

TN BENGAL KITTEN SALE AGREEMENT

TNBengal.com

DATE: _____

On this date, Seller has agreed to sell, and the below named (Buyer) has agreed to buy one Bengal Kitten (as described below) for the Purchase Price named below under the terms of this Agreement.

KITTEN DESCRIPTION

Gender of Kitten: _____

Color/Markings: _____

Dam: _____

TICA #: _____

Sire: _____

TICA #: _____

Date of Birth: _____

All kittens are sold without breeding rights. If you desire to arrange breeding rights, this additional privilege must be discussed and mutually agreed upon by buyer and seller at time of purchase. Breeding rights will be attached via addendum to the bottom of this contract if so agreed upon.

PURCHASE PRICE

The Purchase Price of the Kitten is \$_____

Part of the Purchase Price will be paid immediately with this Agreement as a Deposit to guarantee that Seller will hold the Kitten for delivery to the Buyer on the below specified Delivery Date.

The Balance Due (\$_____), after crediting the Deposit (\$_____), will be paid in Cash or Cashier Check at the time of Delivery of the Kitten to the Buyer. This Purchase Price does Not include and Delivery Charge (if any), which is calculated separately.

DATE OF DELIVERY: _____

Seller will make Kitten available for pickup on the above Date of Delivery.

DEPOSIT

This Surety of Action Deposit, in the amount of \$_____ (usually 50% of the Purchase Price), is required to hold this Kitten for the buyer until date of Delivery.

There are no refunds on Deposits, unless otherwise agreed here in writing. Failure of the Buyer to complete this purchase would subject Seller to lost opportunities to sell the Kitten to some other Buyer and retention of the Deposit is meant to compensate Seller for possible loss. This deposit signifies the intent on the part of the Buyer to follow through with the Purchase of this Kitten.

The Seller reserves the right to void this transaction and refund the Deposit if Seller learns of any reason why Buyer might not be suitable for the kitten — (i.e. Buyer is found to be an animal abuser, violent person, representative of a Pet Store, representative of a pharmaceutical research laboratory, etc.).

If the transaction is voided, or if through some tragic accident the Kitten were to die or otherwise be seriously injured before it goes to its new home, then the deposit will be returned to the Buyer; unless the Buyer wishes to apply the Deposit to another Kitten, if one is available, or to a kitten from the next available litter.

PICKUP/SHIPPING

Seller prefers that Buyer pickup the Kitten to reduce the stress of shipping. Arrangements can be made to ship Buyer's kitten, however there are additional charges for crating and transportation. Buyer understands that once a kitten is delivered to the departing airport, Seller is no longer responsible for its safety, health, or well-being. It

is the choice, solely, of the Buyer to ship the kitten and the Seller is not responsible for any problems incurred during, or as a result of, shipping. The Kitten must be picked up / shipped within two weeks of the Date of Delivery or there will be a \$4/day boarding fee.

HEALTH GUARANTEE

The subject animal, to the best of the seller's knowledge, is in good health and free of communicable diseases at time of sale. The Kitten will be current on deworming and will have received all shots recommended for the age of the Kitten when picked up by Buyer. Validation of this guarantee requires examination of the Kitten by the vet of Buyer's choice at the Buyer's expense within 4 days after taking delivery. Failure to have the Kitten examined by a vet within this period will void the health guarantee. The breeder guarantees the kitten until one year of age against all life threatening congenital or hereditary defects. If the kitten has a life threatening congenital or hereditary defect, it will be replaced with the first available kitten of the same value from the breeders stock, as soon as possible. The original kitten must be returned (at owners expense), to breeder before a new kitten can be delivered. The purchaser is responsible for any shipping fees for the replacement kitten. In the event of death, a licensed veterinarian must perform an autopsy to determine the exact cause of death at owners' expense. The report from the autopsy must be sent to seller's attending veterinarian for review. The health guarantee is not valid if Kitten is sold to a third party. This guarantee does NOT cover: Hypoglycemia, coccidiosis, giardia, hernias, weight, breeding ability, or any other health standards for a kitten. The Kitten is sold as pet quality.

REGISTRATION

The Seller will register the litter with The International Cat Association (TICA) and the Buyer will receive an individual Cat Registration Application. The Buyer is responsible for the individual TICA registration fee.

RIGHT OF RECOVERY OR PLACEMENT

Should the Buyer find themselves unexpectedly in a circumstance where death or other loss prevents them from being able to properly care for the Kitten, Buyer agrees to return the cat, at Buyer's expense, to Seller. Buyer agrees that the Kitten will NOT, under any circumstances, be placed in a pound or rescue center. This provision is to ensure that the cat will not end up homeless or destroyed.

GENERAL

This written Agreement contains all the terms of this Kitten Deposit and Sales Agreement. Buyer assumes all risks and responsibilities for the kitten. No refunds will be given, all deposits are non-refundable and all sales are final.

This contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party that is not contained in the written contract shall be valid or binding. This contract may not be modified or altered except in writing signed by both parties and endorsed herein.

I, the undersigned, agree that I have read, understand, and accept the terms of this contract.

AGREED:

Buyer Signature: _____ Date: _____

Seller Signature: _____ Date: _____