



Wanda Akers
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BENGAL KITTEN SALES CONTRACT

This Agreement ("Agreement") is entered into between Wanda Akers dba Bengalacious ("Seller") and _____ ("Purchaser").

IN CONSIDERATION of the sum of \$ _____ ("Purchase Price"), Seller transfers the following kitten ("Kitten") to Purchaser:

DESCRIPTION OF KITTEN

Breed: Bengal
Birthdate:
Color:

Sire:
Sex:

Dam:

DEPOSIT

Purchaser has paid a non-refundable deposit of **\$300.00** to hold Kitten for the Purchaser. The deposit shall be applied towards the Purchase Price, which is due and payable twenty-four (24) hours before shipment or upon delivery if sold locally.

AIR FREIGHT COST

Buyer is responsible for any applicable air freight costs for delivery of kitten.

TERMS AND CONDITIONS

Purchaser acknowledges that they have been provided a copy of Bengalacious "Bengal Kitten Care" instructions and that Purchaser shall abide by said instructions.

Seller guarantees that Kitten is healthy and fit at the time kitten is shipped to Purchaser. The kitten will come with a veterinarian's health certificate. Seller is not responsible for any injury or damage to the Kitten after Kitten has left with the airline (airlines responsibility as paid for in freight cost).

SPECIFICATIONS

- (1) 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.

- (2) Purchaser agrees to cut kitten's claws versus permanently declawing (as will have no way to defend itself).
- (3) Seller makes no guarantees as to the Kitten's temperament once he leaves our cattery. It is the Purchaser's responsibilities to read over the "Bengal Kitten Care" instructions to ensure proper food, kitty litter, etc. are followed to gently acclimate kitten to new home environment (any sudden change in diet, routine may have ill effects on kitten such as causing diarrhea).
- (4) Purchaser agrees that if there are any changes to food regime that it will be done gradually to ensure kittens adaptability.
- (5) Purchaser shall provide Seller with proof of comprehensive examination of health and first set of shots. Further, any questionable findings by the veterinarian shall immediately be reported to the Seller.
- (6) Sale is final – no cash refunds.
- (7) Kitten has been microchipped Yes No
- (8) Although kitten comes with certificate of health and first shots, purchaser has the option to register kitten with veterinarian within four days of receipt as outlined in #6 of "Bengal Kitten Care" to ensure the kitten is healthy. If during this examination the kitten is found to be defective, purchaser may return kitten for refund. **NOTE:** Retain a copy of the veterinarian record for return purposes.
- (9) **Purchaser agrees to spay or neuter kitten within six (6) months of age and provide seller with proof. Once proof of neuter/spay is provided TICA pedigree papers will be sent to Buyer.**

HEALTH GUARANTEE

Seller guarantees that Kitten is sold in good health (as outlined in accompanying medical record). Seller is 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 four (4) days of receipt as outlined in the "Bengal Kitten Care" instructions.

RETURN POLICY

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, as soon as a replacement is available provided a copy of the comprehensive examination from the veterinarian as outlined in "Bengal Kitten Care" is provided. Note: Return policy is null and void if kitten is not seen by a veterinarian within four days of receipt and copy of such diagnosis from vet provided. All veterinary expenses and return shipping-related expenses are the responsibility of the Purchaser. Seller's health guarantee shall also be null and void if Kitten is exposed to other animals within one week (seven days) of receipt or kitten is allowed to roam outside.

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 elimination.

Purchaser needs to ensure that Kitten knows where its new litterbox is located, and Seller recommends that Purchaser use the same type of litterbox and litter used by Seller, to avoid confusing the kitten.

FINAL AND BINDING

This Agreement shall be final and binding upon the Purchaser and Seller and shall be governed by the laws of the State of Virginia. Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Virginia. 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.

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

Seller:

Purchaser:

Wanda Akers c/o Bengalacious
P.O. Box 4892
Alexandria, VA 22303
