



BENGAL KITTEN CONTRACT OF SALE

This Agreement ("Agreement") is entered into between Joshua Boyd and Melody Boyd dba Boyds Bengals ("Seller") and _____ of _____ ("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: [Insert Field] Sex: [Insert Field]
Birthdate: [Insert Field]
Sire: [Insert Field] Dam: [Insert Field]

DEPOSIT

Purchaser has paid a non-refundable deposit of **\$300.00** 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,¹ 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.

TERMS AND CONDITIONS

- (1) Kitten shall be kept 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 9 months of age. Kitten shall not be shown without the prior written consent of the Seller.
- (3) Purchaser further warrants and agrees that Kitten shall not be used for breeding purposes. In the event Kitten is found to be used for breeding, Seller shall be entitled to receive an additional payment of \$2,000.00, within 7 days of written demand being made upon the Purchaser.
- (4) 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 notify the Seller immediately and return the Kitten to the Seller, if Purchaser is unable to find a suitable home for the Seller. Purchaser shall obtain Seller's consent prior to rehoming the Kitten.
- (5) Purchaser shall care for the Kitten with a proper diet, housing, health and general care, including maintaining up to date vaccines and proper parasite prevention. If Kitten is found to be neglected or mistreated, Purchaser shall surrender Kitten to Seller unconditionally. "Neglect" or "mistreatment" shall include, but not be limited to, leaving Kitten alone without human companionship for periods in excess of 72 hours, lack of proper sanitary facilities, lack of food or water, physical abuse. Any and all fees associated with the recovery of Kitten shall be paid by the Purchaser, including, but not limited to, any and all court costs and attorney's fees.
- (6) Seller makes no guarantees as to the Kitten's temperament. We pride ourselves on socializing our kittens, but we cannot predict how the Kitten will act after it leaves the familiar environment of our cattery and its littermates. It is Purchaser's responsibility to slowly transition Kitten to its new home. Purchaser acknowledges that some kittens may take longer than others to adjust to their new surroundings.

¹The mortality in kittens is high, even in well managed catteries like our own. The rate of stillbirths has a range of 4.7 - 22.1% in cats. The greatest incidence of mortality occurs within the first week of life and averages 27.3% in kittens. Overall mortality by weaning at 8-12 weeks of age averages 23.2%. *Common Disorders of the Small Animal Neonate* (http://www.tc.umn.edu/~rootk001/common_problems_peds.htm)

