

Danielle& Travis Weakley

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BENGAL KITTEN CONTRACT OF SALE

This Agreement (“Agreement”) is entered into between Danielle Weakley of Above Par Bullies &

Bengals LLC.

(“Seller”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Purchaser”). IN CONSIDERATION of the sum of

$\_\_\_\_\_\_\_\_\_\_\_ (“Purchase Price”), Seller grants, conveys and transfers the following kitten

(“Kitten”) to Purchaser.

DESCRIPTION OF BENGAL KITTEN

Breed: Bengal Color: \_\_\_\_\_\_\_ Sex: \_\_\_\_\_\_\_ Birth Date:\_\_\_\_\_\_\_

Sire:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of Above Par

TICA: \_\_\_\_\_\_\_\_\_yes\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dam:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of Above Par

TICA: \_\_\_\_\_\_\_yes\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchaser has paid a non-refundable deposit of $800.00 which is non refundable, however is

 transferable to a future kitten, this deposit is to hold the kitten for the Purchaser.

The deposit shall be applied towards the Purchase Price, which is due and payable on or before

\_\_\_\_\_\_\_\_\_or when the Kitten is collected, whichever is earlier. In the event the Seller is

Unable to sell Kitten to the Purchaser, for reasons including, but not limited to, the Kitten’s mortality,

Seller has the option of refunding 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 to the Purchaser.

Purchase Price does NOT include the cost of shipping the Kitten. There will be a fee of $250 for us to

meet you or a ground shipper. Seller warrants that Kitten is healthy and in good condition at the time

he/she is shipped to Purchaser, as evidenced by the veterinarian’s health certificate, which shall

accompany Kitten. Seller is NOT responsible for any injury or damage to the Kitten after Kitten is left

with you or the ground shipper.

Seller guarantees that the kitten/cat is purebred and eligible for registration in the International Cat

Association (TICA)

All sales are final. No returns, refunds, or exchanges except what is outlined by the terms of this

agreement.

ALL REMAINING BALANCE AND SHIPPING FEES ARE DUE NO LATER THAN 14 DAYS

PRIOR TO SHIPPING DATE.

Buyers Initials\_\_\_\_\_\_\_\_\_

TERMS AND CONDITIONS

Above Par will be listed at the front of the cats name on any website or ad as his/her full

registered name is written.

Purchaser acknowledges that they have been provided with a copy of Above Par’s

Care Sheet and that Purchaser has read and understood the contents of the Care Sheet.

Purchaser further agrees that Purchaser will follow all the important guidelines and

suggestions outlined in the Care Sheet, since Purchaser’s failure to do so may lead to

adjustment issues with Purchaser’s Kitten. Purchaser further agrees that they will review the

care sheet prior to contacting Seller with behavior issues, since this issue may be covered by

the Care Sheet.

(1) Kitten shall live mainly indoors. Purchaser shall not allow Kitten to roam outside, unless

Kitten is harnessed and leashed or in a Cattery and accompanied by a responsible adult. See kitten care

sheet for harness recommendation

(2) Kitten is sold only as a pet. The kitten will be spayed/neutered prior to leaving the seller’s home.

(3) Kitten shall not be sold, leased, given away, abandoned to a shelter, pound, pet shop,

research laboratory, humane organization, or any similar facility. If Purchaser is unable to care

for the Kitten, Purchaser shall notify Above Par immediately. The kitten will be required to be returned

to Above Par, no monetary amount will be returned to Purchaser Seller.

(4) Purchaser agrees that it will feed Kitten the same food that Kitten was eating at the Seller's

premises, and any changes to the Kitten's diet will be done gradually. Any sudden changes to the

Kitten's diet may result in diarrhea.

(5) Purchaser agrees to never mutilate or declaw a Above Par cat including

tendonectomy and Ventriculocordectomy (ANY MUTLILATION other than dessexing voids all

health guarantees) If we find any Above Par kitten or cat to have been mutilated as said above, legal

action will be taken. You will be sued for a fine of $5000.00 and the removal of the cat from

your possession. All court fees and lawyer fees are to be paid by the purchaser.

(6) Purchaser agrees that they will feed the Kitten the same food that Kitten was eating at the

Seller's premises and any changes to the Kitten's diet will be done gradually. Any sudden

changes to the Kitten's diet may result in diarrhea.

(7) If, in Seller’s opinion, Kitten is neglected or mistreated, Purchaser shall surrender Kitten to Seller

unconditionally. “Neglect” or “mistreatment” shall include, but not be limited to, leaving Kitten alone

without human companionship for periods in excess of 72 hours, lack of proper sanitary facilities, lack

of proper veterinary/medical attention, lack of food or water, or physical abuse. Any and all fees

associated with the recovery of Kitten shall be paid by the Purchaser, including, but not limited

to, any and all court costs and attorney’s fees.

(8) Seller makes no guarantees as to the Kitten’s temperament. We pride ourselves on

socializing our kittens, but we cannot predict how the Kitten will act after it leaves the familiar

environment of our cattery and its litter mates. It is Purchaser’s responsibility to slowly

transition Kitten to its new home (see kitten care sheet). Purchaser acknowledges that some

kittens may take longer than others to adjust to their new surroundings. Purchaser must notify

Seller immediately if the kitten is not transitioning well into its new home (e.g. not using the

litter box, has diarrhea) so that Seller is made aware of any issues. If Purchaser has any Buyers

health or behavior concerns about the Kitten, Purchaser must notify Seller of its concerns

immediately. We cannot help you with these concerns if we are not aware of them. If more

than 2 weeks have passed before Purchaser notifies Seller of these issues, Seller disclaims any

liability of responsibility for these issues.

(9) Purchaser shall take the Kitten to the Purchaser's veterinarian at least once every 12

months for annual physical examinations. Purchaser needs to ensure that a full physical

examination (including, but not limited to, an eye exam, ear exam, auscultation) is undertaken.

Purchaser shall make all reasonable efforts to keep in contact with the Seller, and keep Seller

updated on Kitten's health. If you are going to put in a claim against the Health Guarantee you

must give access to ALL the Vet records with Danielle Weakley of Above Par Bullies & Bengals LLC.

No replacement kitten will be given without All vet recorders provided.

(10) Seller shall provide the registration papers for the Kitten to the Purchaser within a

reasonable time of Purchaser’s presentation of a veterinarian’s certificate of spaying or

neutering of the Kitten and the provided: Proof of Alter” form. (If seller has already Early

Spayed or Neutered the Kitten, the registration papers will be given within 30 days of purchaser

receiving the kitten.)

(11) This sale is final and there are no cash refunds.

(12) We take pride in our Bengals and we hope you do too. We would greatly appreciate it if

you would mention and tag “Above Par Bullies & Bengals” on your social media posts and if/when

people ask where you got your lovely Bengal from, this also insures that we see updates which we

greatly appreciate!

Buyers Initials\_\_\_\_\_\_\_\_\_

(13) Purchaser agrees to allow Danielle Weakley of Above Par to share photos Purchaser posts on

social media or sends to Above Par. No photos of people will be shared without faces blocked to keep

your privacy unless Purchaser states otherwise.

HEALTH RECORD

Purchaser understands that Above Par Bullies & Bengals LLC gives vaccines and deworming themselves.

Kittens are given dewormer at 4,6,8, and 12 weeks of age, they are given Baycox at 13 weeks of age for

3 days. We have made the choice to give our kittens the Feline UltraNasal FVRCP. FVRCP protects your

cat against feline Rhinotracheitis, Calicivirus, and Panleukopenia. It provides rapid immunity in both cats

and kittens with a single dose which we find to be a great feature to prevent over vaccination. Also it is a

intranasal vaccine which eliminates the worry of injection site sarcomas. It’s also given at 12 weeks

which is also comforting as it gives kittens time to mature a bit more

HEALTH GUARANTEE

ALL VET INFORMATION MUST INCLUDE MICROCHIP VERIFICATION/SCAN

Seller warrants that Kitten is sold in good health at the time Kitten leaves Seller's premises.

Seller further warrants that Kitten has undergone a physical examination by Seller's

veterinarian prior to Kitten leaving Seller (including, but not limited to, an eye exam, ear exam,

auscultation), and that Seller was not aware of any health issues (including, but not limited to,

upper respiratory infections, diarrhea) at the time Kitten leaves Seller's premises. However, the

stress from the change in environment (especially if the 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 Seller’s premises. This is why it is important for the Kitten to be checked

within 72 hours of receipt.

INITIAL\_\_\_\_\_\_\_\_\_

Unless otherwise agreed between the parties in writing, the Purchaser has 72 hours of receipt of the

Kitten to have Kitten examined by Purchaser's veterinarian. Purchaser shall provide Seller with proof

of the examination upon Seller’s request. Further, any questionable findings by the veterinarian shall

immediately be reported, in writing, to the Seller. 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 of like kind and quality (Seller’s choice), as soon as a replacement is available. All veterinary

expenses and return shipping-related expenses are the responsibility of the Purchaser. Seller’s health

guarantee shall be null and void if Kitten is exposed to other animals within the first fourteen (14) days

of Purchaser receiving the Kitten AND/OR if Kitten is not examined by Purchaser’s veterinarian within

72 hours.

INITIAL\_\_\_\_\_\_\_\_\_

Kitten is guaranteed against congenital defects for a period of twelve (12) months after

the date of birth. If the Kitten dies due to a congenital defect within these twelve (12)

months, Seller shall refund the Purchase Price (minus vetting fees of $500) or replace Kitten

with another of like kind and quality (Seller’s choice), as soon as one is available. Purchaser

must provide the veterinarian or specialist’s written report, confirming, in writing with a

Necropsy, a diagnosis of a congenital defect. Seller shall refund the Purchase Price (minus vetting

fees of $500) to Purchaser or replace Kitten with another of like kind and quality (Seller’s

choice), only if an appropriate necropsy is performed by a licensed veterinarian and a

veterinarian’s certificate showing the congenital defect being the direct result of the cause of a

congenital defect. Necropsy MUST include Microchip information. If you are going to put in a

claim against the Health Guarantee you must give access to ALL the Vet records.

INITIAL\_\_\_\_\_\_\_\_\_

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. Similarly, if Kitten comes down with health issue(s) after its

introduction to the multi-pet household, we will be responsible only if your vet certifies, in

writing, that Kitten’s health issues are congenital issues. It is Purchaser’s responsibility to

ensure that existing have been regularly checked by your veterinarian prior to introducing them to

Kitten. It is Purchaser’s responsibility to quarantine Kitten for at least fourteen (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 at least 14 days.

INITIAL\_\_\_\_\_\_\_\_\_

IMPORTANT\*\*\* DO NOT LET YOUR VET use Ketamine as anesthesia. There have been reports

of Bengals dying with the use of Ketamine as anesthesia. Isoflurane has proved to be a much

safer anesthesia for Bengals. Please discuss this with your vet. Any use of Ketamine VOIDS

HEALTH GUARANTEE. Also do NOT Force your vet to use a cocktail they are not familiar with.

If your vet ONLY uses a ketamine formula or mixed ketamine formula then you must find a

different vet who is familiar with a cocktail that uses NO Ketamine at all.

INITIAL\_\_\_\_\_\_\_\_\_

RETURN POLICY

If for any reason the cat/kitten is returned to the Seller beside health-related problems, Purchaser

agrees to pay all expenses, including shipping costs, mileage and re-examination expense of Seller's

Veterinarian. This examination will include a complete 'viral panel' blood test for FELV, and FIV

viruses.

Seller warrants that Kitten was fully litterbox trained when Kitten left Seller's premises.

However, the new surroundings may confuse the Kitten and may result in improper urination.

Purchaser needs to ensure that Kitten knows where the new litter box is located, and Seller

recommends that Purchaser use the same type of litter box and litter used at Seller's premises,

to avoid confusing the Kitten. (see kitten care sheet)

INITIAL\_\_\_\_\_\_\_\_\_

GOVERNING LAW

If ANY part of this contract is broken, the FULL ownership, including signed registration, and

possession of the kitten will be returned to the breeder at the cost of buyer. The undersigned buyer

acknowledges that this is a legal and binding contract and will be bound by the laws of Missouri and

has received a copy. If this contract is broken and kitten is not returned to breeder with signed

registration papers the buyer will be liable for civil damages in the amount of $5000, and that any

dispute regarding this contract will be settled in the Missouri court at the cost of the buyer. This

contract here by gives the breeder permission to repossess said kitten if any part of this contract is broken. Buyer releases Seller, Above Par Bullies & Bengals LLC. and their estate from any and all liabilities, and/or damages by fault of this kitten at the time of sale. These damages include but are not limited to, destruction of property and/or physical damage to any person or group of people. Buyer agrees to the entire contract and any other contracts attached.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement

Sellers Information

Danielle Weakley/Above Par Bullies & Bengals

LLC.

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City,State,Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller's Signature and Date:

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Buyers Information

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City,State,Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer's Signature and Date:

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