

Kitten Purchase Contract

This contract is between _____ the (Buyer) and Kismet of FarOut Bengals CATTERY (Seller) is effective as of the date of the last signature to appear below. This is binding 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:P

Notes:

Description of Animal:

Breed: _Bengal Color: _____ Sex _____ M/F

Name : _____

Birth date _____ Litter Reg# or Reg# _____

Sire _____ Dam _____

For the following price or terms __\$300 non-refundable holding fee - half the balance due at 10 weeks and balance due at 12 weeks. - total price \$ _____

As a _Pet _____ Date Paid _____ Seller: _Kismet _____ Purchaser: _____

Seller and Purchaser agree to the following terms: If purchased as a pet only, 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 Seller.

FAROUT BENGALS Health Warranty -- 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 thirty (30) days. If the cat/kitten is found to have a medical problem (within the 72 hour period only), it must be reported to the Seller within 24 hours of 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. . PLEASE NOTE THAT I ALLOW YOU TO WAIT TILL 4 MONTHS (14 WEEKS OF AGE FOR THE BLOOD WORK. BLOOD WORK IS NOT REALLY CLEAR TILL THAT AGE!

Refunds, Replacements and Associated Expenses

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

1. If the cat/kitten is found to be in "unsound health" by a licensed veterinarian at 4 months of age when and if you decide to run a full blood panel on the cat/kitten. The kitten shall be returned to Seller and Buyer may request a replacement of another cat/kitten 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 sent from client's vet to breeder's vet prior to a replacement being made. A cat/kitten will be replaced only once all required information on health of prior kitten is received.
2. Seller will NOT replace any cat or kitten 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 Buyer's own expense) to any cat/kitten showing signs of illness or distress and failure to do so will render any warranty null and void. This is especially true for animals undergoing the stress of travel. Seller reserves right to have own vet examine animal prior to any decisions.
3. If buyer desires a replacement, under NO circumstances is a cat or kitten to be destroyed prior to notification by the Buyer to the Seller. Any cat/kitten, for which the Buyer requests replacement, must be returned to the Seller (at the Buyer's expense) so that the identity of the cat/kitten 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.
4. Buyer understands that adoption of said cat/kitten identified herein, means that Buyer agrees to undertake responsibility for future health maintenance of said kitten for the rest of the kitten's natural life, just as if this kitten were a human child being adopted by the Buyer.
5. Congenital Defect Clause: Seller's health warranty offers a replacement in the event said kitten should die within six (6) months of Buyer's receipt of kitten, as a direct result of an unknown (at the time of sale) congenital birth defect, or be diagnosed with a terminal genetic defect before six months, wherein the cat dies within the first year of life. Said cat/kitten will be replaced only if an appropriate necropsy is performed by a licensed veterinarian and a veterinarian's certificate with full disclosure and a 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 cat's DNA to UC Davis AND submit a signed photograph of the cat to 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 cat/kitten after said cat/kitten leaves the possession of the Seller, as well as any expense incurred at the request of the Buyer before the cat/kitten leaves the possession of the Seller. If for any reason the cat/kitten is returned to the Seller, BUYER agrees to pay all expenses, including delivery or pick-up or shipping costs, including mileage, airfare, etc., and a re-examination expense by Seller's veterinarian. This examination will include a complete 'viral

panel' blood test for FELV and FIV viruses. If cat/kitten is returned to Seller for resale on behalf of Buyer, the terms of this resale will be agreed upon separate written agreement.

6. Vaccinations: Your kitten may have already been treated for internal parasites. Your cat/kitten has also had the required vaccination appropriate to its age, excluding FIP and FELV vaccines. If you choose to vaccinate for FIP, FELV, this will void any warranty as we do not believe the safety and efficacy of this vaccine has been sufficiently proven. We do not typically vaccinate with FELV till the age of 1 year old.

If FELV and/or FIP vaccine is given to the cat/kitten at any time, the entire health warranty becomes null and void. We pride ourselves in raising healthy, vaccinated and parasite-free kittens. To the best of our knowledge, each of our cats/kittens leaves our cattery in good health. Please note blood panels cannot be performed on kittens under four months of age.

7. This signed sales agreement must be returned prior to cat/kitten being personally being picked up by Buyer. PayPal can be utilized for payment of holding fees and/or the balance of purchase price as long as the Buyer includes the 3% PayPal fee and allows 4 days for funds to clear prior to pickup or shipment of cat/kitten. .

If Buyer is picking up said cat/kitten directly from Seller, please arrive with cash, money order or cashier's check for the balance due on the purchase price of the cat or kitten and a crate

Holding Fees / Deposits / Payments

A 'holding fee' is placed to hold a kitten for a buyer or to reserve a place in line for a kitten from 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 those cats/kittens. With deposits or holding fees, a limited number are taken per litter, so potential buyers may have been turned away. 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 cat/kitten to be offered to other Buyers who have been told that the cat/kitten is spoken for. The minimum required 'Holding Fee' is \$300.00. It will take a minimum of 8 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 be comfortable with these arrangements, please do not put down a deposit.

Adjustment period:

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

- 1) Under no circumstances will this cat or kitten be sold, leased, co-owned or given away, without the written consent of the Seller.
- 2) This cat or kitten will be kept indoors and not be allowed to roam freely outside.
- 3) If this cat or kitten is found to be neglected or mistreated, Purchaser will surrender said cat or kitten to Seller, unconditionally and pay for any shipping charges.
- 4) No cash refunds for ANY reason whatsoever.
- 5) This cat is also not to be leased or loaned out without written permission from the Seller.
- 6) This cat shall not be loaned, leased, transferred either wholly or partially to any third party without the written consent of the seller.
- 7) If leash training kitten. Wait till kitten is at least 6 months old before allowing kittens to walk into Pet stores where other animals are also allowed to enter. This is only till the immune system of the Bengal kitten is strong enough to fight any infections that might be in the area, floor ect.

ADVERTISING RIGHTS Seller reserves the right to use any photos of the purchased cat/kitten in any and all advertising, including, but not limited to, Internet website advertising in the promotion of Seller's Cattery. Buyer agrees to allow the Seller the right to use his or her cat/kitten's photograph or name in future or existing advertising without remuneration.

VENUE 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.

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

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

I AGREE TO ALL TERMS AND NOTICES HEREIN:

BUYER'S SIGNATURE: _____ DATE: _____ PRINTED NAME: _____

ADDRESS: _____

CTY/ST/ZIP _____

PHONE NUMBERS: _____

EMAIL: _____

· SELLER: Kismet

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