

# INDIAN CREEK CATTERY



*Thank you for choosing one of our Bengal cats to own you! Please feel free to call with any questions or concerns.*

## BREEDER CONTRACT

***This agreement is for the Bengal cat or kitten described below:***

BREED: Bengal SEX: \_\_\_\_\_ BIRTH DATE: \_\_\_\_\_ COLOR: \_\_\_\_\_

SIRE: \_\_\_\_\_ DAM: \_\_\_\_\_

MICROCHIP NUMBER: \_\_\_\_\_ KITTEN VALUE: \$ \_\_\_\_\_

***Under the following conditions or terms:***

Seller: Indian Creek Bengals PURCHASER: \_\_\_\_\_

AGREED SALE PRICE: \$ \_\_\_\_\_ DEPOSIT: \$ \_\_\_\_\_ PAYMENT: \$ \_\_\_\_\_ TAX: \$ \_\_\_\_\_

DISCOUNT: (if Applicable) \_\_\_\_\_ Reason: \_\_\_\_\_

Buyer agrees to the veterinary fee of: (if Applicable) \_\_\_\_\_

Buyer agrees to the transportation price of: (if Applicable) \_\_\_\_\_

This cat or kitten is purchased for: Breeding \_\_\_\_\_ Showing \_\_\_\_\_ Pet \_\_\_\_\_ purposes only.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a balance of \$ \_\_\_\_\_ has been received from above Purchaser as a final payment for the purchase of the above described cat/kitten.

**Seller warrants** this Bengal to be a purebred with a traceable pedigree and eligible for registration in TICA. Breeder further asserts that to the best of the breeder's knowledge, at the time of purchase this cat/kitten is guaranteed to be of sound health and is free from genetic defects and/or congenital diseases.

**72 hour health guarantee.** It is the Buyer's responsibility to have this cat/kitten examined by a licensed veterinarian within 72 hours of purchase for a routine health exam at the Buyer's expense. Should the licensed veterinarian uncover a pre-existing condition within the 72 hour period, it will be the Buyer's discretion to return the cat/kitten to the Breeder until the condition is cleared or to assume all responsibilities related to this condition. It is recommended that the new cat/kitten be in quarantine during this time. If it is found to be medically deficient with an untreatable or life threatening problem, it must be returned to the Seller immediately along with the veterinarian's written explanation of the problem. Once the Breeder's veterinarian reviews and concurs with the diagnostics of the Seller's vet, Breeder will replace this cat/kitten with one of equal value as soon as one becomes available (may take up to eight months), or refund the full purchase price at the breeder's option. The cat/kitten cannot be returned after the guarantee period has expired. If the cat should become ill, while in your care after the 72 hour period, the Seller is not responsible for any expenses, nor obligated to neither take the cat back, nor replace it. It is the responsibility of the Buyer to provide immediate veterinary care to any cat/kitten showing signs of illness or distress, and failure to do so will render any health guarantee null and void.

**One year guarantee.** This cat/kitten is guaranteed against life threatening congenital defects for one year. Should the cat/kitten die or be diagnosed with such during this period of time, Buyer must submit medical documentation of all findings. These include but are not limited to veterinary care documentation, diagnostic testing, and an appropriate autopsy if applicable. (This information is vital to a successful breeding program.) After the Breeder's veterinarian reviews and agrees with the diagnosis a replacement will be made of a cat of similar quality and value, as available, at the discretion of the Breeder. Under no circumstances is a cat/kitten to be destroyed prior to notification by the Buyer to the Seller. All expenses

incurred are the sole responsibility of the buyer. Breeder has the right to ask for the cat/kitten to be returned before the Buyer receives a replacement. If the Buyer refuses offered replacement the Breeder will have no further obligation to the Buyer. The total liability to the Breeder will not exceed the total purchase price of the kitten.

### ***PURCAHSER AGREES TO THE FOLLOWING***

Buyer agrees to keep the cat/kitten in a clean and pleasant environment, uncaged and with proper nutrition, health care, toys and companionship.

Buyer agrees not to re-sell, give away, lease, loan, rent or abandon this cat/kitten. If the Buyer can no longer care for this cat/kitten, Indian Creek cattery regains full rights to ownership and the cat/kitten is to be returned to us without protest. This is in effect for the lifetime of the cat/kitten.

Buyer acknowledges they have received a kitten care sheet and agree to adhere as closely as possible to the recommendations set forth by indiancreek Bengals.

Buyer agrees to feed the diet recommended by Indian Creek Cattery for a period of no less than one week and the transition to their new diet will be done gradually over two additional weeks, if a change is to be made. (See care sheet)

Buyer agrees to keep kitten separated from other household pets for 2 weeks until the kitten has an opportunity to bond to their new human families and to allow vaccinations to reach maximum coverage. This also protects your other pets.

Buyer understands that it is important to supervise when introducing the kitten to new companions and small children. The kitten should not be left alone with other larger pets or children until you are sure they will be safe.

Buyer agrees not to let this cat/kitten outside without proper supervision and only on a leash or harness. Buyer also agrees to provide ample space for exercise.

Buyer agrees not to vaccinate this cat/kitten for FIP or FIV. Breach of this will void all health guarantees.

Buyer agrees not to "stack" vaccines. (Administering rabies and boosters or FeLV during the same office visit) This will void our health guarantee.

Buyer agrees to INSIST that their vet not use Ketamine as an anesthetic for any procedure. If said veterinarian is unwilling to comply, Buyer must find another vet to perform the necessary procedure. Failure to do so will void the health guarantee.

It is HIGHLY recommended that the Buyer never de-claw this cat. De-clawing this cat/kitten will void all health guarantees.

If purchased as an unaltered pet, Buyer agrees to castrate or spay this kitten by the day the kitten turns five months. If purchased as a pet and found to have been used for breeding purposes, the cat will be surrendered and a fine of \$1,500 will be imposed.

Buyer agrees not to show this cat/kitten without written permission of the Seller.

If this cat/kitten is found to be neglected or mistreated in any way, Buyer will surrender said cat to Seller, unconditionally.

### ***BREEDER ADDENDUM***

Buyer agrees this cat/kitten is not to be resold as a breeder to any other party and will be neuter/spayed when its breeding services are no longer needed by the original buyer.

Buyer agrees to spay/neuter this cat/kitten no later than the age of six (6) years. At this time the cat/kitten is to be petted out to a suitable home.

Buyer agrees that this cat/kitten is to remain on the premises of the original buyer and is not to be used for outside breeder services.

Indian Creek Cattery makes no specific guarantees in regards to fertility, number and vitality of offspring or reproductive problems. Studs that have not successfully impregnated a queen by the age of 2 years can be returned to us for evaluation. If it is determined the stud is sterile, Indian Creek Cattery will replace the stud cat with another cat/kitten of equal value. No refunds are given. If no replacement is available at that time, seller will have a reasonable amount of time to furnish a satisfactory replacement. Queens that have not become impregnated by the age of 2 years can be returned for evaluation. If it is determined the Queen is sterile, Indian Creek Cattery will replace the Queen with another cat/kitten of equal value. No refunds are given. If no replacement is available at that time, seller will have a reasonable amount of time to furnish a satisfactory replacement. There is no guarantee whatsoever on the fertility of Queens who have experienced complications beyond our control. All expenses incurred are the sole responsibility of the buyer. Seller has the right to regain ownership of any cat that has not produced by age 2years or less. Buyer is responsible for costs associated with shipping the cat. Seller must

be given the option to purchase said cat when the buyer is ready to retire him/her. Seller will pay buyer \$800 plus shipping and will be given all rights of ownership.

Buyer understands there are no cash refunds. The Buyer, by signing this contract, has reviewed, understood, had a chance to question and has accepted this contract in its entirety.

Any disagreements resulting from the purchase of this cat will not be published by buyer, seller or their associates on social media or on any internet sites. Damages for violation of this clause will be \$5,000.

This contract is legally binding on the buyer(s) and seller in this transaction and is non-transferable to other parties. This contract shall remain in force throughout the life of the kitten. Signing indicates agreement to this contract. Breach of contract will result in cancellation and repossession of the cat/kitten by the Seller without compensation. Jurisdiction of this contract will be the municipality of the Sellers residence at the time of dispute. Buyer shall be liable to Breeder for any and all legal fees incurred in the enforcement of this contract.

BUYER: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

SELLER: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

