

This Agreement "Agreement" is entered into between Catherine Honacher "Seller" and _____ "Purchaser" in consideration of the sum of \$ _____ "Purchase Price", Seller sells the following "Kitten" to Purchaser.

Breed: Bengal
Birthdate:
King:
Queen:
Color:
Sex:

Purchaser has paid a non-refundable deposit of \$300.00 for a pet and \$500 for a show/breeder hold Kitten for the Purchaser. The deposit shall be applied towards the purchase price, which is due and payable on or before date the Kitten is collected.

Seller warrants that Kitten is healthy and in good condition at the time he is delivered to Purchaser, as evidenced by the veterinarian's health certificate, which shall accompany Kitten.

(1) Kitten shall be kept strictly indoors. Purchaser shall not allow Kitten to roam outside, unless Kitten is leashed and accompanied by a responsible adult.

(2) Kitten is sold as a pet _____ . breeder _____ show _____

(3) Kitten shall not be sold, leased, given away, abandoned to a shelter, pound, pet shop, research laboratory or any similar facility. If Purchaser is unable to care for the Kitten, Purchaser shall notify the Seller immediately. Purchaser shall use all reasonable effort to rehome the Kitten and Purchaser shall provide details in writing of Kitten's new owner to the Seller. If a Purchaser cannot find a proper home kitten will be returned to Breeder.

(4) Purchaser shall care for the Kitten with a proper diet, housing, health and general care, including maintaining up to date vaccines and proper parasite prevention. Purchaser agrees to never declaw Kitten.

(5) 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.

(6) Purchaser shall take Kitten to Purchaser's veterinarian at least once every 12 months for annual physical examinations. Purchaser shall make all reasonable efforts to keep in contact with the Seller, and keep Seller updated on Kitten's health.

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

(8) Both parties agree that any disputes / issues related to the Kitten and to this contractual relationship are a private matter between the Seller and the 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 a public and/or online forum including, but not limited to, any Yahoo Groups and Facebook under any circumstances. Any violation of this clause shall result in agreed upon damages of \$10,000.00 payable by the party publicizing the alleged dispute or issue.

(9) Kittens will be vaccinated, wormed several times and microchipped at the buyer request.

(10) 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, 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 may cause the Kitten to come down 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 three (3) business days of receipt.

(11) Unless otherwise agreed between the parties in writing, the Purchaser has three (3) business days 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, at Seller's discretion, as soon as a replacement is available. All veterinary expenses and return shipping-related expenses are the responsibility of the Purchaser.

(12) Kitten is guaranteed against congenital defects for a period of 2 years after the date of birth. If the Kitten is found to have a congenital defect within these 2 years, Seller shall refund the Purchase Price in full or replace Kitten with another of like kind and quality, at Seller's discretion, as soon as one is available. Purchaser must provide the veterinarian's report, in writing, that the Kitten has a congenital defect. Kitten will be replaced with a similar quality kitten if the kitten dies from FIP within the first 2 years. A necropsy will be required to prove FIP. All veterinary expenses and return shipping-related expenses are the responsibility of the Purchaser.

(13) 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. Coccidia is a naturally occurring and can be brought on by stress, recommend ponazoril or Albon given by your Vet, not covered in health guarantee. It is Purchaser's responsibility to ensure that existing felines are up to date on all vaccinations and have been regularly checked by your veterinarian prior to introducing Kitten.

(14) Purchaser agrees never to vaccinate this Kitten against FIP ~ Feline Infectious Peritonitis. The effectiveness of the vaccine has not been established and the vaccine can cause the disease. Failure to comply will void all health guarantees.

(15) Seller warrants that Kitten was fully litter box trained when Kitten left Seller's premises. However, the new surroundings may confuse the Kitten and may result in improper elimination. Purchaser needs to ensure that Kitten knows where its 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.

(16) This kitten, if sold with breeding rights, shall not be sold, given to, loaned out, leased or co-owned with another party without Seller's written consent. You can breed this cat only with other cats you solely own.

This Agreement shall be final and binding upon the Purchaser and Seller and shall be governed by the laws of the State of North Carolina. Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of North Carolina. In the event of a dispute between the parties, the prevailing party shall be entitled to his/her attorney's fees and all costs and expenses associated with the dispute.

All Parties have executed this Agreement on this date: _____

Seller: _____

Purchaser _____

Address _____

email _____

phone _____

How did you find Capstone Bengals? _____
