
 *Simias Bengals* 

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**CAT/KITTEN PURCHASE CONTRACT**



**Kitten ID:**

**Sire:**

**Dam:**

**Birth Date:**

**Litter Reg#:** SBT

**Sex:**

**Color:**

**Terms:** balance of \$\_\_\_\_\_ (cash or bank check, no personal check) due upon pick up

**A. Purchaser Agrees to the Following**

1. Purchaser agrees that this cat/kitten has been purchased as a family pet.
2. He/she will never be sold, leased, given away, put in an animal shelter, humane society, or sold to any pet shop, research laboratory or similar facility.
3. Purchaser agrees that this cat/kitten shall be kept indoors only. This is in the best interest of the cat/kitten's health and safety.
4. Purchaser agrees to care for this cat/kitten by providing proper love, attention, nutrition, routine veterinary care including vaccinations and immediate veterinary care for cat/kitten showing any sign of illness or distress.
5. If Purchaser chooses to vaccinate for FIP or FeLV the health guarantee will be null and void. We do not believe the safety and efficacy of these vaccines has been proven. In

fact these vaccines have been shown to pose potential long term health risks, specifically vaccine-associated sarcomas.

6. Purchaser agrees to quarantine the cat/kitten for 2 to 4 weeks from all other household pets. If cat/kitten is exposed to other pets or allowed outside the health guarantee will be null and void.
7. Purchaser agrees to bring this cat/kitten to Purchaser's licensed veterinarian within 72 hours of departure from Breeder's home, to insure the health guarantee.
8. Purchaser agrees to forward an original copy of the receipt from the initial veterinary exam for this kitten to the Breeder in the attached self-addressed envelope. The receipt must include the veterinarian's name, address, phone number, Purchaser's name, address, date of service, cat/kitten's name and description (i.e.: breed, color, markings, sex), to insure health guarantee.
9. Purchaser agrees that this cat/kitten will be neutered/spayed before 6 months of age and agrees and guarantees that this cat/kitten WILL NOT be used as stud or for breeding.
10. Purchaser must provide Breeder with an original Neuter/Spay Certificate (naming and describing this cat/kitten) within 2 weeks of neuter/spay procedure in order to receive registration papers. Once the Breeder receives an original Neuter/Spay Certificate, the Breeder will forward the kitten's pedigree and registration papers marked "Not for Breeding" to the Purchaser.
11. Purchaser agrees to be patient with this cat/kitten as it acclimates to the Purchaser's home and not expect too much, too quickly. Breeder can make no guarantees regarding how long it will take this cat/kitten to adjust to the new environment.
12. Purchaser understands it is Purchaser's responsibility to be aware of any family members or visitors who may have a medical condition which could/would be aggravated by the presence of this cat/kitten. The Breeder will not be held responsible if, for any reason, this cat/kitten causes upset in the Purchaser's household. Breeder will assist Purchaser with placement or Purchaser may return the cat/kitten, but there will be **NO REFUND**.
13. There are no cash refunds and deposits are non-refundable.

## **B. Assurances to Purchaser**

1. This cat/kitten has been given a thorough exam by a licensed veterinarian and been found to be of sound health. This cat/kitten leaves here today with no signs of illness.
2. This cat/kitten has been given at least its first 3-way vaccination and any other vaccinations noted in the medical record provided with this cat/kitten. \*Please note further vaccinations are required to insure your pet's continued good health.\* This cat/kitten has also been treated for internal parasites, prophylactically, at least 2 doses of Strongid 2 weeks apart, as noted in accompanying medical records.
3. A Health Certificate from a licensed veterinarian will be provided with the kitten.
4. Breeder's Bengals are registered and pedigrees are available.
5. Breeder will be available to Purchaser for any questions regarding this cat/kitten.

## **C. Life Guarantees & Circumstances Beyond Our Control**

1. Cat/kitten is guaranteed to be of sound health the time of departure from the Breeder's home.
2. This cat/kitten's health is guaranteed for a period of 3 days from time of purchase (departure from Breeder's home) if checked by a licensed veterinarian within said 3 days.

The new cat/kitten must be quarantined from other pets during this time and adhere to quarantine requirements in section A6.

- (a) If a licensed veterinarian discovers the kitten is not in good health, the Purchaser must contact the Breeder immediately and provide the Breeder with a signed veterinary report describing the health status of the cat/kitten.
  - (b) If the cat/kitten is found to be medically deficient by a licensed veterinarian with an untreatable or life threatening problem, it must be reported to the Breeder immediately. Breeder reserves the right to have the case reviewed by Breeder's veterinarian. At Breeder's discretion, upon the return of the cat/kitten and all medical documentation including but not limited to x-rays, medical records and written veterinary certification of medical condition, a replacement cat/kitten of equal value or a refund of the purchase price will be made. If no replacement is available at that time, Breeder will have 6 months to furnish a replacement. The cat/kitten cannot be returned after the guarantee period (aforementioned 3 days) has expired and/or if the cat/kitten has been exposed to another animal or been allowed to go outdoors.
3. Breeder cannot guarantee that a kitten does not have a corona titer. Breeder guarantees Simias Bengals cats have been tested and proven to be virus free. Breeder further guarantees to follow the best possible practices known, test the adults, and follow guidelines for making sure that exposure risk is minimal. There is no good test for FeCoV nor is there a proven vaccine for FeCoV or FIP. Breeder promises to do all Breeder can to make Simias Bengals kittens' environment the safest possible and will replace any kitten that succumbs to FIP within the first year, which is the year of risk. There will be no refunds.
  4. In the case of fatal congenital defects within the first year, the cat/kitten will be replaced or purchase price refunded at Breeder's discretion. It is the responsibility of the Purchaser to provide immediate veterinary care for the cat/kitten showing signs of illness or distress, and failure to do so will render any guarantee null and void. Under no circumstances is a cat/kitten to be destroyed prior to notification by the Purchaser to the Breeder. If a cat/kitten dies within the first year, despite medical treatment, compensation will be made only if a licensed veterinarian certifies the cause of death to be a fatal congenital defect. This claim would require submission of veterinary records, including but not limited to complete medical records, necropsy, necropsy report, x-rays, written certification of cause of death and return of registration papers. Claims are subject to verification by Breeder's veterinarian.
  5. Purchaser must be sure to keep the cat/kitten from contact with any other cats/kittens that have not been tested and found negative for FeLV, FeCoV, FIP or other infectious diseases.
  6. Failure to comply will void guarantee.
  7. Under no circumstances shall the Breeder's liability exceed replacement of the cat/kitten or refund of the purchase price.

Breeder reserves the right to use any photos of the purchased cat/kitten in any and all advertising, including, but not limited to, internet website advertising in the promotion of Simias Bengals. Purchaser agrees to allow the Breeder the right to use his/her cat/kitten's photograph or name in future or existing advertising without remuneration.

A facsimile or e-mailed copy of this signed agreement shall be enforceable as an original if the original contract is lost, destroyed or otherwise unavailable.

The Breeder assumes no responsibility for medical expenses for any reason. It is further understood and agreed to that no warranty or representation has been made with respect to sold cat/kitten except as set forth in this agreement.

This contract is legally binding to all signing parties. It applies only to the Purchaser and the Breeder in this transaction and is non-transferable to other parties.

Both the Purchaser and the Breeder must initial the bottom of each page of this agreement and any changes to this agreement.

Any legal fees incurred in upholding this contract will be paid by the Purchaser and venue is in the State of Massachusetts, Middlesex County.

This kitten is being fed **Merrick Limited Ingredient Diet Chicken flavor dry, Blue Buffalo Wilderness formula Chicken flavor dry** (available at most pet stores), **some boiled, chopped chicken, Natural Balance Green Pea and Chicken canned** (available at Petco and smaller pet shops) **and Authority Kitten Traditional Loaf Chicken & Liver Formula** (only available at Petsmart). If you want to give your kitten an occasional special treat, try baby food beef or chicken (Gerber or Beechnut).

\_\_\_\_\_  
Purchaser's Signature                      Date

\_\_\_\_\_  
Denise M. Eckhardt                      Date  
Breeder Owner Simias Bengals

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email