return the cat/kitten to the Seller, for no refund, for the life of the cat/kitten.**

7. BREEDING RESTRICTIONS: This Bengal is for a pet only and will already be spayed/neutered.

8. FINAL SALE: All Sales are final, except for what is covered during the 3 day health guarantee period and one year hereditary defects guarantee period. Refund or replacement is at the Seller's discretion. Cats/kittens which cannot be kept by the Buyer for unforeseen reasons may be returned to Seller at any time for no refund and we will happily assist with finding a new permanent home. Buyer agrees that the kitten's TICA registered name will begin with "Bengal Barn".

9. LEGAL ACTION: If Buyer or Seller commences any legal action as a result of this contract, Buyer agrees that the place of venue for any such action shall be the state of Illinois in Mercer County. The Buyer will pay any legal fees incurred in upholding this contract. This contract is legally binding to all parties named within and applies to only the buyer and the seller named below and is **not transferable** to other parties. If the Buyer sells cat/kitten to a 3rd party, the health contract is Null and Void.

10. NO LONGER BREEDING: If Christina Peterson or Ashley Cady are no longer breeding Bengal's, all health and cat/kitten replacement guarantees are Null and Void.

By signing below, you show you have read and agree to the terms of this contract:

Seller Signature: _____ Date: _____

Buyer(s) Signature: _____ Date: _____

Buyer Address: _____

Buyer Phone #: _____

Buyer E-Mail: _____

BENGAL BARN BENGAL'S

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