



MapleBengals Cattery  
1000426742 ONTARIO INC.  
Phone: (613) 663-3746  
Email: [info@maplebengals.com](mailto:info@maplebengals.com)  
[www.maplebengals.com](http://www.maplebengals.com)  
TICAreg.name: MapleBengals  
TICAreg.#42411

## BENGAL RETIRED CAT 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:	Yes

**Seller guarantees that the cat is purebred and registered at 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) \_\_\_\_\_ This cat is sold as a Retired Cat. The cat is already spayed/neutered, checked by our veterinarian, and treated for fleas and ticks.
- 2) \_\_\_\_\_ Cat shall be kept strictly indoors. Purchaser shall not allow the cat to roam outside, unless the cat is leashed and accompanied by a responsible adult.
- 3) \_\_\_\_\_ Cat 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 cat, Purchaser shall notify the Seller immediately.
- 4) \_\_\_\_\_ Purchaser shall use all reasonable effort to rehome the cat and Purchaser shall provide details (in writing) of cat new owner to the Seller. **If for any reason at any time you do not want this cat you will return this cat back to me free of charge.**
- 5) \_\_\_\_\_ Seller makes no guarantees as to the Cat temperament. We pride ourselves on socializing our cat's, but we cannot predict how the cat will act after it leaves the familiar environment of our cattery and its littermates. It is the Purchaser's responsibility to slowly transition the cat to its new home. Purchaser acknowledges that some cats may take longer than others to adjust to their new surroundings.
- 6) \_\_\_\_\_ Seller warrants that cat was fully litterbox trained when cat left Seller's premises. However, the new surroundings may confuse the cat and may result in improper elimination. Purchaser needs to ensure that cat knows where it's 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 cat.
- 7) \_\_\_\_\_ Purchaser agrees that it will feed the cat the same food that cat was eating at the Seller's premises, and any changes to the cat's diet will be done gradually. Any sudden changes to the cat's diet may result in diarrhea.
- 8) \_\_\_\_\_ Purchaser shall take cat 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.
- 9) \_\_\_\_\_ Purchaser shall make all reasonable efforts to keep in contact with the Seller, and keep Seller updated on cat health.
- 10) \_\_\_\_\_ 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 over and above the original price. 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.

- 11) \_\_\_\_\_ Both parties agree that any disputes / issues related to the Cat 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 Cat 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 Cat is sold in good health at the time Cat leaves Seller's premises.** Seller further warrants that Cat has undergone a physical examination by Seller's veterinarian prior to Cat 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 Cat leaves Seller's premises.
- 2) \_\_\_\_\_ No veterinary or other expense shall be reimbursed by the Seller to the Purchaser under any circumstances.
- 3) \_\_\_\_\_ **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.

**There are no guarantees against FIP.**

- 4) \_\_\_\_\_ **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.**
- 5) \_\_\_\_\_ **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.**
- 6) \_\_\_\_\_ **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.
- 7) \_\_\_\_\_ **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 the Purchaser will void all health guarantees under this contract if the Cat is not isolated for at least 14 days.**

#### **4. 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: \_\_\_\_\_