

ENCHANTED KIT'S KITTEN/CAT PET CONTRACT

This agreement governs the sale of the following Bengal kitten/cat

Name: _____ DOB: _____, 20__

Sex: _____ Color: _____

Sire: _____ Dam: _____

This cat/kitten is being sold to:

Buyer's Name: _____

Address: _____ City, State, Zip: _____

Phone#: _____ Cell#: _____

Email: _____

Conditions of this sale are as follows:

The kitten/cat described above is being sold as pet quality, for the sum of _____, and the following consideration, a non-refundable partial payment of _____ with balance of _____ due in cash before delivery/pickup.

1. The purpose of the partial payment is to insure the Buyer's intent to purchase the above-described kitten/cat. This partial payment is NOT refundable should the Buyer, for any reason, change his/her mind about purchasing the kitten/cat.
2. A breach of contract, either verbal, written, or through neglect or avoidance to communicate, on the Buyer's part, can jeopardize the chance of finding the above said kitten/cat a new home as quickly as possible. For this reason, partial payments are non refundable in order to insure the Buyer's commitment to purchase the above kitten/cat, and in order to insure, the Buyer pays the balance due as indicated above, within the first twelve weeks of the kitten's life, unless otherwise written and agreed upon by both parties. Kittens are typically ready to go at twelve weeks of age. Should the buyer request that the kitten be held for a period beyond seven (7) days after this time, a boarding fee of \$5.00 per day will be accrued, unless otherwise written and agreed upon by both parties.
3. Buyer accepts and assumes all responsibility and liability of said kitten/cat at the time of purchase. This includes, but is not limited to caring for the kitten/cat, and will provide properly for its welfare. Buyer agrees to keep the kitten/cat indoors in a clean and pleasant environment, uncaged and with proper nutrition, health care, and companionship. Buyer agrees that if the kitten/cat is found to be neglected or mistreated, Seller shall have the unconditional right to reclaim the kitten/cat WITHOUT refund of purchase price. Buyer will be responsible for any veterinary bills directly incurred as a result of any neglect or mistreatment. Buyer agrees, if the kitten/cat becomes upset and scratches or bites anyone, the breeder is not to be held responsible in anyway. The buyer understands it is a natural instinct for a kitten/cat to scratch or bite when frightened or stressed with their

surroundings or from people/children playing harshly or grabbing at them. Play should be gentle. Nails should be trimmed on a weekly basis.

4. Buyer understands that if the kitten/cat is declawed, it will render the guarantee **null and void**. Buyer understands that declawing is a mutilation involving the amputation of a large portion of the kitten/cat's toes and which is likely to alter the kitten/cat's temperament and health. Buyer agrees that Seller cannot insure the temperament or health of any kitten/cat, which has been declawed. Buyer agrees that this kitten/cat was sold with the understanding that it would not be declawed.
5. Buyer agrees that under NO circumstances will the kitten/cat EVER be sold, leased, or given to any pet shop, animal shelter, fur farm, research laboratory, or similar facility. Furthermore, it is agreed that transfer of possession, or care of the kitten/cat to another party may only be done with express written permission of Seller. Should buyer not be able to keep this animal for any reason, including the incapacitation or death of the buyer, it is to be returned to breeder/seller for placement without refund of any kind, unless the above written permission to transfer ownership is obtained. If such permission is given, new owner must sign a new contract, identical or similar to this one, with breeder/seller. Buyer agrees to tell family members about this clause.
6. **HEALTH GUARANTEE:** This kitten/cat is guaranteed of sound health upon delivery or arrival, and for a period of 72 hours thereafter if vetted within that time. Failure to have animal checked by a licensed veterinarian within 72 hours will void any guarantee. It is recommended that the new kitten/cat be quarantined during that 72-hour period. If found to be medically deficient with an untreatable or life-threatening problem, this must be reported to the Seller immediately. Upon its return, it will be replaced with another kitten/cat of equal value. The Seller reserves the right that there will never be a cash refund, only replacement. If no replacement is available at the time of return, Seller will have up to one year to furnish a comparable kitten/cat. The kitten/cat cannot be returned for compensation after the guaranteed period has expired and/or it has been exposed to another cat. Seller will not honor any health guarantee if the kitten/cat dies of a virus from contact with another animal not bred at this Cattery. The buyer agrees to provide immediate veterinary care to this kitten/cat if it shows signs of distress, illness, or injury. Failure to do so will render the guarantee null and void. Under no circumstances is the kitten/cat to be destroyed prior to notification by the Buyer to the Seller. If the kitten/cat dies within the guarantee period, despite medical treatment, compensation will be made ONLY if a licensed veterinarian certifies the cause of death. It is the Seller's right to ask for the kitten/cat to be returned for identification before providing a replacement or any compensation. Seller will not be responsible for any veterinary bills of this kitten/cat after leaving Seller's residence. **It is further agreed by both Buyer and Seller that this guarantee of health is void if the buyer has the kitten vaccinated for FeLV or FIP.**
7. This kitten/cat is guaranteed against congenital defects for one year. Should the animal die within that time as a direct result of a congenital defect, the cat will be replaced ONLY if a licensed veterinarian performs an appropriate necropsy and a veterinarian's certificate is provided as proof of cause of death. A replacement will be made of a cat of comparable quality and value, as available, at Seller's discretion. NO CASH REFUNDS.

8. Seller has the unconditional right to reclaim kitten/cat, including all paperwork, without refund of purchase price for any breach of contract. Breach of contract penalty is \$2,000.00 per item.
9. It is mutually understood that failure to comply with any provision of this agreement may detrimentally affect the reputation and business of Enchanted Kits. Seller retains a security interest in this kitten/cat for purposes of enforcement of this agreement, and may enforce that interest without judicial intervention. Both Seller and Buyer agree that the kitten/cat described herein is unique in character.
10. Any legal action, which may arise under the terms of this contract, will venue in McNairy County, Tennessee. Buyer shall be liable for any and all court costs and related charges, including attorney's fees associated with Seller enforcing the terms of this contract. This agreement is the entire agreement between the parties.

In signing this document, Buyer acknowledges that he/she has read, fully understands, and agrees to all of the terms and conditions of the above sale.

IN WITNESS WHEREOF, signed this agreement on _____, 20__.

Signature of Buyer: _____