



## Vengalicat Pet Contract

This contract is only between : \_\_\_\_\_ of Vengalicat Bengals (“Breeder”) and : \_\_\_\_\_ (“Buyer”). The Contract is effective as of the date the signatures appear below and is binding upon all parties thereof. Regarding the sale of the below-described cat. Both the Buyer and Breeder agree to the following terms:

Name:	_____	DOB:	_____	Sex:	_____
Sire:	_____	Dam:	_____		
Color & Description:	_____				
Purchase price:	\$ _____	Non-Refundable Deposit:	\$ _____	Balance:	\$ _____

\*Note: Purchase Price does not include fees for health certificate, Rabies vaccinations, TICA certified pedigree, and or shipping costs.

## PURCHASER AGREES TO THE FOLLOWING:

\_\_\_\_\_ I understand that the Breeder guarantees the cat is purebred and eligible for registration in TICA. Registration papers will be provided to the Buyer only after payment is made in full and this Contract is signed by the Buyer and returned to the Breeder.

\_\_\_\_\_ I understand that under no circumstances will this cat be sold, leased, gifted, or given away to any pet/breeder store, research laboratory or similar facilities.

\_\_\_\_\_ I understand that this cat has been purchased as a PET only. This cat will NOT be used for breeding or showing. Buyer agrees to pay an additional sum of not less than \$2500.00 for any cat that is bred and \$2000.00 for every kitten produced. Breeder has the right to seek legal action at Buyer's expense.

\_\_\_\_\_ I understand that this cat cannot be entered to any pet or cat show, without first getting a written permission statement from the Breeder and paying an additional amount of up to \$2000.00.

\_\_\_\_\_ I understand that the cat will be with the Breeder no less than 12 weeks of age.

\_\_\_\_\_ I understand that if this cat is found to be neglected or mistreated, Buyer will surrender this cat to the Breeder at no cost to the Breeder. The cat will be kept indoors only and won't be allowed to roam freely outside unless the cat is on a leash and or special enclosure.

\_\_\_\_\_ I understand that this cat will be sterilized before leaving to their new home. If for any reason the cat leaves without being sterilized by Vengalicat, then a clause will be introduced below. If such is to occur, then Buyer agrees to provide papers for this cat with a veterinarian certificate of spay or neuter. The Breeder also has the right to reach out to the Veterinarian clinic to ask for proof of sterilization. Failure to provide Breeder with proof of spay or neuter of said cat is a breach of this contract and the cat will be returned to the Breeder at the Buyer's expense.

\_\_\_\_\_ I understand that any additional costs for the transportation of the cat from the Breeder to the Buyer is the responsibility of the Buyer and has to be paid by the Buyer before any transport arrangements are made. This included veterinary health examination, vaccines, TICA certified pedigree, transport supplies and all other formalities for transporting a cat to the State or Country of the Buyer in accordance with the local municipalities. Shipping or transporting cost will fluctuate depending on the state and country where the cat is being shipped.

\_\_\_\_\_ I understand that a Non-refundable deposit is due when Buyer chooses and commits to the cat. If the Buyer plans to pick the cat in person, the Buyer agrees to pay the remaining balance at 12 weeks of age. In the case a cat needs to be transported all costs associated with a cat shall be paid no later than 10 weeks of age of the set cat; this includes transport costs so that we can arrange travel when necessary. For International shipping, final payment is due by 12 weeks of age. In case the cat won't be completely paid in full by the time stated above, the sale will be nullified and there will be no monetary refunds provided.

\_\_\_\_\_ I understand that if the Buyer refuses to pick up in person, accept shipment or neglects to contact Breeder for shipping arrangements after 30 days beyond the agreed shipping/take home date (unless other arrangements have been made and agreed on in writing by Breeder) Buyer agrees that all deposits and money paid towards cat will be forfeited and the cat will become the sole possession of the Breeder. No money will be refunded, and Breeder has the right to keep or sell the cat to another interested party, and the Buyer agrees to waive all rights of ownership.

\_\_\_\_\_ I understand that a refund will not be given due to either the Buyer and or any family members having a reaction to the cat. Such as but limited to allergic reactions, asthma, rashes, hives, or any other health, social, and

communicational issues. (It is important to test yourself and or your family members before deciding to acquire exotic animals.)

\_\_\_\_\_ I understand that the Breeder will not be responsible for how a pet quality cat develops.

\_\_\_\_\_ I understand it is the Buyers responsibility to check city, state and country regulations and/or laws for owning Bengal breed cats. All sales are final and there are no monetary refunds.

\_\_\_\_\_ I understand that declawing and or de-meowing of your cat is NOT permitted under any circumstance.

\_\_\_\_\_ I understand that the Buyer has been provided feeding instructions on this cat including the brand of food that is currently being fed. Changing a Bengals diet suddenly can cause severe diarrhea. Buyer agrees to continue a good diet in the best interest of the cat.

\_\_\_\_\_ I understand for the safety of the kitten/cat I will separate the kitten/cat when it comes into a new home for no less than 1 week. The kitten/cat must not be able to play with any other animal. This is done in order for the kitten to get used to a new environment, build immunity and bond with a human before bonding with other pets.

\_\_\_\_\_ I understand that If this contract is materially breached due to Buyers gross negligence or willful misconduct, Buyer will owe the Breeder a fee of \$3000.00 (USD) for the breach of contract to the Buyer. Once the contract is breached, within 14 days of breach, Buyer is to surrender the cat back to the Breeder, along with the cat's registration paperwork signed back to the Breeder, without refund and at the Buyer's expense. The \$3000.00 (USD) fee in no way limits the Breeder's right to sue for actual ascertainable damages arising from contract breach that may be above the amount of the \$3000.00 (USD) fee.

\_\_\_\_\_ I understand that the Buyer will agree to legal arbitration if the Breeder requests it.

\_\_\_\_\_ I understand that there will be no cash refunds; all deposit and payment fees are non-refundable or non-transferable, unless the agreed upon cat becomes unfit for sale due to the cat having health complications, then the deposit can be put towards another cat of similar quality and similar value per discretion of the Breeder.

\_\_\_\_\_ I understand that the Buyer can return the cat at any time and for any reason to the Breeder; but no refund will be provided. (There are many circumstances that can occur where the Buyer is no longer able to take care of the animal, if such is to arise the Buyer must notify the Breeder.)

\_\_\_\_\_ I understand that if the Breeder should go out of business or otherwise cease to breed Bengal cats, all guarantees in this contract shall become null and void. The remainder of the contract shall remain in force.

## HEALTH GUARANTEE:

Breeder certifies that cat has been examined by licensed veterinarian and warrants that there is no known genetic defects or health issues.

Breeder guarantees this cat to be free of any congenital diseases and in good general health at the time of the sale. Breeder does not guarantee that the cat does not have any illness unknown to the Breeder at the time of sale. (This Health guarantee does not cover curable conditions)

Health is guaranteed for a period of 72 business hours from the time the cat leaves the possession of the Breeder. In order for the one year health guarantee to be in effect, the Buyer must examine the cat within the 72 business hour window with a licensed and registered veterinarian. The Buyer must provide the official documentation of

the cat exam. A Written and dated letter or other reasonable documentation from the veterinarian will be required. Failure to follow these steps completely will cause the Buyer to waive any and all rights to a replacement cat. If the Buyer is not able to examine the cat with a professional licensed veterinarian, in the 72 hour window the cat health guarantee is nullified.

It is the Buyers responsibility to provide immediate veterinary care to this cat if the cat shows any signs of illness or distress. Failure to do so will render any guarantee null and void. By signing this contract, the Buyer agrees to give permission to the Breeder to request any documentation from the veterinarians. All Veterinary fees are the sole responsibility of the Buyer.

The cat is guaranteed against hereditary defects up to one year of the cat's age from its birthday. If a hereditary defect is to appear within this time frame, the Buyer must take the cat to a certified veterinarian and it must be documented. Upon proof to the Breeder with documentation for the cat, the Breeder will replace this cat one time ONLY with a comparable cat at equal quality and value at the Breeder's first opportunity. All shipping expenses from the date of sale are the responsibility of the Buyer.

If the cat is returned to the Breeder, the cat will be re-tested. Any and all vet bills are the sole responsibility of the Buyer. The Breeder is not responsible for any bills or charges incurred on this cat that is returned to Breeder.

This cat is not guaranteed against cosmetic faults. For example, but not limited to tail fault, locket or color Change and or appearance. A cosmetic fault does not mean that this cat is experiencing health issues.

We do not recommend the FIP, FeLV or FIV vaccines. If the buyer gives the kitten/cat those vaccines, the health guarantee will be null and void. Vengalicat Bengals cats are FIV and FeLV negative.

Should the Buyer not be able to keep this animal for any reason, the buyer should contact the breeder. Please note there will be no refund or replacement for the cat.

Should the cat die within one year of age as a result of a fatal congenital defect (unknown at time of sale), this cat will be replaced one time only if a complete necropsy is performed by a licensed pathologist and a certificate is provided showing proof of cause of death. A replacement cat of comparable quality and value, when available, will be given at the discretion of the Breeder. There are no monetary refunds. Buyer is responsible for shipping expenses.

Vengalicat Bengals reserve the right to change our mind regarding the sale of any of the cats at any time prior to the Buyer taking possession of the cats and keep a cat for its own breeding program that has a deposit and down payment on it. In these circumstances a replacement cat will be offered or a minority refund will be provided. If at any time during the purchase process Breeder feels that circumstances have changed and the prospective Buyer is not a fit for the cat, Breeder reserves the right to refuse the sale of any cat at any given time until cat has been placed in their new home. If sale is refused then any money paid on this cat will be refunded and this contract will be null and void.

Buyer agrees to never post or publish publicly on the internet, or through any other media, any negative information about this cat and/or about the Breeder or Breeders' possessions of VengaliCat. Buyer agrees to never authorize anyone else to do as said above. Buyer agrees to try and work out a solution in private, and or through other lawful means. Furthermore, if the Breeder sees anything on Buyer's website or other places on the internet that may have a negative effect on the Breeders reputation, then the Breeder will notify the Buyer to remove such content. Buyer must agree to remove it immediately from the date of notice. "Negative information" includes, but is not limited to: any health conditions the cat may have or has had, any disputes the Buyer has with the Breeder, or any other negative business or personal information about the Cattery or the Breeder. Buyer agrees that Breeder reserves the right to own the copyright of any and all information posted by Buyer about Breeder in any/all forms of media.

By signing this contract, the Buyer agrees to give due consideration to any reasonable request from Breeder to Buyers veterinarian to disclose reasonable veterinary information pertaining to this cat/kitten and any and all information on cats/kittens living with said cat/kitten.

This contract is legally binding to all parties involved. It applies only to the Buyer and the Breeder in this contract and is non-transferable to other parties. In the event of default, the Buyer will be legally liable for any and all attorney fees and or collection fees and all related costs necessary to resolve any matter. It is also agreed that any legal matters pertaining to this contract will be held in the State where the Breeder will be currently residing.

**PURCHASER'S SIGNATURE FORM :**

Buyers' signature below shows they have read and agreed to this full contract.

Buyers' Name (Print): \_\_\_\_\_

Buyers' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

This is a full contract, all the conditions are in writing and signed by the Buyer. No other agreements implied or verbal will apply once the Contract has been fully executed.

Breeders' Name (Print): \_\_\_\_\_

Breeders' Signature: \_\_\_\_\_ Date: \_\_\_\_\_