



Seller: Patricia Harvey  
619-392-7811  
mylove4bengals@aol.com

## KITTEN DEPOSIT/PURCHASE AGREEMENT

This contract between \_\_\_\_\_ the (Buyer) and Patricia Harvey of COUTURE BENGALS (Seller) is effective as of the date of the last signature to appear below. This is a binding contract upon all parties thereto. Buyer(s) agree to buy and Seller agrees to sell the below described cat/kitten, pursuant to all of the following terms.

### DESCRIPTION OF BENGAL KITTEN / CAT

NAME	BIRTHDATE
SEX	SIRE
COLOR	DAM
LITTER REGISTRATION # OR REGISTERED #	

For the following price or terms \_\_\_\_\_ \$700.00 Non~Refundable holding fee.

\*The remaining balance must be paid in Cash or Square Up (Credit, plus 4% service charge) at the time the kitten is to be picked up.

PET \$	DATE PAID
BREEDER / SHOW \$	DATE PAID
SELLER	
PURCHASER	

Seller and Purchaser agree to the following terms. If purchased as a pet buyer understands that he/she will not receive the registration papers for this kitten/cat until the kitten/cat has been spayed/neutered and proof of such has been presented to Patricia of Couture Bengals. Should a kitten be purchased as a Pet and no proof of spay/neuter is provided to Patricia, an additional \$2000.00 will be Billed to the Buyer for Breeding Rights. No exceptions!



# COUTURE BENGALS HEALTH WARRANTY

Seller guarantees the health of said kitten/cat upon pick up from the Cattery or upon delivery to shipping facility for a period of 72 hours. This time period begins when the kitten/cat leaves the possession of Couture Bengals Cattery. We recommend that you take the kitten/cat to your own veterinarian at the buyer's expense within the first 72 for your own protection and have a complete blood panel run. If you have other cats, we require that you place the new arrival in quarantine for a minimum of TWO weeks. Normal length of quarantine is a minimum of two weeks , but can be as long as 30 days. If a kitten/cat is found to have a medical problem within the 72 hour period only, it must be reported to the Seller immediately with its discovery. Failure to make this report within this time frame will void this warranty. Exposure to other animals of any species during this time will void this warranty. Failure to get the initial 72 hour veterinary check up will void any claim for replacement .

## REFUNDS, REPLACEMENTS & ASSOCIATED EXPENSES

There shall be no refunds of holding fees, purchase price, shipping charges or other costs. There shall be replacement of the kitten/cat only under circumstances provided below.

If the kitten/cat is found to be in unsound health by a licensed veterinarian within 72 hours, the kitten/cat shall be returned to the Seller and the Buyer may request a replacement of another kitten/cat of equal value. Said replacement will be made as soon as a suitable replacement becomes available. A medical report signed by the examining veterinarian must be faxed from the clients vet to Couture Bengals veterinarian prior to a replacement being made. A kitten/cat will be replaced only one time.

Seller will not replace any kitten/cat that has not received adequate and appropriate care from its new owner. It is the responsibility of the Buyer to provide immediate veterinary care, at the buyers own expense, to any kitten/cat showing signs of illness or distress and failure to do so will render any guarantee null and void. This is especially true for animals undergoing stress of travel. Seller reserves the right to have their own vet examine the animal prior to any decisions.

If the Buyer desires a replacement , under NO circumstances is a kitten/cat to be destroyed prior to notification by the Buyer to the Seller. Any kitten/cat , for which the Buyer requests replacement must be returned to the Seller , at the Buyers expense, so that the identity of the kitten/cat can be verified. "Unsound Health" shall be defined as any condition that is life threatening or incurable and /or genetic and shall not include curable conditions or infections including, but not limited to colds, virus, bacterial infections, parasites, or allergies.

Buyer understands that the adoption of said kitten/cat identified herein, means the Buyer agrees to undertake responsibility for future health maintenance of said kitten for the rest of the kitten's natural life.

Congenital Deflect Clause: Seller's health guarantee offers a replacement in the event said kitten should die with six (6) months of the buyers receipt of the kitten, as a direct result of an unknown ( at the time of sale) congenital birth defect or being diagnosed with a terminal genetic defect before 6 months, wherein the kitten/cat dies within the first year of life. Said kitten/cat will be replaced only if an appropriate necropsy is performed by a Licensed Veterinarian and a Veterinarian's Certificate with full disclosure and copy of the Necropsy Report is provided (Faxed to Seller's Vet) as proof of cause of death. In addition, the Veterinarian Must send a sample of the kitten/ cats DNA to UC Davis and submit a signed photograph of the kitten/cat to the Seller, for confirmation that the cat is the same cat covered by this purchase agreement. Death due to trauma, abuse, neglect failure to obtain adequate veterinary care, failure to provide adequate and sanitary housing, or failure to provide the aforementioned required Veterinary documentation, will void the opportunity for replacement.

The Buyer assumes responsibility of all expenses incurred in relation to the kitten /cat after said kitten/cat leaves the possession of the Seller, as well as any expenses incurred at the request of the Buyer before the kitten/cat leaves possession of the Seller. If for any reason the kitten/cat is returned to the Seller, Buyer agrees to pay all expenses, including delivery , pickup or shipping costs, including mileage, airfare, etc., and re-examination expense by Sellers Veterinarian. This examination will include a complete viral panel blood test for FELV and FIV virus. If kitten/cat is returned to the Seller for resale on behalf of Buyer, the terms of this resale will be agreed upon separate written agreement.

Your kitten/cat may have already been treated for internal parasites. Your kitten/cat has also had the required vaccination appropriate to its age, excluding FIP and FELV vaccines. If you choose to vaccinate for FIP, this will void any guarantee as we do not believe the safety and efficacy of this vaccine has been sufficiently proven. We do not typically vaccinate with FELV. If there are special circumstances in your household and your Veterinarian recommends it, it may be done. It is imperative that you have your Veterinarian perform a complete blood panel for expose to these diseases before you vaccinate your animal against it.

If FELV and or FIP vaccine is given to the kitten/cat at any time, the entire health guarantee becomes null and void. We pride ourselves in raising healthy, vaccinated and parasite free kittens. To the best of our knowledge, each of our kittens/cats leaves our cattery in excellent health. Buyer may exercise the pre-purchase exam option if desired.

All shipping costs are to be PREPAID by the Buyer when purchasing a kitten/cat that must be shipped. Shipping costs include airfare for the shipment of the kitten/cat, an airline approved carrier of suitable size, and a Health Certificate(required for shipping not to exceed 10 days from the date of issuance), which also consists of an Office Visit fee for the Health Check. Please prepay with either Cash in US Dollars, a money order , Cashier's Check, or Square UP (4%fee) if you desire Seller to make the arrangements. Personal Checks will ONLY be accepted for HOLDING FEES (as defined below) only.

The signed sales agreement must be returned prior to kitten/cat being picked up by the Buyer. Square Up or Pay Pal can be utilized for payment for holding fees and the balance of the purchase price (4%) fee and allows 5-7 days for the funds to clear prior to pickup or shipment of the kitten/cat.

In the event of flight delays, cancellations, re-routing or missed connections, the Buyer will make the appropriate arrangements. The Buyer agrees to ensure the safekeeping of this kitten/cat and will not permit kitten/cat to be sent to an interim boarding facility. You must be on time to pick up your precious cargo, kitten/cat.

A holding fee is placed to hold a kitten for a buyer or to reserve a place in line for a kitten, which will be posted on COUTURE BENGALS.COM in numerical order so you may see and keep track of your place for a present or upcoming litter. All holding fees are NON REFUNDABLE! If a buyer has a deposit on a present or upcoming litter, other potential buyers will be turned away from purchasing a kitten/cat. With Deposits/ holding fees, a limited number are taken per litter. For this reason, Deposits and Holding Fees are NON REFUNDABLE. A change of mind on the part of the Buyer can quite often jeopardize the chance for that particular kitten/cat to be offered to other Buyers who have been told that the kitten/cat is spoken for. The minimum required A Holding Fee or Deposit is \$250.00. (Two hundred fifty dollars). It will take a minimum of 6 weeks to rate kitten quality and assess which kittens are pet or breeder/show quality. Patience is required while the Breeder makes this assessment. Your kitten options will be made available at the earliest possible date. If you believe you will be unable to agree with these arrangements, please DO NOT put down a Holding Fee/Deposit.

At least half of the purchase price will be paid when the kitten is 8 weeks of age unless other arrangements have been made in advance. Payment in full is the amount of the purchase price and shall be paid by the time the kitten is 10 weeks of age unless other arrangements have been made in advance. When the sale of the kitten/cat is finalized, the holding fee/deposit shall be applied towards the purchase price, In the event the Buyer decides not to take possession of the kitten/cat, the holding fee/deposit will be forfeited and deemed

non-refundable. A Holding Time of greater than 10 weeks must be negotiated up front and will be granted only under special circumstances to be discussed ahead of time at the signing of this agreement. Failure to pay half of the purchase price at 8 weeks means the kitten will be offered to another buyer immediately.

Each kitten/cat will differ in the time needed to bond with its new family. Please give the kitten/cat ample time to adjust. A period of four weeks should be the least amount of time allowed for the kitten/cat for an adjustment period and longer if this an adult cat and there are children in the house.

Boarding charges are to be paid in full prior to the release of the kitten/cat to the Buyer. If Boarding Charges are not paid monthly or fall 30 days past due, said kitten/cat will be considered abandoned and will revert to ownership of the Seller in lieu of payment for accrued charges. There will be no refund of the holding fee/deposit and said fee will be forfeited. Any refund, which is totally at the Sellers discretion, will depend on the amount received for the kitten/cat when resold and will be less and boarding charges unpaid.

Under no circumstances will this kitten/cat be sold, leased, loaned, co-owned or given away without the written consent of the Seller.

This Kitten/Cat will be kept indoors and not be allowed to roam freely outside.

If this Kitten/Cat is found to be neglected or mistreated, purchaser will surrender said kitten/cat to the Seller unconditionally and pay for any shipping /transportation charges.

*No CASH REFUNDS FOR ANY REASON!*

This Kitten/Cat shall not be transferred wholly or partially to any third party without written consent from the Seller.

No Guarantees are provided for the kitten/cat purchased under this purchase agreement other than those already mentioned in previous sections of this agreement. There are no Guarantees that the kitten will win in a show. Seller does not guarantee the size of the kitten/cat at maturity. The Seller also does not guarantee the appearance of the kitten in respect to conformation, color, or spotting pattern.

If this kitten/cat is returned to the Seller, Buyer will pay any return expenses, NO amount of refund will be provided unless COUTURE BENGALS is able to resell the kitten/cat to a suitable second home. At that time a refund may be made to the Buyer less any Veterinary, Advertising, and Boarding Expenses incurred in the transaction.

Seller reserves the right to use any photos of the purchased kitten/cat in any and all advertising, including, but not limited to, Internet Web Site Advertising in the promotion of COUTURE BENGALS. Buyer agrees to allow Seller the right to use his or her kitten/cats photograph or name in future or existing advertising without remuneration.

If Buyer or Seller commences any legal action as a result of this contract, Buyer agrees that the place of venue for such action shall be in San Diego County, in the State of California, in the United States of America. Buyer assents to personal jurisdiction within such venue, regardless of their place of residence, and agrees that any judgment obtained is enforceable within the jurisdiction that they reside in as if obtained within that jurisdiction.

A facsimile of this signed agreement shall be enforceable as an original if the original contract is lost, destroyed or unavailable.

The use of the terms, kitten/cat presents the same as the plural kittens/cats, in the case of more than one kitten/cat being purchased under this sales agreement.



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## KITTEN DEPOSIT/PURCHASE AGREEMENT

*I AGREE TO ALL TERMS AND NOTICES HEREIN:*

**BUYERS SIGNATURE**

**PRINTED SIGNATURE**

**DATE**

**ADDRESS**

**CITY / STATE / ZIP**

**HOME PHONE**

**CELL PHONE**

**EMAIL ADDRESS**

