



Leopardian cats Kitten/cat sales contract

The following terms and conditions constitutes as a sales contract between Donna Achuff-Reinmiller, hereafter referred to as the seller/breeder, and _____, hereafter referred to as the buyer, regarding the following Bengal kitten:

Kitten Birth Date _____ Sex _____ Price \$ _____

Color _____

Sire _____

Dam _____

Purchased as Pet _____ Breeder _____ Show _____

Non Refundable Deposit of \$ _____

Balance Due \$ _____ to be paid on or before kitten pick up.

This deposit will be applied to the purchase of the selected kitten. Final payment is due prior to pick up or shipping. Checks are accepted for deposits only! There will be NO checks accepted at time of pick-up... no exceptions. PayPal is accepted for the buyers convenience and the buyer is responsible for a portion of the PayPal fee (\$3.00 per hundred).

The purpose of the deposit is to insure the purchaser's intent to purchase the above described kitten. The deposit is nonrefundable

should the buyer, for ANY reason, change his/her mind about purchasing the kitten prior to pick up.

Purchaser is responsible for shipping costs including carrier and shipping health certificate.

If purchased as a Pet, buyer agrees to have this kitten spayed or neutered between the ages of 5-6 months, but NO LATER THAN 7 months of age. Buyer agrees to mail or email breeder written proof of spay/neuter from a licensed veterinarian. If proof of spay/neuter is not provided by _____ (initial here _____) breeder reserves the right to reclaim the kitten OR, by breeders choice, be paid by buyer immediately the full breeder price for the kitten. (Original price of kitten plus \$2000.00) If seller reclaims the kitten, no money shall be refunded.

If purchased as a Breeder, Kitten is guaranteed to be fertile. If kitten is infertile, she/he will be replaced with a kitten of the same value when a kitten is next available. "Infertility" is defined as the kitten not being able to produce a litter of kittens by the time she/he is 2 years of age, and after having been bred to at least 2 different mates and being checked by a licensed veterinarian.

Seller makes no guarantees as to the quantity of kittens or quality of kittens produced by this kitten.

Kitten shall not be resold/traded as a breeder to another breeding program without the prior written consent of the Seller.

Kitten shall not be sold, leased, given away, abandoned to a shelter, pound, pet shop, research laboratory, humane organization, or any similar facility.

The buyer accepts responsibility of caring for this kitten and providing for its welfare. Purchaser shall care for the kitten with proper diet,

housing, health and general care, including maintaining up to date vaccines and proper parasite prevention. If kitten is found to be neglected or mistreated, Purchaser shall surrender kitten to Seller unconditionally. "Neglect" or "Mistreatment" shall include, but not be limited to, leaving kitten alone without human companionship for periods in excess of 72 hours, lack of proper sanitary facilities, lack of food or water, physical abuse.

Purchaser shall not allow kitten to roam outside, unless kitten is leashed and accompanied by a responsible adult.

This sale is final and there shall be no cash refunds.

Both parties agree that any disputes shall be resolved privately. Issues shall not be aired in a public forum including, but not limited to, any Yahoo Groups and Facebook. This includes using the parties dispute as examples of hypothetical situations, or as examples of possible disputes in these public forums, on the pretense of asking for third parties opinion or advice. Further, neither party shall post any negative information about the other party in a public forum, including the parties websites.

This Agreement shall be final and binding upon the Purchaser and Seller. If the contract is breached, and contract is litigated, Litigation will be in Delaware County, Pennsylvania.

HEALTH GUARANTEE

Seller warrants that kitten is sold in good health at the time kitten left Seller's premises. Seller further warrants that Kitten has undergone a physical examination by Seller's veterinarian prior to kitten leaving Seller's premises (including, but not limited to, an eye exam, ear exam, auscultation), and that Seller was not aware of Kitten having any health issues (including, but not limited to, heart murmurs, upper respiratory

infections, diarrhea) when the kitten left Seller's premises. The kitten is guaranteed for the period of 30 days from time of purchase (arrival) if Vet-checked within 72 hours of the time of purchase.

It is recommended that the new kitten be in quarantine for 30 days.

Seller is not responsible for any health issues that may arise (other than congenital defects) if kitten is not quarantined. Purchaser is also responsible for ensuring that all other cats in Purchaser's cattery and household are current on all its vaccinations prior to kitten arriving in Purchaser's cattery and household.

If it is found to be medically deficient with an untreatable or life threatening problem, it MUST be reported to the seller immediately. Upon its return, it will be replaced with another kitten of equal value. If no replacement is available at that time, seller will have 6 months to furnish a satisfactory replacement. It is the responsibility of the buyer to provide immediate veterinary care to cat/kitten show signs of illness or distress and failure to do so will render any guarantee null and void.

Under no circumstances is a kitten to be destroyed prior to notification by the buyer to the seller.

Vaccinating against FLV (Feline Leukemia) and FIP (Feline Infectious Peritonitis) is NOT recommended. Research is unclear on the safety and effectiveness of these vaccines. It is also recommended that your vet NOT use Ketamine for the spay/neuter surgery of your Bengal. There are other choices that have shown less reaction in Bengals and provide a much faster recovery time.

The breeder warrants that this kitten is genetically sound. If this kitten dies within one year of a genetic defect, despite medical care, and that defect is evidenced in a Veterinarian autopsy report presented to the breeder, the kitten will be replaced with another (as available, at the

discretion of the breeder) at NO additional cost except shipping. All veterinary expenses are the responsibility of the Purchaser.

Kitten is guaranteed against HCM (hypertrophic cardiomyopathy) until kitten is twenty-four (24) months old.

Purchaser acknowledges that this health guarantee does not cover pyometra, as this is not a congenital defect.

Transition to a new home can be quite stressful to your new kitten. You need to make environmental changes gradually. Keep your new kitten in one room until you sense that he/she is feeling secure (usually 2-3 days). Too big of an area can be very overwhelming to a new kitten and cause it unnecessary stress. As you let your kitten into new areas of the house, it is necessary to provide extra litter boxes to limit "accidents". As your new kitten learns his/her surroundings, you will be able to remove these extra boxes. Your kitten is accustomed to PELLET Litter. Please do NOT make any sudden switches to a new kitten litter as anything new and unfamiliar may cause your kitten to avoid the litterbox. Kittens acclimate to their new surroundings at different paces. The seller cannot predict adjustment time.

Buyers Name _____

Address _____

City,State,Zip _____

Phone _____ Cell _____

Email _____

Veterinarian's Name, Address, Phone _____

Permission for your Vet to release spay/Neuter report to seller _____

UNLESS SOLD AS A BREEDER

Buyers Signature _____

Sellers Signature _____