

Columbia River Bengals

BREEDER KITTEN CONTRACT

This agreement is between Michael Edwards, owner of Columbia River Bengals and _____ (Buyer). Effective as of the date of signatures below and is binding upon all parties thereof. Buyer and Seller agree to the below-described cat/kitten and all the following terms.

Color: _____ Sex: _____ DOB: _____

Sire: _____

Dam: _____

Sale Price: \$ _____ Deposit: \$ _____ Balance: \$ _____

1.) It is the buyer's responsibility to have this cat/kitten examined by a veterinarian within 72 hours after adoption. This is your health guarantee period. If this cat/kitten is found to have an untreatable or life threatening disease that is felt to have been contracted at the seller's home (documentation required by a licensed Veterinarian). Seller will replace this cat/kitten of equal value at the Seller's first opportunity. After 72 hours of the health guarantee period the seller cannot be held accountable for future of Felv/Fiv/Fip, and any other bacterial or viral infectious diseases, parasites, or fungus, due to the fact that these can be contracted anywhere in the environment after leaving the cattery and are not a result of genetics or breeding. Buyer accepts all responsibility for protection of the cat from said diseases, illnesses, parasites, and fungi. If the buyer chooses to vaccinate for the Feline Infectious Peritonitis (FIP), Ringworm, Feline Leukemia Virus (FeLV), or Feline Immunodeficiency Virus (FIV), the warranty is NULL and VOID. Also, the seller does not warranty the kitten/cat against any adverse reactions to future vaccinations.

Buyers Initials for Page 1: _____

2.) This cat/kitten is guaranteed against all heredity defects up to the age of one year. Should a hereditary defect appear within the first year, a Veterinarian must document it. The purchaser is obligated to immediately spay/neuter this cat. Upon supplying the seller with this documentation, seller will replace this cat/kitten with another of equal value at the seller's first opportunity. Buyer understands that at no time for any reason will there be a monetary refund of any of the purchase price. It is recommended that the kitten/cat be quarantined for a period of two weeks before introduced to other cats in your household.

3.) The cat/kitten cannot be returned after the guarantee period has expired. It is the responsibility of the buyer to provide immediate veterinary care to any cat/kitten showing signs of illness or distress. Failure to do so will render any guarantee null and void. Except the spay/neuter is in force no matter what the condition or problem. By signing this contract, the Buyer is also signing permission for their veterinarian to disclose any and all veterinary information pertaining to this said cat/kitten and any and all information on cats/kittens living with said cat/kitten. The Seller can ask which clinic and fax them a copy of this agreement to gain access, if need be. All veterinary fees are the sole responsibility of the Buyer.

4.) The seller guarantees fertility in this breeding animal with the exception of problems caused by pyometria which the breeder has no control over. If this cat has not produced viable offspring by the age of 2 years, after being serviced by at least two proven studs or queens whichever the case, the Seller agrees to replace the cat with one of equal value upon proof of spay/neuter by a licensed veterinary at Seller's first opportunity. Seller does have the right to attempt to breed the cat on a Columbia River Bengal cat before a replacement, for proof of infertility.

5.) This cat is not guaranteed against cosmetic faults, i.e. tail fault or locket. A cosmetic fault does not preclude the cat from being bred as it is not a health issue. No Declawing of kitten/cat. Buyer does understand that Seller makes NO guarantees about achieving Championship titles.

6.) No breeder male or female from Columbia River Bengals may be sold, placed, leased, loaned, traded, co-owned or given away to another breeder, or person unless written permission is received by the seller, Michael Edwards, with his signature. The said cat/kitten cannot leave the Buyers possession until they are spayed or neutered.

7.) Buyer agrees that no stud service will be done with a male unless written permission is received by the seller, Michael Edwards, with his signature.

Buyers Initials for page 2:_____

8.) If Buyer at any given time decides to sell this cat/kitten Columbia River Bengals will be given first opportunity to buy the said cat/kitten back at ½ the purchase price, otherwise they must be spayed/neutered before placing with anyone else. (No Exceptions)

Other Terms:

1.) A deposit fee is placed to hold a cat/kitten for a buyer. At this time I am holding the kitten for you and no one else can purchase the said cat/kitten. All holding fees (deposits) are non-refundable. The goal of our Cattery is to place our cat/kittens in loving homes in a timely manner so they may bond with their new family. If a cat/kitten is held for a Buyer, a change of mind can quite often jeopardize the chance of that particular kitten to be placed in a home while they are still of a desirable age. When the sale of the cat/kitten is consummated, the deposit shall be applied toward the balance owing on the purchase price. The balance is due prior to any shipping or pick up. There is a \$2.00 per day boarding fee if you cannot pick up your kitten on the agreed date.

2.) Under no circumstances will this cat/kitten or any offspring be sold, leased or given away to any pet store, research laboratory or similar facility.

3.) This cat/kitten will be kept indoors and not be allowed to roam freely outside. If this cat/kitten is found to be neglected or mistreated, Buyer will surrender said cat/kitten to Seller unconditionally.

Advertising Rights:

Seller reserves the right to use photos of cat/kitten sold to Buyer in any or all advertising, including website advertising, in the promotion of Columbia River Bengals. Buyer agrees to allow seller the right to use cat/kitten's photographs or name in future or existing advertising. Buyer must always use the cat's full registered name in any advertising or on the Buyers website.

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 the state of Washington, Franklin County. Any legal fees incurred in upholding this contract will be paid by the Buyer. This contract is legally binding to all parties named within and applies to only the buyer and the seller named below and is not transferable to other parties. If the buyer sells cat/kitten to a 3rd party, the health contract is Null and Void, however the spay/neuter agreement is still applicable.

Signing below shows you have read and agree with this contract.

Buyers Initials for page 3:_____

BUYERS INFORMATION AND ACKNOWLEDGEMENT

Name: _____

Signature: _____

Address: _____

Phone #: _____ **Date:** _____

E-Mail: _____

SELLERS INFORMATION AND ACKNOWLEDGMENT

Signature: _____

Address: _____

Phone #: _____ **Date:** _____

E-Mail: _____

This is a full contract; all the conditions are in writing and signed by the buyer. No other agreements, implied or verbal valid.

Buyers Initials for page 4: _____