

## **Bengal Music Cats Contract:**

This Pet Kitten/Cat Sale Agreement (“Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_, by and between:

### **Breeder Name:**

Cattery Name:

Address:

Phone:

Email:

### **Buyer Name:**

Address:

Phone:

Email:

Buyer affirms that Buyer is at least 18 years of age and legally competent to enter into this Agreement.

## **2. KITTEN/CAT IDENTIFICATION**

Breed:

Color/Markings:

Sex:

Date of Birth:

Sire:

Dam:

**-Pet-Only Sale and No Breeding Rights-**

**-Breeding Rights-**

## **3. TRANSFER OF OWNERSHIP AND RESPONSIBILITY**

Upon the kitten’s departure from the breeder’s possession, ownership and responsibility transfer to the buyer. The buyer assumes complete responsibility for the kitten’s care, supervision, nutrition, housing, veterinary treatment, and overall well-being. The buyer acknowledges that kittens are living beings and may develop medical conditions after transfer that are not predictable or preventable.

**4. BUYER AGREES TO THE FOLLOWING:**

**All sales are final. Cash refunds will not be issued under any circumstances.**

A nonrefundable deposit of \$500.00 USD is required to hold a pet kitten, and a \$1000.00 USD deposit is required to hold a breeder kitten.

Purchase Price: \$ \_\_\_\_\_

Deposit Paid: \$ \_\_\_\_\_ on \_

Balance Due: \$ \_\_\_\_\_ on

If the kitten becomes unsuitable for sale, the deposit will be applied towards another litter or kitten of equivalent value as soon as one becomes available, at the sole discretion of the seller. No refunds or exchanges are permitted, except as outlined in the terms of this agreement.

Initial \_\_\_\_\_

The kittens and cats owned by Bengalmusiccats are exclusively owned by them and should be regarded as such until the cat or kitten is in the possession of the buyer and the ownership contract has been signed by both parties.

The purchaser acknowledges that all travel and flight expenses are solely their responsibility, including the health certificate if applicable.

**Initial** \_\_\_\_\_

**5. Veterinary Expenses:** The breeder shall not be held liable for veterinary expenses incurred after the transfer of possession. Therefore, the buyer acknowledges that veterinary costs (emergency, routine, diagnostics, hospitalization, medications, specialist care, elective procedures) are solely the buyer's responsibility.

**6. GUARANTEES:**

**A health guarantee is provided for a duration of 72 hours from the time the kitten is released from the seller's possession.**

Both parents of this kitten underwent genetic testing for Polycystic Kidney Disease (PKD) and Bengal-Specific Progressive Retinal Atrophy (PRA-b) at the University of California, Davis. The results of these tests indicate that both parents are negative for these genetic diseases.

This kitten has undergone a thorough examination by a licensed veterinarian in the State of Washington.

The kitten has been administered the FVRCP vaccine at the recommended ages of 8 and 11 weeks, as advised by the veterinarian. It is advisable that kittens receive vaccinations at the ages of 8, 11, and 16 weeks.

Vaccination records and health documentation will be provided at the time of sale. The seller recommends that the buyer arrange for a veterinary examination of the kitten during this period at the buyer's expense. If the kitten is diagnosed with any life-threatening pre-existing condition, the seller must be notified within 24 hours, accompanied by written veterinary documentation.

If a cat succumbs to death within this specified timeframe due to a congenital defect, it will be replaced only if a thorough necropsy is conducted by a licensed veterinarian. The veterinarian's certificate will serve as evidence of the cause of death. A replacement cat of comparable quality and value will be provided, as available, at the breeder's discretion. There are no assurances provided regarding the future health, accomplishments, or reproductive capabilities of cats or kittens.

This health guarantee does not cover coccidia outbreaks. When a kitten enters a new home, it may experience diarrhea or loose stools a few days after arrival. This is typically caused by the parasite coccidia.

Feline Infectious Peritonitis (FIP) is a rare, unpredictable, and non-covered condition under the guarantee.

The buyer bears the responsibility of providing immediate veterinary care to any cat or kitten exhibiting signs of illness or distress. Failure to do so will render any guarantee void.

In multi-cat households, the seller's guarantee solely pertains to the health of the kitten. If the purchaser resides in a multi-cat or multi-pet household and their existing pets develop health issues following the introduction of the kitten, the seller will not be held liable for any veterinary expenses incurred for these pets. This is because the seller is not responsible for the health of the other animals. It is the purchaser's responsibility to ensure that their existing felines are fully vaccinated and have undergone regular veterinary check-ups prior to introducing them to the kitten.

The seller assumes no responsibility for the kitten after it leaves the premises for medical expenses due to injury, landlord's or spouse disapproval, allergy to animals, disagreement of family members, conflict of personality, or any other reason unless explicitly outlined in this agreement. Consequently, it is agreed that no warranty or representation has been made with respect to the sold kitten except as explicitly stated in writing within this agreement. Oral statements do not modify this agreement.

## **7. Common Conditions Disclaimer and Educational Notes on Common Conditions:**

This guidance serves solely as informational content and does not alter or expand upon the health guarantee.

The buyer acknowledges receipt of educational guidance regarding the common health conditions and ailments of kittens, including mild diarrhea and upper respiratory infections (URI), which are prevalent in kittens and may manifest after the transfer. The following conditions are generally manageable through routine veterinary care and do not constitute a breach of this Agreement.

Mild diarrhea may occur during dietary changes, stress, or travel.

Hydration, monitoring, and veterinary consultation are recommended.

Feline Herpesvirus-1 (FHV-1) flare-ups may manifest as sneezing, watery eyes, or nasal discharge during stress. Prompt veterinary care facilitates effective management.

## **8. BUYER RESPONSIBILITIES AND PROHIBITED CONDUCT:**

### **Pet-Only Sale - No Breeding Rights:**

If this kitten is purchased as a pet-only, it is intended solely as a companion animal. Breeding is strictly prohibited. Unauthorized breeding may result in substantial financial damages and injunctive relief.

The buyer shall not declaw the kitten under any circumstances. The breeder recommends alternatives such as nail trimming, scratching posts, and soft nail caps.

This feline or feline offspring will not be sold, transferred, leased, or donated to any pet store or research laboratory.

The buyer shall refrain from engaging in any of the following activities: physical abuse of the animal, neglect, excessive confinement or unsafe restraint, withholding food or water, unsupervised outdoor access or exposure to toxins.

This cat or kitten will be kept indoors and will not be permitted to roam 5 freely outside, unless the cat has supervised outdoor access.

The cat/kitten will always be identified by its full registered name on websites and/or advertising.

If a cat or kitten is purchased as a pet, the purchaser is obligated to spay or neuter the kitten by the time it reaches five months of age. The seller will provide the purchaser with the kitten's registration papers to register the kitten with TICA upon the purchaser's submission of proof of spay or neuter from a licensed veterinarian. Failure to provide proof of spay or neuter will result in the forfeiture of registration papers.

If the cat or kitten is purchased as a male breeder, the purchaser agrees not to use this cat for outside stud service. This means the purchaser is prohibited from allowing this cat to mate with female cats (queens) owned by other breeders. Any co-ownership, transfer of queen's ownership, or leasing that circumvents this restriction will not be tolerated.

Any queen bred by this stud and subsequent litter must be owned entirely by the owner of the stud.

If the cat or kitten is purchased as a breeder female, the purchaser agrees not to use this cat for outside stud service. This means the purchaser is prohibited from allowing this cat to mate with male cats owned by other

breeders. No co-ownership, transfer of queen's ownership, or leasing that circumvents this restriction will be tolerated. Failure to honor this contract will result in the forfeiture of the cat registration papers back to Bengalmusiccats.

The process of breeding should not be taken lightly, and breeders must take measures to educate themselves on the subject.

There are no guarantees against eventual developments of lockets or tail faults. No replacement will be given for any cat that has been bred and produced a litter (purebred or otherwise). If there is a question of whether the cat has been used for breeding, the purchaser agrees to grant the seller full access to veterinarian and TICA records

This cat/kitten cannot be co-owned, sold, resold, or traded as a breeder.

## **9. DISPUTE RESOLUTION:**

Should this contract be breached in any manner, the purchaser shall be obligated to pay the seller a fee of \$2,500.00 US for each breach of contract, in addition to the original purchase price. Upon breach, the purchaser must return the cat or kitten to the seller without any refund, at the purchaser's expense, accompanied by a signed Transfer of Ownership document.

The purchaser acknowledges that if any legal proceedings are necessary, all legal expenses will be the purchaser's sole responsibility for both parties. These expenses will be held in the seller's current state and county of residence. Disputes will be resolved privately between the seller and the purchaser, without public disclosure in forums such as Yahoo Groups, Instagram, and Facebook.

Any and all disputes arising from this contract shall be resolved through litigation and shall be governed by the laws and jurisdictions of the county in which Bengalmusiccats is domiciled (United States) at the time of the dispute.

The purchaser assumes sole responsibility for ensuring compliance with all applicable municipal, state, and national regulations pertaining to the kitten or cat.

This contract, along with all associated guarantees, will become null and void unless the signed contract is returned to the seller within two business days. This contract is legally binding to all parties involved. It is exclusively applicable to the purchaser and seller in this transaction and is non-transferable to any other parties. If this kitten or cat is resold to another individual, this contract will become null and void.

The buyer acknowledges and agrees to the terms and conditions outlined herein, including the payment of the specified amount. In the event of default, the buyer shall be held legally liable for any reasonable attorney's fees, collection fees, and all other associated costs necessary to remit the entire balance to the seller. The buyer shall bear the responsibility for any legal fees, expenses, disbursements, and all other costs incurred in the enforcement of this contract.

This comprehensive document, encompassing all sections, exhibits, and appendices, serves as the sole and definitive agreement between the breeder and the buyer. Any oral statements, prior discussions, or other communications that modify this agreement must be explicitly agreed upon in writing by both parties.

**Signature:**

**Buyer:** \_\_\_\_\_

**Seller:** \_\_\_\_\_

**Date:** \_\_\_\_\_