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BENGAL KITTEN/CAT

 **PET CONTRACT**

**Bengal: Kitten\_\_\_\_\_\_ Cat\_\_\_\_\_\_ Color/Pattern:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **DOB:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex:\_\_\_\_\_\_\_\_\_\_\_\_

Kitten/cat sold as:\_\_\_\_\_ (Pet) \_\_\_\_\_ (Show/Alter)**

**Dam:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sire:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Purchase:\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Price of kitten/cat:$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Shipping:$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Airfare / crate / vet exam & health cert. / handling in USA is $350.**

**Major Airport:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City, State:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Ship date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Total Price of kitten/cat:$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Deposit (non-refundable):$\_\_300.00\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_**

**Balance due at delivery:$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PET QUALITY:**

**Purchaser agrees to the following:**

1. **Under no circumstances will this kitten/cat be sold, leased or given away to any pet shop, shelter, research laboratory or similar facility.**
2. **This kitten/cat will be kept indoors and not allowed to roam freely outside.**
3. **This kitten/cat will not be de-clawed.**
4. **This kitten/cat has been purchased as a PET only and cannot be used for breeding.**
5. **Buyer agrees to neuter or spay this kitten by the age of 6 months or within 30 days after purchase if this is an adult cat, and agrees and guarantees that this kitten or cat WILL NOT be used for stud or breeding. Seller agrees to provide (pet only) registration papers for this kitten/cat upon presentation of a veterinarian's certificate of spaying or neutering. (No exceptions) Buyer agrees to pay an additional sum of not less than $2,500 for any kitten/cat not altered as stated and agreed to herein.**
6. **To the best of our knowledge this kitten/cat is in good health at the time of purchase. This kitten/cat is not guaranteed against cosmetic faults, i.e. tail fault, locket, color change, markings. A cosmetic fault is not a health issue. Buyer understands this is an exotic pet and Seller cannot guarantee behavior issues as they are out of our control after the kitten/cat is in its new home.**

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1. **If sold as having Show Potential, the Seller cannot guarantee the success of the kitten/cat in competitions including no guarantee to the size, markings or colorings of cat at maturity.**
2. **Current vaccination records will accompany kitten/cat when Buyer takes possession of kitten/cat.**
3. **Absolutely no cash refunds will be given under any circumstances. Deposits are also non-refundable. All shipping expenses and veterinary fees are the sole responsibility of the Buyer.**
4. **There is a $5.00 boarding fee per day if you do not pick up your kitten/cat on the agreed date.**
5. **The final balance owed must be paid in full 2 weeks (14 days) before the kitten/cat is released/shipped to the new owner or with Cash the day of pickup.**

**HEALTH GUARANTEE:**

**Health is guaranteed for a period of 72 hours from the time the kitten leaves the possession of the Seller. It is recommended that the kitten/cat be quarantined during this period. To validate this guarantee, Buyer must take the kitten/cat to their veterinarian (at Buyers
expense) within this said time. If verified to not be healthy (medically deficient with an untreatable/life-threatening problem), it must be reported to the Seller immediately to return the cat at their expense. Written documentation from a licensed veterinarian describing the health problem must accompany the kitten/cat and must be tested for FeLV/FIV/FIP at Buyer’s expense before returning to Seller. The kitten/cat may not be returned for replacement; after the guarantee period has expired, if the kitten/cat was not examined by a vet within the guarantee time, or if the kitten/cat has been exposed to another cat or allowed outside. After 72 hours of the health guarantee period, the Seller cannot be held accountable for future of FeLV/FIV/FIP, and any other bacterial or viral infectious diseases, parasites, or fungus, due to the fact that these can be contracted anywhere in the environment after leaving the cattery and are not a result of genetics or breeding.** **Undesirable behavior issues (spraying, inappropriate urination, defecation, scratching furniture, etc...) developing once the kitten/cat has been turned over to the Buyer are not conditions for return. We do not recommend vaccinating this kitten/cat against FIP, FeLV or FIV. These vaccines are not proven to be void of health risks for this breed. If the Buyer decides to give any of these three vaccines mentioned anyway, it will be understood that the entire health guarantee will become NULL and VOID. Also, the Seller does not warranty the kitten/cat against any adverse reactions to future vaccinations. If you return the kitten/cat within the 72 hour period in compliance with the conditions set forth above it will be replaced with another kitten/cat of comparable quality and value, as available, at the discretion of the Seller. No refunds will be given under any circumstances.**

**If a kitten/cat dies within the guarantee period, despite medical treatment, a replacement will be given only upon examination and verification of cause of death from a licensed veterinarian and after a veterinary death certificate is provided to Breeder/Seller.**

**Should the kitten/cat die within one (1) year of age as a result of a congenital defect (unknown at time of sale), said kitten/cat will be replaced ONLY if an appropriate necropsy is performed by a licensed veterinarian and a vet’s certificate is provided showing proof of cause of death. A replacement kitten of comparable quality and value, as available, will be made at the discretion of the Breeder/Seller.**

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**It is the responsibility of Buyer to provide immediate veterinary care to any kitten/cat showing signs of illness or distress. Failure to do so will render any guarantee null and void. Under no circumstances is this kitten/cat to be destroyed prior to notification by the Buyer to the Seller.**

**IF BUYER OR SELLER COMMENCES ANY LEGAL ACTION AS A RESULT OF THIS CONTRACT, BUYER AGREES THAT THE PLACE OF VENUE FOR SUCH ACTION SHALL BE THE STATE OF MICHIGAN IN BAY COUNTY. ANY LEGAL FEES INCURRED IN UPHOLDING THIS CONTRACT WILL BE PAID BY THE BUYER. THIS CONTRACT IS LEGALLY BINDING TO ALL PARTIES INVOLVED. IT APPLIES ONLY TO THE BUYER AND SELLER IN THIS TRANSACTION AND IS NON-TRANSFERABLE TO OTHER PARTIES. IF THIS KITTEN/CAT IS RESOLD TO ANOTHER INDIVIDUAL, THE HEALTH CONTRACT IS NULL AND VOID, HOWEVER THE SPAY/NEUTER AGREEMENT IS STILL APPLICABLE. ANY CAT FOUND BEING USED FOR BREEDING WHEN PURCHASED AS A PET WILL OWE HOT SPOTZ BENGALS/JULIE PELTON AN ADDITIONAL SUM OF $2,500.00. BY SIGNING THIS CONTRACT THE BUYER AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS CONTRACT.**

**Buyer Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Buyer Name (PRINT):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***This is a full contract; all the conditions are in writing and signed by the buyer.***

***No other agreements implied or verbal would apply.***

**Seller Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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