

Bengal Music Cats contract:

The contract is between the Seller, Bengalmusiccats and Buyer

Name:

Home address:

Phone number:

Email address:

PURCHASE PRICE AND OR TERMS:

This kitten is being purchased for Breeding: **YES / NO**

For a Pet: **YES / NO**

BIRTHDATE:

SEX: **Male / Female**

COLOR: **Brown black spotted tabby/ seal lynx (snow)**

Sire:

Dam:

PURCHASER AGREES TO THE FOLLOWING:

1. **All sales are final.**
2. Under NO circumstances will cash refund be given at any point.
3. No returns or exchanges except what is outlined by the terms of this agreement. A 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. **The deposit will be put towards the purchase of the kitten and is non-refundable or transferable.** Only if said kitten becomes unfit for sale will the deposit put towards another litter/kitten of equal value as soon as one becomes available, at the discretion of Seller. Shipping, crate and health certificate expenses are sole responsibility of the buyer and must be paid in advance: **initial** _____
4. Purchaser has paid a non-refundable deposit (\$500.00 USD) on the (date ____), to hold the Kitten for the Purchaser. The deposit shall be applied towards the purchase total price, amount (**\$.** **USD**) which is

due and payable on or before 9 weeks including shipping if applicable so the travel arrangements can be made.

5. Bengalmusiccats reserves the right at any time to refuse the sale of any kitten/cat. Bengalmusiccats kittens and cats are the sole property of Bengalmusiccats and should be considered as such until the cat or kitten is in possession of buyer and the ownership contract has been signed by both parties.
6. This cat/kitten will never be sold, transferred, leased, or given away to any pet shop, research laboratory or similar facility.
7. This cat/kitten will be kept indoors and not be allowed to roam freely outside.
8. This cat/kitten will never be de-clawed **Initial**_____

Terms and Conditions:

1. If this cat/kitten is found to be neglected or mistreated, Purchaser will surrender said cat or kitten to Seller immediately. Failure to do so will render any guarantee null and void. This cat/kitten will receive excessive amount of tender loving care, will be fed the best possible diet, will receive substantial amounts of entertainment, and will be treated with the utmost respect so that he/she may realize its full potential.
2. This cat/kitten will be always identified by its full registered name on websites and/or advertising.
3. If this cat/kitten is purchased as a pet, Purchaser is to spay/neuter this kitten by the time the kitten reaches 5 months of age. Seller will give Purchaser kitten's registration paper to register the kitten with TICA when Purchaser provides proof of spay/neuter from a licensed veterinarian. Failure to provide proof of spay/neuter will result in the forfeiture of registration papers.
4. If this cat/kitten is purchased as a breeder male, Purchaser agrees not to use this cat for outside stud service. No co-ownership, transfer of queen's ownership, leasing, or other devious means of circumventing this restriction will be tolerated. Any queen bred by this stud, and subsequent litter must be owned entirely by the owner of the stud. If this cat/kitten is purchased as a breeder female, Purchaser agrees not to use outside stud service on this female. If this cat/kitten is purchased as a breeder, Purchaser agrees to breed this cat only with other Bengals. Failure to honor this will result in forfeiture of the cat and registration papers back to Bengalmusiccats.

5. This cat/kitten cannot be co-owned, sold, resold, or traded as a breeder.
 6. This kitten has been examined by a licensed veterinarian of the State of Washington and an official State of Washington Certificate of Health accompanies said kitten when the kitten has been shipped.
 7. Vaccination and health records are provided at the time of sale.
 8. Seller assumes no responsibilities of this kitten after leaving the premises of the seller for medical expenses due to injury, landlord's or spouse disapproval, allergy to animals, disagreement of family, conflict of personality, or for any other reason unless outlined in this agreement. Therefore it is agreed that no warranty or representation has been made with respect to sold kitten except as set forth in writing in this agreement.
 9. Purchaser understands that ALL veterinary expenses, travel expenses, airline or flight expenses are the responsibility of the purchaser. No cash refunds or monetary compensation of any kind will be made at any time by Bengalmusiccats.
 10. If this contract is breached in any way, Purchaser will owe the seller a fee of \$2,500.00 US for breach of contract to the Seller, over and above the original price each time the contract is breached. Once the contract is breached, Purchaser is to surrender the cat/kitten back to the Seller without refund and at the Purchaser's expense with signed Transfer of Ownership.
 11. Purchaser agrees that if any legal action needs to be taken that all legal fees will be Purchaser's responsibility for both parties and it will be held in seller's current state and county of residence. Disputes will be settled between Seller and Purchaser privately and will not be aired in a public forum including Yahoo Group lists, Instagram and Facebook.
 12. Any and all disputes regarding this contract will be litigated and governed by the laws and states of the county where Bengalmusiccats reside (US) at the time of the dispute.
 13. It is the purchaser's sole responsibility to comply with all municipal, state, and national laws in respect to this kitten/cat.
- GUARANTEES:** Any cat/kitten shipped by air will come with a Health Certificate stating it is in sound health upon arrival.

1. Health is guaranteed for a period of 72 hours from the time the kitten leaves the possession of the seller. Seller advises the buyer to have

the kitten examined by a licensed veterinarian during this period at Buyers expenses. If it is found to have any type of serious life-threatening congenital condition, it must be reported to the seller in 24 hours. Should the cat die within that time as a direct result of a congenital defect, the cat will be replace ONLY if an appropriate necropsy is performed by a licensed vet and a vet's certificate is provided as proof of cause of death. A replacement will be made of a cat of comparable quality and value, as available, at the discretion of the breeder. Due to the many factors involved in rearing and caring for this kitten that are beyond the control of the seller, there are no guarantees on fertility or temperament.

2. There are no guarantees given on future health, show achievements or reproductive capabilities of cats/kittens.
3. This health guarantee does not cover coccidia outbreaks: when a Kitten goes into a new home, this can sometimes result in diarrhea/ loose stools a few days after arrival. This is typically caused by parasite coccidia.
4. The cat/kitten cannot be returned after the guarantee period has expired and/or if it has been exposed to another cat which has not been currently tested for FeLV and FIP. There are no guarantees against FIPV, if said kitten dies of FIVP it will not be replaced.
5. It is the responsibility of the buyer to provide immediate veterinary care to any cat/kitten showing signs of illness or distress and failure to do so will render any guarantee null and void.
6. No cash refunds. All veterinarian fees are the sole responsibility of the Purchaser.
7. This kitten is Vaccinated with FVRCP at 8 weeks and then as recommended by your veterinarian. It is suggested that kittens need to be vaccinated at 8, 12, 16 weeks of age.
8. Vaccine used: (see health records). Multi-cat households: Seller's guarantee only covers the health of the Kitten. If Purchaser has a multi-cat /multi-pet household, and your other pets come down with health issues after Kitten is introduced, Seller, is not responsible for any veterinary expenses for your other feline(s) and pets, as we are not responsible for their health. It is Purchaser's responsibility to ensure that existing felines are up to date on all vaccinations and have been regularly checked by your veterinarian prior to introducing them to Kitten. **Initial** _____
9. The process of breeding is not to 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, Purchaser agrees to grant Seller full access to veterinarian and TICA records.

10. This contract, and all guarantees, will be null and void unless the signed contract is returned to the seller within 2 days. This contract is legally binding to all parties involved. It applies only to the Purchaser and Seller in this transaction and is non-transferable to other parties. If this kitten/cat is resold to another individual, this contract is null and void.
11. The buyer agrees to the terms and conditions, and to pay as stated. In the event of default, the buyer will be legally liable for any reasonable attorney and/or collection fee and all related costs necessary to remit the entire balance to the Seller. Any legal fees, expenses, disbursements, and all other costs related to upholding this contract will be paid by the Buyer.

Signatures: Seller:_____

Buyer:_____

Date:_____