Pet Bengal Kitten Purchase Agreement - Terms and Guarantees

Kitten Description:

Buyer Name/Address:

**Buyer Responsibilities**

Buyer is contracted to provide a lifetime home for this cat and never sell, lease, abandon, or give the cat to any pet shop, research facility, animal shelter, etc. It is highly recommended that your valuable, beautiful Bengal be kept indoors and **should not be declawed.** If the buyer cannot keep the cat due to unforeseen circumstances, Buyer must notify Seller that re-homing is necessary and explain what he/she wishes to do regarding re-homing the cat. Seller may choose relatives, friends, or vetted strangers as new owners for the cat; however, Seller has first rights to the cat in the event that the buyer deems re-homing essential.

 Buyer must provide the cat care regarding health, nutrition, clean living quarters, and veterinary attention. Cat may be confined to a cage as long as exercise and cleanliness is provided. If cat is allowed outdoors, **Seller is NOT responsible for loss, theft, or death of the cat on account of release outdoors** and strongly recommends exclusive indoor confinement.

 **This kitten is being purchased as a pet. Seller has either already removed the reproductive organs of this cat and/or buyer is AWARE that he/she is purchasing a kitten of non-reproductive capability or allowance.** **If early alter has not been performed, Buyer understands that he/she MUST have the kitten altered before the age of eight months at his or her expense.** Seller is not responsible for any future issues potentially arising from early alter, including the risk of incomplete spay. Monitor your kitten as it matures for any signs of sexual maturity and alert your veterinarian with any concerns.

**Seller Health Guarantees and Exclusions**

 Kitten is warranted to be healthy and free of defects or any detectable diseases including feline leukemia (FeLV) and FIV on the date of sale and to test negative for FeLV at examination of buyer’s veterinarian within ten days after purchase. Should the kitten test positive at this examination, kitten may be returned at the expense of the Seller and, **after confirmation** by Seller’s veterinarian that the kitten is FeLV/FIV positive, a full refund provided. **Seller cannot offer any extended guarantee for this illness as the buyer may have other cats present in their home unknowingly infected with FIV/FeLV that would present an immediate risk to the new kitten or** **may accidentally release kitten to the outdoors where it may contract this illness** outside the realm of responsibility of Seller.

 Your kitten has been provided one or two FVRCP combination vaccine for rhinotracheitis (upper respiratory), calicivirus, and panleukopenia (feline distemper), very common and contagious illnesses that Buyer must revaccinate for within 4 weeks of initial vaccine with his/her own veterinarian in order to be effective. Vaccinating specifically with FeLV or Coronavirus/FIP vaccines with Buyer’s vet renders all health guarantees null and void as these particular vaccines can do more harm than good in Seller’s opinion. Kittens should not be vaccinated for rabies prior to four months of age.

 Seller **guarantees against certain congenital defects that cause death, including early-onset hypercardiomyopathy (HCM), for a period of eighteen months starting from the date of the kitten’s birth.** HCM, a condition fairly common in many cat breeds including Bengals, can shorten life span significantly, particularly if its onset occurs prior to 18 months of age. Therefore we offer this guarantee to increase the odds that your cat will be a companion for a reasonably assumed number of years. If the kitten develops this condition and is professionally diagnosed by a licensed DVM within eighteen months from his/her date of birth and upon return of the kitten at the expense of the buyer and written confirmation of the condition from the diagnosing DVM, a different kitten of equivalent quality of the buyer’s choice will be given to the buyer within one year of return date of affected kitten. In addition, if during this eighteen month period your kitten dies and necropsy reveals evidence of any other proven congenital cause for the death (evidenced in writing by Buyer’s veterinarian), Buyer will be provided a new kitten of equivalent quality. **Under NO circumstances will a cash refund be given for kittens purchased.**

 **This kitten cannot be guaranteed to be free from Feline Enteric Coronavirus (FeCV).** It is estimated by a research physician at the University of Missouri Veterinary Teaching Hospital that 93.7% of all cats have contracted FeCV, which can, in 5-10% of cases, mutate and cause the fatal disease Feline Infectious Peronitis (FIP). Although research is ongoing, at this time, no one knows exactly why this disease occurs, how its development can be anticipated, or how to prevent it. Therefore this breeder cannot guarantee that your kitten will never develop FIP. No breeder can. We can only assure you we do everything possible to keep our cattery clean and do guarantee that **a replacement kitten of equivalent value WILL be provided if your kitten does go on to develop FIP within 6 months after the day you take it home with you.** No monetary reimbursement or support will ever be provided for any veterinary care as a result of this illness or Buyer’s decision to attempt any life-extending treatments as at this time FIP is 100% fatal and no treatments have been shown to be effective.

 In addition, there are many cat diseases and other health problems that cannot be tested for at this time, and while Seller ensures every kitten is visibly healthy on the date of sale, there is always the potential for illnesses to be contracted and/or to develop weeks or months after sale and, since many illnesses are brought on/exacerbated by conditions including environmental stress, poor diet, exposure to harmful situations or toxins, and poor owner litter box hygiene, Seller cannot guarantee that any kitten will remain healthy for any particular number of weeks or months after leaving our premises for Buyer’s unknown living conditions. **With the exceptions of FIP, early-onset HCM, and FeLV/FIV being present under the circumstances outlined above, no other guarantee will be made against future development of any illness or disease, including allergies.**

 Seller makes no guarantee that kitten will be consistently free of intestinal parasites, protozoa, fleas, ticks, heartworms and/or any other parasites or fungus (e.g., ringworm), as it is the buyer’s choice and responsibility to routinely test for these naturally-occurring and often contagious problems throughout the cat’s life (e.g., check stool samples) and to provide lifelong medication regimens and/or appropriate quarantine procedures guarding against these issues.

**Cosmetics, Temperamental and Behavioral Exclusions**

 Seller makes no guarantees as to the kitten’s future temperament, although significant time is spent socializing all our kittens. It is Buyer’s responsibility to properly acclimate the kitten to his/her new home and allow the kitten the time it needs to do so. Seller makes no guarantees that the kitten will not damage furniture or other objects with its claws and would advise the buyer to provide scratching posts or other appropriate claw-sharpening devices and/or to trim the claws often. Seller makes no guarantee that kitten will use the litter box consistently throughout its lifetime, although Seller DOES guarantee that kitten will be using the litter box consistently before Buyer takes ownership as Seller would not knowingly re-home a kitten with undesirable litter box issues. Buyer recognizes that kittens have an adjustment period that may involve inconsistent litter box use.

Seller makes no cosmetic guarantees including but not limited to how any kitten will look at maturity, too small/too large mature adult size, or “Bengal nose,” as none of these issues are considered defects of health and cannot always be confirmed at the age of sale. **Seller is never responsible for costs incurred by Buyer at a veterinarian’s clinic under any circumstances, including but not limited to disease testing, vaccinations, worming, surgery, or life-saving interventions, at any point after the kitten has been transferred into Buyer’s custody. Buyer takes full responsibility for any and all veterinary expenses incurred by Buyer under ALL circumstances. If Buyer does not wish to be responsible for veterinary expense due to a condition that Buyer believes is the complete fault of the Seller, Buyer MUST contact Seller BEFORE ANY CARE HAS BEEN PROVIDED for further instructions.**

Buyer’s signature indicated full understanding and agreement to all the terms and conditions outlined in this contract.

Date:.

Signature of Buyer: