



**Elizabeth and Rick Nolte
4084 The Fenway
Mulberry FL 33860**

Southern Pines Bengals Bengal Kitten Sales Contract

This Agreement is entered into between **Elizabeth Nolte** (Seller) and **<First name, Last Name>** (Purchaser).

Purchaser has paid a non-refundable deposit of \$300 to hold the Kitten for the Purchaser. The deposit shall be applied toward the Purchase Price of \$xxxx which is due and payable at the time that the Kitten is collected or shipped, whichever is earlier. In the event the seller is unable to sell the Kitten to the Purchaser for reasons including, but not limited to, the Kitten's mortality, the Seller has the option of providing a refund of the deposit or replacing the Kitten with a kitten of similar quality (Seller's choice). Seller shall have 12 months to provide a replacement kitten. Seller grants, conveys and transfers the following Kitten to Purchaser.

Kitten Description

Breed: Bengal (Brown, Charcoal, Seal Point Lynx) Rosetted/Spotted Tabby Sex: MN/FS

Date of Birth: Xx/xx/20xx

Sire:

Dam:

If shipping has been requested, an additional shipping fee will be added to the purchase price (EST. \$450) for shipping the kitten via air cargo and Certificate of Veterinary Inspection. Seller warrants that the Kitten is in good condition at the time that it is shipped to the Purchaser as evidenced by the certificate of veterinary inspection which shall accompany the Kitten. The

Seller is not responsible for any injury or loss of the kitten once it has been delivered to the airline.

If shipping has been requested, an additional shipping fee will be added to the purchase price (EST. \$500) for shipping the kitten via Pet Jet Pals pet nanny service, and Certificate of Veterinary Inspection. Seller warrants that the Kitten is in good condition at the time that it is shipped to the Purchaser as evidenced by the certificate of veterinary inspection which shall accompany the Kitten. The Seller is not responsible for any injury or loss of the kitten once it has been delivered to the nanny.

Terms, Conditions and Limitations

Terms and Conditions

Purchaser acknowledges that he/she has been provided a copy of Southern Pines Bengals Kitten Care Sheet and has read and understands the contents of the Care Sheet. Purchaser further agrees that he/she will follow all of the important guidelines outlined in the Care Sheet.

- 1) The kitten will be kept strictly indoors. The kitten shall not be allowed to roam outside unless it is leashed, directly supervised by a responsible adult or contained inside of a secure enclosure.
- 2) This kitten is sold as a Pet only. Kittens sold as pets are spayed or neutered prior to delivery.
- 3) Kitten shall not be sold, leased, given away, abandoned to a pound, pet shop, research laboratory, humane organization or similar facility. If Purchaser can not care for the kitten, the Seller shall be notified immediately and the Purchaser shall use all reasonable efforts to re-home the kitten. All details about the new owner shall be provided to the Seller in writing.
- 4) Purchaser agrees never to declaw the Kitten. Declawing the Kitten will automatically void all health guarantees in this Contract.
- 5) Purchaser shall provide regular veterinary care including maintaining vaccinations, providing adequate parasite prevention and having at least one physical examination every 12 months.
- 6) Kitten shall be provided a proper diet and access to clean water, adequate sanitary housing and proper medical attention
- 7) Seller makes no guarantee as to the Kitten's temperament. Our kittens are socialized, but we cannot predict how the Kitten will act after it leaves the familiar environment of our cattery and its litter mates. Personality differs between individuals. Kitten must be transitioned slowly into its new home. Purchaser acknowledges that some kittens may take longer than others to adjust to their new surroundings. **Purchaser must notify Seller within 10 days if Kitten is not transitioning well into its new home so that Seller made aware of any issues.** Seller is not responsible for any injury or damage caused by the Kitten at its new home.

- 8) Seller shall provide all vaccination and veterinary records to the Purchaser at the time the kitten is collected. Purchaser shall feed Kitten the same food that the Kitten was eating at the Seller's premises, and any changes to the kitten's diet will be done gradually. Any sudden diet changes may result in diarrhea and/or vomiting.
- 9) Purchaser shall have the kitten examined by a licensed veterinarian within three (3) business days of receipt.
- 10) This sale is final and there are no cash refunds without proof of congenital defect within 1 yr from the date of sale.
- 11) Both parties agree that any disputes/issues related to the Kitten and to this contractual relationship are a private matter between the Seller and Purchaser. Any issues and disputes must be resolved privately. Issues (including, but not limited to the Kitten's health issues, behavior issues, contractual issues) shall not be aired in public and/or online forum including, but not limited to, any Yahoo Groups, Facebook, and MeWe under any circumstances, unless the prior written consent of the other party has been obtained. Any violation of this clause shall result in agreed upon damages of \$10,000.00 payable by the party publicizing the alleged dispute/issue.

Health Guarantee

Seller warrants that the Kitten is sold in good health at the time Kitten leaves Sellers premises. Seller further warrants that Kitten has undergone an exam by a licensed veterinarian (including, but not limited to an eye exam, ear exam and heart and lung auscultation) and Seller was not aware of any health issues (including, but not limited to, upper respiratory infection and diarrhea) at the time it left the Seller's premises. Kitten has also been tested and is negative for FeLV and FIV.

Kitten must be examined by Purchaser's veterinarian within three (3) business days of receipt. Any questionable findings made by the veterinarian shall be provided to the Seller in writing. Kitten shall also be quarantined from all other animals for a period of no less than 14 days. If kitten is not isolated for a minimum of 14 days, all health guarantees become null and void.

Kitten is guaranteed against congenital defects for a period of one (1) years from the date of birth. If during this time the kitten is found to have a life threatening congenital defect, Seller shall replace the kitten with another of like kind and quality as soon as one is available or refund the full purchase price upon written proof from the veterinarian. If kitten dies within the first year directly due to a congenital defect, a refund or replacement shall be provided as long as a full necropsy report from a licensed veterinarian is received within thirty (30) days of death.

The stress from change in environment (especially if Kitten is shipped) may cause the kitten to "break" with an infection, even though the Kitten showed no clinical signs of an infection when it left the Sellers premises. **This is why it is important for the kitten to be checked within three (3) business days of receipt.**

This health guarantee does not cover diarrhea/loose stools or other infections that are not a congenital problem. If Kitten develops diarrhea, take the Kitten to the vet and follow your veterinarian's treatment recommendations. Failure to follow your veterinarian's treatment instructions and recommendations will void all warranties.

Unless otherwise agreed upon between the two parties in writing, the Purchaser shall have up to five (5) business days from the date of receipt to have the Kitten examined by the Purchaser's veterinarian. **Purchaser shall provide proof to Seller of examination upon request.** Further, any questionable findings by the veterinarian shall be reported immediately to the Seller in writing. If the Kitten is found to be medically deficient with a terminal or life threatening problem, Seller shall refund the purchase price in full or replace Kitten with another kitten of like kind and quality (Seller's choice) as soon as a replacement is available. All veterinary expenses, return shipping and related costs are the responsibility of the Purchaser.

Multi-cat households: **Seller's guarantee only covers the health of the Kitten.** If Purchaser has a multi-pet household, and your other pets come down with health issues after the 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. Similarly, if the Kitten comes down with health issues after it has been introduced to other pets, we will only be responsible if a licensed veterinarian certifies, in writing, that the health issue is a congenital issue. It is the Purchaser's responsibility to quarantine Kitten for at least (14) days of receiving the Kitten, if Kitten is going to a multi-pet household. Unless otherwise agreed to by the Seller, in writing, this provision of isolating the Kitten for at least (14) days is a strict requirement and Purchaser will void all health guarantees under this contract if the Kitten is not isolated for a minimum of (14) days.

Vaccination of the Kitten against FIP (Feline Infectious Peritonitis) will void all health guarantees. The effectiveness of the vaccine has not been established and may hinder the diagnosis of the disease. This health guarantee does not include the development of FIP.

Return Policy

Kitten may be returned for a full refund if it is found to have a congenital defect at the initial veterinary exam. If there are other reasons the Kitten needs to be returned (including pet conflicts, human allergies etc.) it must be done within the 3-day initial exam period and a 50% refund of the purchase price (excluding shipping costs which are also the responsibility of the Purchaser) will be issued. **Kitten may not be returned after the 3-day initial period if it has been exposed to another kitten, cat or animal, if Kitten is allowed outside or if Kitten was not housed in a clean and safe environment.**

Kitten is guaranteed against congenital defects for a period of 1 year. If kitten is diagnosed with a congenital defect, it must be documented in writing by a licensed veterinarian and copies provided to seller.

Tail faults, lockets, rib bars or other show disqualifying characteristics are not considered congenital defects and are not covered under this guarantee. Kitten is sold as a pet only and not for breeding purposes. Showing is permitted.

Seller warrants that the Kitten was fully litter box trained when Kitten left the sellers premises. New surroundings, changes in litter, and location of the litter box may result in improper elimination. Seller is not responsible for any issues with improper elimination and it is not covered under this health guarantee.

GOVERNING LAW

This Agreement shall be final and binding upon the Purchaser and Seller and shall be governed by the laws of the state of Florida. Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of Florida. In the event of a dispute between the parties, the prevailing party shall be entitled to his/her attorneys fees and all costs associated with the dispute.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on this day of _____.

Seller signature

Purchaser signature:

Elizabeth Nolte

Name: _____

4084 The Fenway

Address: _____

Mulberry, FL 33860

Phone: (706) 601-9096

Phone: _____

Email: southernpinesbengals@gmail.com Email: _____

