



MapleBengals Cattery  
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TICArename: MapleBengals  
TICArename: #42411

## BENGAL KITTEN BREEDING CONTRACT OF SALE

This Agreement (“Pet Agreement”) is entered into between MapleBengals Cattery (“Seller”) and \_\_\_\_\_ (“Purchaser”).

IN CONSIDERATION of the sum of CAD\$\_\_\_\_\_ (“Purchase Price”).

Seller grants, conveys, and transfers the following kitten (“Bengal Kitten”) to Purchaser.

### **1. DESCRIPTION OF CAT:**

The Breeder accepts to sell, and the Purchaser accepts to purchase the cat that corresponds to the following description("cat"):

Breed:	Bengal
Sex:	
Colour and pattern:	
Date of Birth:	
Mother:	
Father:	
Microchip:	
Price:	
Deposit:	
Balance payable:	
Sterilized:	No

**Seller guarantees that the kitten/cat is purebred and eligible for registration in the International Cat Association (TICA)**

By initializing the below terms, Purchaser agrees to abide by them. If Purchaser breaches ANY of the below terms of this contract all guarantees of this contract will be null and void.

**All sales are final. No returns, refunds, or exchanges** except what is outlined by the terms of this agreement.

## **2. CLAUSES FOR THE ADOPTION:**

- 1) \_\_\_\_\_ 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. Purchaser shall use all reasonable effort to rehome the Kitten and Purchaser shall provide details (in writing) of Kitten's new owner to the Seller. **If for any reason at any time you do not want this cat/kitten, you will return this cat/kitten back to me free of charge.**
- 2) \_\_\_\_\_ Kitten shall be kept **strictly** indoors. Purchaser shall not allow the kitten to roam outside, unless the cat is leashed and accompanied by a responsible adult.
- 3) \_\_\_\_\_ This kitten is sold as a breeding cat. Buyer is responsible for completing and submitting the TICA breeding registration papers for paying the TICA registration fee.
- 4) \_\_\_\_\_ 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. Purchaser must notify Seller immediately if the kitten is not transitioning well into its new home (e.g. not using the litter box, has diarrhea) so that Seller is made aware of any issues. If Purchaser has any health or behavior concerns about the Kitten, Purchaser must notify Seller of its concerns immediately. We cannot help you with these concerns if we are not aware of them. If more than 2 weeks have passed before Purchaser notifies Seller of these issues, Seller disclaims any liability of responsibility for these issues.
- 5) \_\_\_\_\_ Seller warrants that Kitten was fully litterbox trained when Kitten left Seller's premises. However, the new surroundings may confuse the Kitten and may result in improper elimination. Purchaser needs to ensure that Kitten knows where its new litter box is located, and Seller recommends that Purchaser use the same type of litter box and litter used at Seller's premises, to avoid confusing the Kitten.
- 6) \_\_\_\_\_ Purchaser agrees that it will feed Kitten the same food that Kitten was eating at the Seller's premises, and any changes to the Kitten's diet will be done gradually. Any sudden changes to the Kitten's diet may result in diarrhea.
- 7) \_\_\_\_\_ Purchaser shall take Kitten to Purchaser's veterinarian at least once every 12 months for annual physical examinations. Purchaser needs to ensure that a full physical examination (including, but not limited to, an eye exam, ear exam, auscultation) is undertaken. Purchaser

shall make all reasonable efforts to keep in contact with the Seller, and keep Seller updated on Kitten's health.

- 8) \_\_\_\_\_ If clauses 2 or 3 in this contract is breached in any way, the Purchaser will owe the seller a fee of \$3,000.00CAD for breach of contract to the Seller, MapleBengals Cattery over and above the original price each and every time the contract is breached. Once the contract is breached, Purchaser is to surrender the cat/kitten back to the Seller without refund and at the Purchaser's expense with signed Transfer of Ownership. Purchaser agrees that if any legal action needs to be taken that all legal fees will be Purchaser's responsibility for both parties, and it will be held in the province of Ontario, Canada. Disputes will be settled between Seller and Purchaser privately and will not be aired in a public forum including Yahoo Group lists and Facebook or any other media.
- 9) \_\_\_\_\_ Both parties agree that any disputes / issues related to the Kitten and to this contractual relationship are a private matter between the Seller and the Purchaser. Any issues and disputes must be resolved privately. Issues (including, but not limited to the Kitten's health issues, behavior issues, contractual issues) shall not be aired in a public and/or online forum including, but not limited to, any Yahoo Groups and Facebook under any circumstances, unless the prior written consent of the other party has been obtained. Any violation of this clause shall result in agreed upon damages of \$10,000.00CAD payable by the party publicizing the alleged dispute / issue.

### **3. HEALTH GUARANTEE:**

- 1) \_\_\_\_\_ **Seller warrants that Kitten is sold in good health at the time Kitten leaves Seller's premises.** Seller further warrants that Kitten has undergone a physical examination by Seller's veterinarian prior to Kitten leaving Seller (including, but not limited to, an eye exam, ear exam, auscultation), and that Seller was not aware of any health issues (including, but not limited to, upper respiratory infections, diarrhea) at the time Kitten leaves Seller's premises.
- 2) \_\_\_\_\_ No veterinary or other expense shall be reimbursed by the Seller to the Purchaser under any circumstances.
- 3) \_\_\_\_\_ Cats come from disease-free parents, are dewormed, and twice vaccinated against Rhinotracheitis, Calicivirus, Chlamydia and Panleukopenia. If cats need to be shipped, then cats are triple vaccinated with a Rabies vaccination (Rabies only applied on international shipping if required by destination area bylaw). The buyer may require additional vaccinations, these costs are the responsibility of the buyer. The vaccination certificate is given to the buyer and contains an indication of the type and dates of the revaccinations.

- 4) \_\_\_\_\_ **A 7-day viral warranty is offered, the breeder guarantees that the kitten does not have feline AIDS, feline leukemia or any other viral diseases provided that the buyer respects a quarantine at the taking of the so-called kitten for a minimum of 14 days.** It is recommended that the cat not be in the company of other animals for 14 days to allow time to adapt to its new environment, to ensure that it has no infectious disease, and not to risk exposing it to an infectious disease of which other animals would be carrying. If the cat is put in the presence of other animals during the so-called quarantine the viral warranty will be immediately cancelled. Change in environment and family is a stressful event for the cat and its immune system is more fragile during the adjustment period.
- 5) \_\_\_\_\_ **It is recommended to have the cat/kitten examined by a licensed veterinarian within 72 hrs of arrival. Purchaser shall provide Seller with proof of the examination upon Seller's request.** Any questionable findings by the veterinarian shall immediately be reported, in writing, to the Seller if the cat/kitten is found to be medically deficient with an untreatable or life-threatening problem, it must be reported to the seller immediately. Upon its return, it will be replaced with another cat/kitten of equal value or half the amount (Seller's choice), as soon as a replacement is available. No cash refunds. The cat/kitten cannot be returned if it has been exposed to another cat which has not been currently tested for FeLV and FIV. **There are no guarantees against FIP.** It is the responsibility of the Purchaser to provide immediate veterinary care to any cat/kitten showing signs of illness or distress and failure to do so will render any guarantee null and void. All veterinary expenses and return shipping-related expenses are the responsibility of the Purchaser.
- 6) \_\_\_\_\_ **This guaranty does not cover the death of a cat/kitten from FIPV, (Feline Infectious Peritonitis Virus), a mutated form of the Feline Coronavirus (FCoV), if said cat/kitten dies of FIPV it will not be replaced. No Exceptions! We have no control of this horrible virus.**
- 7) \_\_\_\_\_ **Purchaser agrees NEVER to vaccinate this Cat/Kitten against FIP (Feline Infectious Peritonitis). The effectiveness of the vaccine has not been established and the vaccine can cause the disease. Failure to comply will void all health guarantees.**
- 8) \_\_\_\_\_ **This health guarantee does not cover coccidia outbreaks.** When a cat goes into its new home, this can sometimes result in diarrhea/loose stools a few days after arrival. This is typically caused by the parasite coccidia. This is not a congenital problem and is not covered by our health guarantee. If your Cat has loose stools, we recommend that your vet prescribe Albon for the Cat. Please follow your vet's guidelines for dosage.
- 9) \_\_\_\_\_ If the kitten dies because of a genetic, hereditary, or congenital malformation within the 24-month period, the buyer must submit an autopsy report written by a recognized veterinarian

confirming the cause of death. In this case a replacement kitten of equivalent quality will be offered to the buyer at the breeder's choice as soon as such a kitten becomes available.

- 10) \_\_\_\_\_ A kitten that has been given back because of these warranties cannot be replaced a second time. It is therefore EXCLU of the clauses in the contract. The full report of the veterinarian must be given to the breeder.
- 11) \_\_\_\_\_ This cat/kitten is guaranteed to be fertile as an adult. In the unlikely event that this cat/kitten has not produced viable offspring by the age of 2 years, after being bred to at least 2 or 3 different studs/queens, with proven fertile cats, tests will be done at the expense of the buyer to determine fertility. If testing finds this cat to be sterile, due to a congenital problem such as malformation or absence of organs, the Seller will replace the cat/kitten with one of equal quality. The said kitten/cat will be returned to the Seller prior to sending a replacement kitten. Queens are not guaranteed if a proven male does not reside on premises. There is no guarantee against pyometra. The process of breeding is not to be taken lightly, and breeders must take measures to educate themselves on the subject. There are no guarantees against eventual developments of lockets or tail faults. No replacement will be given for any cat that has been bred and produced a litter (purebred or otherwise). If there is a question of whether the cat has been used for breeding, Purchaser agrees to grant Seller full access to veterinarian and TICA records. Once a breeding cat reaches the age of five-six, the buyer promises to retire, spay/neuter and find a loving home. The Purchaser agrees that this cat/kitten will be exclusively bred with registered pure-bred Bengal cats. The cat/kitten cannot be bred with an unregistered cat or a mixed breed cat. If such breeding takes place, the Purchaser's name and personal details will be reported. Furthermore, the cat and kittens will be taken away from the Purchaser.
- 12) \_\_\_\_\_ **Multi-pet households: Seller's guarantee only covers the health of the Cat. If Purchaser has a multi-cat / multi- pet household, and your other pets come down with health issues after Cat is introduced, Seller, is not responsible for any veterinary expenses for your other feline(s) and pets, as we are not responsible for their health. Similarly, if Cat comes down with health issue(s) after its introduction to the multi-pet household, we will be responsible only if your vet certifies, in writing, that Cat health issues are congenital issues. It is Purchaser's responsibility to ensure that existing felines are up to date on all vaccinations and have been regularly checked by your veterinarian prior to introducing them to Cat. It is Purchaser's responsibility to quarantine Cat for at least fourteen (14) days of receiving the Cat, if Cat is going to a multi-pet household. Unless otherwise agreed to by the Seller, in writing, this provision of isolating the Cat for at least 14 days is a strict**

**requirement and Purchaser will void all health guarantees under this contract if the Cat is not isolated for at least 14 days.**

#### **4. CONGENITAL GUARANTEE:**

\_\_\_\_\_ The cat is guaranteed for a period of 5 years from the date of purchase against any physical diseases of hereditary origin. If the so-called cat is affected by a hereditary disease before it reaches the age of 5 years, the buyer will have to provide written proof from a certified veterinarian. In this case, the cat will then be replaced by another cat of equal value as soon as such a cat is available and at the breeder's choice.

The breeder may request that the cat be subjected to the veterinary expert of his choice at the buyer's expense.

In the event of death, an autopsy report confirming a congenital cause is mandatory.

In short

\_\_\_\_\_ The cat must be examined by a veterinarian officially recognized for a full examination within 7 days of receiving the cat, so that the following guarantees apply:

- 7-day guarantee for viral and infectious or parasitic diseases that the kitten could have contracted at MapleBengals cattery
- 5-year warranty for congenital diseases and physical defects
- 5-year warranty for Feline Hypertrophic Cardiomyopathy (HCM).
- Lifetime Guarantee for Pyruvate Kinase Deficiency (PK-DEF)
- Lifetime Guarantee for Retina Progressive Atrophy (PRA-b)
- Guarantee that the kitten is FIV/FeLV negative upon leaving MapleBengals Cattery
- Feline Infectious Peritonitis (commonly known as FIP) is not guaranteed because it is idiopathic and can be triggered by severe stress.
- If the kitten dies, the breeder requires that necropsy be done on the kitten at the buyer's expense.

**FIP (feline infectious peritonitis) is not covered by this contract**

**The breeder is not held responsible for any mistakes made by the buyer.**

#### **5. CONDITIONS OF SALE:**

- 1) \_\_\_\_\_ The total cost for this cat must be paid to the Seller by the Purchaser prior to the cat's departure from MapleBengals Cattery. No cash refunds will be given to the Purchaser at any stage.
- 2) \_\_\_\_\_ The cat is sold for an amount of CAD\$\_\_\_\_\_.
- 3) \_\_\_\_\_ The Purchaser has taken possession of the cat at the signing of the contract.
- 4) \_\_\_\_\_ This contract is legally binding and is non-transferable to other parties.

- 5) \_\_\_\_\_ Any legal fees incurred in upholding this contract will be paid by the Purchaser.
- 6) \_\_\_\_\_ By signing this contract, both parties agree to all terms stated in the contract.

### **GOVERNING LAW**

This Agreement shall be final and binding upon the Purchaser and Seller and shall be governed by the laws of the Province of Ontario. Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Province of Ontario. In the event of a dispute between the parties, the prevailing party shall be entitled to his/her attorney's fees and all costs and expenses associated with the dispute.

#### **SELLER**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

#### **BUYER**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PURCHASE PRICE: \_\_\_\_\_

DEPOSIT: \_\_\_\_\_

TOTAL DUE: \_\_\_\_\_