

## Contract for Sale and Care of Bengal Kitten

Seller:

Nicholas Justice and Rebecca Berdeaux

Windansea Bengals

6755 Draper Ave.

La Jolla, CA 92037

windanseabengals@gmail.com 858-752-4032, 858-220-3577 www.windanseabengals.com

Buyer:

[Name]

[Address]

[email, phone]

### Kitten description:

**Dam:**

**Sire:**

**DOB:**

**Sex:**

**Breeder's designation for kitten:**

**Description and color:**

**Date of veterinary exam:**

**Deposit due with contract:**

**Balance in full when kitten is picked up:**

**Sales price as Agreed:**

### Terms of Sale:

1. Buyer accepts the responsibility of caring for this kitten and providing properly for its welfare including following breeder's instructions on care, housing, diet, and health.
2. Buyer will not allow new kitten to play with any other animal for 1 week. This gives vaccinations a chance to build immunity within the kitten. This also gives the kitten a chance to bond with new humans before bonding with other pets.
3. Seller certifies that the kitten has been examined by a licensed veterinarian. Contact information is available upon request.
4. **Buyer has three days from date of receipt of kitten to have the kitten examined by a veterinarian of choice at buyer's expense.** If the veterinarian finds a health problem, the seller will obtain a second opinion from a veterinarian of the seller's choice at seller's expense. Should an irreconcilable health problem be found, buyer may return the kitten to the seller within one week for a full refund or replacement kitten of comparable value if available provided that the kitten has not been in contact with other animals.
5. Buyer agrees to always provide kitten with prompt medical care by a registered veterinarian and never be allowed to harbor parasites. Buyer agrees to provide the kitten with the necessary FVRCP vaccination (killed vaccine) at 12 and 16 weeks and 1 year of age. Seller has provided up to date vaccinations (at least 8-week) and records thereof through the age of pick-up. After the first year, FVRCP boosters are required at three-year intervals.
6. Buyer agrees to have the animal surgically sterilized (neutered or spayed) within one year of birth unless the kitten is sold as a breeder. Seller will release the registration papers when proof of the surgery is provided in writing by the buyer (veterinarian receipt). **All surgeries are to be performed under gas anesthesia only. Bengal cats are sensitive to injected anesthesia and can have adverse reactions to ketamine.** In at least one case, a Bengal cat injected with ketamine had to be euthanized. **Should the**

**buyer purchase a kitten as a pet and later decide not to sterilize the animal, the buyer owes the seller and additional \$2500.** Seller reserves the right to collect this fee when the kitten is one year old if sterilization has not been performed.

7. **The seller reserves the right of first refusal to reclaim this kitten from the buyer, if the buyer, for any reason, cannot keep this kitten any longer.** Seller has the option to find a new permanent home for the kitten / cat.
8. Buyer agrees to provide exercise for this kitten, provide toys, and not cage it for prolonged periods of time. If possible, a companion cat or dog in the home would be an excellent source of companionship and exercise.
9. The buyer agrees to maintain the cat indoors and provide necessary grooming and nail trimming. **The buyer further agrees not to declaw the animal under any circumstances.** Proper nail grooming, attention and availability of toys are sufficient means to prevent undesirable scratching. Outdoor excursions are to be supervised by the buyer for the health and safety of the animal. Seller has provided instruction to the buyer on how to clip the kitten's claws.
10. **Buyer agrees not to allow this kitten outdoors unless leashed and accompanied by a responsible person.** Bengals are leash and harness trainable.
11. This kitten (or any of it's offspring, if sold for breeding) will not be sold, leased or given to pet shop, shelter, or similar facility.
12. If sold for breeding, all offspring pet kittens will be sterilized. Buyer must ask approval from seller before placing any kittens in a breeding program. This kitten/cat may not be resold, bartered or given away without first being spayed or neutered, unless returned to original seller.
13. Buyer will contact seller at least monthly for 6 months after purchase, to insure you and pet are happy together.
14. Buyer agrees if any of the above terms are disregarded, seller may reclaim this kitten with no refund. The buyer agrees to pay all court costs if this contract is litigated. Litigation will be in or near La Jolla, CA.
15. The breeder guarantees that this kitten is presently free of disease, and that this kitten will be accepted for a full refund of purchase price if returned within 7 days with a veterinarian's certificate that this kitten has a health problem, provided the kitten has been **housed separate from other pets** and in a clean and safe environment.
16. The breeder warrants that this kitten is genetically sound, and will replace this kitten with another of comparable value when available at no additional cost, except for shipping, if this kitten dies within one year of a genetic defect. Said defect must be evidenced in writing in a veterinarian autopsy report presented to the seller. If no replacement kitten is available in a reasonable period of time (6 months), seller will provide buyer with a full refund of the purchase price.

The undersigned have read and agreed to the terms of this contract.

**Buyer's Signature, Date** \_\_\_\_\_

**Seller's Signature, Date** \_\_\_\_\_

other agreed upon conditions of sale, if any: