



Kitten Contract

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SECTION 1: This is a contract between _____, hereafter known as Buyer, and Palm Tree Bengals, LLC, hereafter known as Seller. This contract is not transferable to any other party.

Purchase Info:

Name: _____ Breed: _____ Color: _____

Sex: _____ Eye color: _____ Birth Date: _____ Date of Sale: _____

Sire: _____ Queen: _____

Spay/neuter on (date): _____

Purchase amount: _____ Shipment charges: _____

Additional Expenses: _____ Down Payment: _____ Balance Due: _____

Release date: _____

_____ As of the Date of Sale, any down payments paid to Seller are no longer refundable. If for any reason Buyer is unable or unwilling to purchase the kitten, no refund or other compensation will be paid. However, if agreed upon by the seller, the deposit can be transferred to another kitten of buyer's choice including one from a future litter. Buyer has the right to decline the sale at any point for any reason, including if we feel the unfitness

of the home and/or family. If it's the Seller that refuses the sale after a deposit has been made, this deposit will be returned to the Buyer.

_____ Buyer agrees to purchase the above stated kittens. Any remaining balance will be due 10 days prior to the kitten leaving. Payment is accepted in Zelle, Cash, Money Order, or Cashier's Check. (Venmo, Paypal, and Credit cards are also accepted with an additional 3.5% transaction/convenience fee). Payment should be made payable to Palm Tree Bengals, LLC, and must be received at least ten (10) business days in advance unless paid with Cash or Money Order upon picking up the kitten in person from the breeder.

_____ Buyer agrees to collect the kitten no later than the release date stated above. After this date, full ownership of the kitten shall revert to Palm Tree Bengals, LLC, unless written arrangements are made for extended boarding of the kitten. No refund will be issued.

SECTION 2: **Health Guarantee**

Seller guarantees that this Bengal kitten/cat is purebred, and is eligible for registration in The International Cat Association. (<http://www.tica.org>)

- Buyer is responsible for completing and submitting the TICA registration papers, and for paying the TICA registration fee. TICA registration form will be provided at the time of transfer of the said kitten because the kitten is already spayed/neutered.

_____ The Kitten/cat may be returned for a full refund if it is found to be sick during the 7 day guarantee period. The 7 day guarantee period begins when the kitten leaves the care of Palm Tree Bengals, LLC, for shipping to or collection by Buyer. Illness must be diagnosed by a certified veterinarian and a written statement must be supplied to the Buyer including the date when the tests were performed. Buyer must also sign a medical release to allow Seller to obtain medical records of the kitten for the certified veterinarian.

- If return shipping is necessary, Buyer shall be responsible for arrangement and cost. The original shipping fees, if any, are not refundable.

- Failure to inform Seller within 24 hours of the veterinarian's finding illness or other cause for concern will waive any rights to compensation, including replacement. Appropriate phone and email for contact are found at the top of this contract.

- Seller shall not be responsible for paying any veterinarian fees or associated costs.

- Seller is not responsible for illness or injury to kitten/cat resulting from Buyer's mishandling, mistake, or accident. Furthermore, Seller is not responsible for damage or injury to other animals, persons, or property

caused directly or indirectly by this kitten/cat. The Seller guarantees that the Kitten/cat is in good health and free from life threatening transmittable illnesses, i.e. FeLV (feline viral leukemia) and FIV (feline viral immune deficit or feline AIDS) at the time when the animal is transferred to Buyer. The seller guarantees the kitten against life-threatening/serious congenital defects until two years of age. If a life-threatening, non-treatable congenital defect is found within the first 2 years of the animal's life then the Seller agrees to provide a suitable replacement kitten/cat of equal value within six (6) months of notification and/or confirmation of the congenital defect. However if the Seller isn't able to provide a replacement kitten/cat within the 6 (six) months, then the Seller will return the full purchase price of the kitten/cat and will be returned to the Buyer.

_____ Buyer must notify Seller immediately if a serious congenital defect is found, and confirmation by a certified veterinarian is required. Appropriate phone and email contact methods are found at the top of this contract.

- Suspected conditions and/or inconclusive tests shall not be considered as confirmation.
- Seller may require a second veterinary opinion, at Seller's expense.
- No refunds will be paid unless Seller is unable to provide a suitable replacement kitten/cat within six (6) months of notification.
- The statement from the licensed veterinarian indicating the diagnosis and the date when first diagnosed is received by the Seller.
- Necropsy report outlining the defect upon animal death is received by the Seller. The Seller has a right to review the above documents with the licensed veterinarian within 5 business days upon which the above documents are received by the Seller. Refunds will be issued and mailed to the Buyer within 5 business days following the day all conditions above are met and upon confirmation of illness by the Seller's licensed veterinarian. In case if multiple life-threatening non-treatable congenital defects are found and confirmed within 2 years of kitten life the Buyer agrees that the single purchase amount stated above in Section 1 of this contract will be returned by the Seller upon all clauses of this paragraph are satisfied. The Seller will not be held responsible for any expenses incurred by the Buyer unless such expenses are negotiated in advance and confirmed by written documentation signed by both the Seller and the Buyer.

_____ Some kittens may develop temporary abnormalities related to their rapid growth within the 1st year of their lives. One of these known abnormalities is a heart murmur that may occur at any time during a rapid growth phase. Should this condition be found within the 1st year of kitten life the Buyer agrees to perform veterinary examination when kitten is at least 12 months old and, if condition still exists, to provide the Seller with a written report from the Buyer's licensed veterinarian confirming diagnosis, grade and heart area affected. The Seller has a right to review the above documents with the licensed veterinarian within 5 business days upon which the above documents are received by the Seller and to contact the Buyer's licensed veterinarian for

confirmation. Should the condition be acknowledged by the Seller' licensed veterinarian as a life-threatening non-treatable congenital defect then a full refund of the purchase amount will be issued to the Buyer.

SECTION 3: **Buyer's Responsibilities**

_____ It is the Buyer's responsibility and the buyer must follow proper quarantine procedures when bringing a new kitten/cat into a home. Proper quarantine procedures include but are not limited to physical separation in a clean quiet area, disinfection of quarantine area, hand washing between handling different animals, and provision of separate food, water, and litter accommodations for the new kitten/cat for 14 Days.

- If kitten/cat is not quarantined from other animals for a period of at least 7 days, the refund guarantee described in Section 2 will be waived.

- Seller is not responsible for and shall not compensate Buyer for contagious diseases or viruses transmitted between animals.

_____ It is Buyer's responsibility and buyer must have the kitten/cat thoroughly examined by a licensed veterinarian within 7 days after the kitten/cat is received. Without this examination, all rights and guarantees to refund, replacement, or any other compensation are waived.

_____ If at any time a veterinarian determines that the kitten/cat is seriously ill, Buyer should contact the seller immediately. Furthermore, buyer(s) must contact Seller before the kitten/cat is destroyed for any reason.

SECTION 4: **Health and Wellbeing**

_____ Buyer is responsible for vaccinations or maintaining current vaccinations for this kitten/cat. Seller strongly recommends seeking the advice of a license board certified veterinary for the health and wellbeing of kittens.

- Seller strongly recommends the use of non-adjuvant vaccines whenever possible, and also the use of intranasal vaccines to reduce the risk of vaccine-related sarcoma.

- Feline Leukemia vaccination is left to the buyer's discretion. Seller recommends that Buyer discuss this issue with a veterinarian, and consider the disease risk in their individual situation.

- Seller recommends against administering FIV vaccination to Bengal cats. The FIV vaccine is controversial; its effectiveness remains unproven, and may actually cause FIV in some cases. Seller strongly recommends that buyers remain informed on further developments on vaccine technology.

- Seller recommends against administering the anesthetic Ketamine to Bengal cats. Isoflurane is preferred. Buyer should discuss this issue with their veterinarian in advance of surgery.

_____ Rabies vaccination is left to the buyer's discretion, and to the requirements of Buyer's state, country, and local regulations. It is Buyer's responsibility to comply with state, country and local regulations involving rabies vaccine. Seller recommends the use of non-adjuvant vaccines whenever possible.

_____ Buyer agrees that this kitten/cat will not be sold, leased, traded or gifted to any pet shop or other breeder or persons, animal auction, research laboratory or similar facility.

_____ Buyer agrees to never declaw the kitten/cat. If the cat is found to be declawed all health guarantees listed in this agreement will be voided. Trimming of the nails is encouraged and acceptable. This is to serve in the best interest of the kitten/cat.

_____ If for any reason, at any time, Buyer is unable to keep or provide adequate care for this kitten/cat; Seller must be contacted and shall agree to accept the kitten/cat's return, or to make arrangements for another home. Buyer may be responsible for transportation cost, unless other arrangements can be made at Seller's discretion.

- Once returned, the kitten/cat shall revert to Seller's sole ownership. Buyer is responsible for good faith and timely cooperation in completing, signing, and forwarding to Seller all paperwork necessary for re-registration of kitten/cat.

- If we are able to arrange a new suitable home for the kitten/cat and money is exchanged in securing the new family, only the amount that is exchanged by the new family will be refunded to Buyer, minus any expenses incurred in the care, keeping, and placement of the kitten into the new home. No refunds or compensation will be made until and/or if there is money exchanged by the new family.

_____ If at any time a kitten/cat is found to be malnourished, abused, neglected or kept in poor conditions the buyer shall unconditionally surrender possession of kitten/cat to Seller, or Seller's authorized agent.

- No refund or other compensation will be made.

- Seller may at any time exercise the right to have the kitten/cat examined by a veterinarian of Seller's choosing at Seller's cost.

_____ Buyer agrees that the kitten/cat will be kept indoors (not allowed to roam freely outside) in a clean environment, given proper nutrition, health care and affection.

_____ Due to many factors involved in rearing and caring for this kitten/cat that are beyond Seller's control, there are no guarantees for the kitten/cat's personality or temperament.

SECTION 5: (Includes contact Information)

By signing, Buyer acknowledges that he/she has read, understands, agrees to and has received a copy of this contract. This contract is legally binding to the Parties. Neither Party shall have the right to modify this contract except by mutual agreement, in writing. Changes and additions must be initial and dated by both Parties. This contract applies to the Parties listed below.

If Buyer is seeking refund or an exchange for any health reason listed above, Buyer agrees to sign a medical release to allow Seller to upon the full medical records of the kitten for review for a second opinion.

By signing, Buyer has agreed to check all applicable laws and restrictions in owning the above mentioned kitten/cat. If any permits or restrictions are required it is up to the Buyer to obtain the appropriate documentation. Seller is not responsible or liable for any violations or restrictions for the kitten/cat. This Agreement shall be final and binding upon Buyer and Seller and shall be governed by the laws of the State of Florida. In the event of a dispute, the prevailing party shall be entitled to his/her attorney's fees.

IN WITNESS WHEREOF, the Parties have executed and delivered this Contract:

Buyer Name: _____

Date: _____

Buyer Signature: _____

Co-Buyer (If Applicable) Name: _____

Date: _____

Co-Buyer Signature (If Applicable): _____

Full Address (Must include City, State, and Zip):

Phone Number(s): _____

Email Address(s): _____

Seller: Lindsey Morton Signature: _____ Date: _____