

# **Bengal Spirit**

## **Purchase of Sale Agreement**



This Contract between Bengal Spirit and Purchaser, \_\_\_\_\_ is effective as of date below. This is a binding contract upon all parties thereto and pursuant to all the following terms.

1. Purchaser MUST contact Seller if they can no longer keep cat/kitten. If this cat/kitten is found neglected or mistreated, Purchaser will surrender cat/kitten to Seller.
2. This cat/kitten will never be sold, transferred, leased, or given away, or sold to any pet shop, research laboratory or similar facility.
3. Purchaser agrees to isolate this cat from other pets for a period of fourteen days from receiving date.
4. Under NO circumstances is this cat/kitten to be destroyed prior to approval by Seller. Failure to do so will render any health guarantee null and void.
5. This cat/kitten should never be de-clawed or de-meowed. Do not use Ketamine.
6. If this contract is breached in any way the health guarantee is null and void and Purchaser is to surrender the cat/kitten back to the Seller without refund and at the Purchaser's expense with signed Transfer of Ownership.
7. This contract is legally binding to all parties involved. It applies only to the Purchaser and the Seller in this transaction and is non-transferable to other parties. In the event of default, the Purchaser will be legally liable for any and all attorney fees and or collection fees and all related costs necessary to resolve this matter. It is also agreed that any legal matters pertaining to this contract will be held in the State of Indiana, Johnson County.
8. Disputes will be settled between Seller and Purchaser privately and will not be published by buyer, seller or their associates or surrogates on social media, a public forum or on any internet sites. Damages for violation of this clause will be \$5000.
10. Purchaser agrees all deposits are non-refundable. Should said cat/kitten become unfit for sale, the deposit will be applied towards a cat/kitten of equal value as one becomes available.
11. Cat/kitten will be spayed or neutered and Micro chipped by Bengal Spirit.
12. It is the purchaser's sole responsibility to comply with all municipal, state, and national laws in respect to this Bengal cat/kitten.
13. It is the Purchaser's sole responsibility to comply with all international shipping and receiving country's export and import laws, licenses, permits, vaccination and testing requirements, and CITES requirements if traveling with this cat/kitten for international import/export of any progeny of this cat/kitten. The Seller cannot and will not be responsible for any refusal by any authority to allow international import/export of any progeny of this cat/kitten.

**HEALTH GUARANTEE:**

Health is guaranteed for a period of 72 hours from the time the kitten leaves the possession of the seller. To validate this guarantee, you must take the cat/kitten to your veterinarian (at Buyers expense) within said time. If the cat/kitten is found after such examination to have any type of life threatening problem it may be returned and a replacement kitten offered as available. If the cat/kitten is returned to the breeder, the cat/kitten must be tested for FIP, FIV, and FeLV at Buyers expense. Once the cat/kitten leaves the possession of the breeder, (Bengal Spirit) cannot be held responsible for any veterinary bills or charges incurred on said cat/kitten. Should the cat/kitten die within two years of age as a result of a congenital defect (unknown at time of sale), said cat/kitten will be replaced if an appropriate necropsy is performed by a licensed pathologist and a pathologist certificate is provided showing proof of cause of death. A replacement kitten of comparable quality and value will be made at the discretion of the breeder/seller.

This is a full contract, all the conditions are in writing and signed by the purchaser. No other agreements implied or verbal will apply. All sales are final. No returns, refunds, or exchanges EXCEPT what is outlined by the terms of this agreement. Buyers' signature below shows they have read and agree to this contract.

Breed: Bengal

Color: \_\_\_\_\_ Sex: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Name (If Applicable): \_\_\_\_\_

Litter Registration # \_\_\_\_\_ MicroChip # \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

Purchase price: \$ \_\_\_\_\_ Shipping/Transportation: \$ \_\_\_\_\_ (Paid before travel)

Deposit: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ Method: \_\_\_\_\_

Balance: \$ \_\_\_\_\_ Method: \_\_\_\_\_

Shipping & Transport options: Fees must be settled before travel is assigned.

- Travel in the belly of a plane to include carrier & travel certificate signed by veterinarian.
- Travel to you by plane with kittens in cabin to include a human courier
- Travel to you by car to include all expenses.
- Preferred method is personal pick up

Balance must be paid via Cash, Paypal (Friends & Family), Cash App or Venmo when kitten is picked up. Please include username for invoicing form of payment.

Purchaser: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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