



Melody & Joshua Boyd

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BENGAL KITTEN CONTRACT OF SALE

This Agreement ("Agreement") is entered into between Joshua and Melody Boyd dba Boyds Bengals ("Seller") and _____ ("Purchaser").

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

DESCRIPTION OF KITTEN

Breed: **BENGAL** Color: Sex:
Birthdate:
Sire: Dam:

Purchaser has paid a non-refundable deposit of **\$350.00** to hold Kitten for the Purchaser. The deposit shall be applied towards the Purchase Price, which is due and payable on or before _____, or when the Kitten is collected, whichever is earlier. In the event the Seller is unable to sell Kitten to the Purchaser, for reasons including, but not limited to, the Kitten's mortality, Seller have the option of refunding the deposit or replacing the Kitten with a kitten of similar quality (Seller's choice). Seller shall have 12 months to provide a replacement kitten to the Purchaser.

Purchase Price includes the cost of shipping the Kitten by air (\$350.00). Seller warrants that Kitten is healthy and in good condition at the time he is shipped to Purchaser, as evidenced by the veterinarian's health certificate, which shall accompany Kitten. Seller is not responsible for any injury or damage to the Kitten after Kitten is left with the airline.

TERMS AND CONDITIONS

Purchaser acknowledges that it has been provided with a copy of BoydBengals Kitten Care Sheet and that Purchaser has read and understood the contents of the Care Sheet. Purchaser further agrees that Purchaser will follow all the important guidelines and suggestions outlined in the Care Sheet, since Purchaser's failure to do so may lead to adjustment issues with Purchaser's Kitten. Purchaser further agrees that it will review the care sheet prior to contacting Seller with behavior issues, since this issue may be covered by the Care Sheet.

- (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 **only** as a pet. Purchaser shall spay or neuter Kitten between 3 months and 10 months of age. Kitten shall not be shown at a cat show without the prior written consent of the Seller. Purchaser further warrants and agrees that Kitten shall **not** be used for breeding purposes. In the event Kitten is found used for breeding, Seller shall be entitled to receive an additional payment of \$5,000.00 (representing agreed upon damages sustained by Seller as a result of Purchaser's breach of this clause), within 7 days of written demand being made upon the Purchaser.
- (3) Kitten shall not be sold, leased, given away, abandoned to a shelter, pound, pet shop, research laboratory, humane organization, or any similar facility. If Purchaser is unable to care for the Kitten, Purchaser shall

receipt.

This health guarantee does not cover coccidia outbreaks. When a kitten goes into its new home, this can sometimes result in diarrhea/loose stools a few days after arrival. This is typically caused by the parasite coccidia. This is not a congenital problem and is not covered by our health guarantee. If your Kitten has loose stools, we recommend that your vet prescribe **Albon** for the Kitten. Please follow your vet's guidelines for dosage.

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 (Seller's choice), as soon as a replacement is available. All veterinary expenses and return shipping-related expenses are the responsibility of the Purchaser. **Seller's health guarantee shall be null and void if Kitten is exposed to other animals within the first fourteen (14) days of Purchaser receiving the Kitten OR if Kitten is not examined by Purchaser's veterinarian within three (3) business days.**

Kitten is guaranteed against congenital defects for a period of twelve (12) months after the date of birth. If the Kitten is found to have a congenital defect within these twelve (12) months, Seller shall refund the Purchase Price in full or replace Kitten with another of like kind and quality (Seller's choice), as soon as one is available. Purchaser must provide the veterinarian or specialist's written report, confirming, in writing, that in their opinion, the Kitten has a congenital defect. Further, should Kitten die during this period as a direct result of a congenital defect (said congenital defect must be confirmed by two independent veterinarians, in writing), Seller shall refund the Purchase Price to Purchaser or replace Kitten with another of like kind and quality (Seller's choice), only if an appropriate necropsy is performed by a licensed veterinarian and a veterinarian's certificate showing the congenital defect being the direct result of the cause of death is produced. All veterinary expenses and return shipping-related expenses are the responsibility of the Purchaser.

Multi-cat households: Seller's guarantee only covers the health of the Kitten. If Purchaser has a multi-cat / multi-pet household, and your other pets come down with health issues after Kitten is introduced, Seller, is not responsible for any veterinary expenses for your other feline(s) and pets, as we are not responsible for their health. Similarly, 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. 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 them to Kitten. It is Purchaser's responsibility to quarantine Kitten for at least fourteen (14) days of receiving the Kitten, if Kitten is going to a multi-pet household. Unless otherwise agreed to by the Seller, in writing, this provision of isolating the Kitten for at least 14 days is a strict requirement and Purchaser will void all health guarantees under this contract if the Kitten is not isolated for at least 14 days.

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.

Seller recommends AGAINST the use of Ketamine as anesthesia. There have been reports of bengals dying with the use of Ketamine as anesthesia. Isoflourine has proved to be a much safer anesthesia for bengals. Please discuss this with your vet.

RETURN POLICY

If Kitten needs to be returned for reasons other than kitten health-related problems (including, but not limited to, pet conflicts, human allergies), a 50% refund of the Purchase Price (excluding shipping costs, which are also the sole responsibility of the Purchaser) shall be returned to Purchaser, and only after Kitten is determined to be in good health. **Kitten may not be returned after the 3-day health guarantee period or if Kitten has been exposed to another kitten, cat or other animal, if Kitten is allowed outside or if Kitten was not housed in a clean and safe**

environment.

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 at Seller's premises, to avoid confusing the Kitten.

GOVERNING LAW

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

Melody Boyd

Joshua Boyd/Melody Boyd

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