

## **Purchaser agrees to the following:**

1. All sales are final. There will be no returns, refunds, or exchanges except what is outlined by the terms of this agreement.
2. This cat/kitten will never be sold, transferred, leased or given away, not to any pet shop, research laboratory or similar facility.
3. This cat/kitten will be kept indoors and not be allowed to roam freely outside.
4. This cat/kitten is being purchased for Breeding:\_\_\_\_\_ Pet:\_\_\_\_\_.
5. This cat/kitten will receive excessive amounts of tender loving care and will be fed the best possible diet. Will receive substantial amounts of entertainment and will be treated with the utmost respect so that he/she may realize its full potential.
6. If this cat/kitten is purchased as a breeder male, Purchaser agrees not to use this cat for outside stud service. No co-ownership, transfer of queen's ownership, leasing, or other devious means of circumventing this restriction will be tolerated. Any queen bred by this stud, and subsequent litter must be owned entirely by the owner of the stud.
7. If this cat/kitten is purchased as a breeding female, Purchaser agrees not to use outside stud service on this female.
8. If this cat/kitten is purchased as a breeder, Purchaser agrees to breed this cat only with other Bengals. Failure to honor this will result in forfeiture of the cat and registration papers back to Wild Whisker Kittens.
9. This cat/kitten cannot be co-owned, sold, resold, or traded as a breeder.
10. If this contract is breached in any way, Purchaser will owe the seller a fee of \$3000.00 US for breach of contract to the Seller, Wild Whiskers Kittens, 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.
11. 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 Seller's current state and country of residence.
12. Disputes will be settled between Seller and Purchaser privately and will not be aired in or on any public forums.
13. There will be NO cash refunds under any circumstances.
14. Purchaser agrees that 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 soon as one becomes available, at the discretion of the Seller.
15. Final balance is due in cash when cat/kitten is picked up, or 10 days prior to shipping if shipping is preferred.
16. Quoted prices on cats/kittens do NOT include shipping charges.
17. Shipping expenses are the responsibility of the Buyer.

18. If this cat/kitten is purchased as a pet, Purchaser is to spay/neuter this kitten by the time the kitten reaches 6 months of age. Seller will give Purchase said kittens blue slip when Purchaser provides proof of spay/neuter from a licensed veterinarian. Failure to provide proof of spay/neuter will result in the forfeiture of its' registration papers.

### **Health Guarantees:**

Health is guaranteed for a period of 72 hrs from the time the kitten leaves the possession of the seller. You must take the cat/kitten to your veterinarian (at Buyers expense) with this said time to validate this guarantee. If it 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. No cash refund. The cat/kitten may not be returned after the guarantee period has expired and /or if it has been exposed to another cat which has not been currently tested for FeLV and FIP. There are no guarantees against FIP. 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 guarantee null and void. If a cat/kitten dies within the guarantee period, despite medical treatment, a replacement will ONLY be given if a veterinarian verifies the cause of death. All veterinarian fees are the sole responsibility of the Purchaser.

This cat/kitten is guaranteed against congenital defects for 12 months from its birth date. Should the cat die within that time as a direct result of a congenital defect, the cat will be replaced Only if an appropriate necropsy is performed by a licensed vet and a vet's certificate is provided as proof of cause of death. A replacement will be made of a cat of comparable quality and value, as available, at the discretion of the breeder. Due to the many factors involved in rearing and caring for this kitten that are beyond the control of the seller, there are no guarantees on fertility or temperament.

There are no guarantees given on future health, show achievements, or reproduction capabilities of cats/kittens sold with breeding rights. Seller verifies that there are no precluding reasons why a cat/kitten sold with breeding rights should be unable to produce/sire normal litters. If however, a cat/kitten sold with breeding rights is unable to sire/produce young after 2 years of age and several breeding attempts with proven, fertile cats, test will be done at the expense of the new owner 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. Queens are not

guaranteed if a proven male does not reside on premises. There are no guarantees against Pyometra. The process of breeding is not to be taken lightly, and breeders must take measures to educate themselves on the subject.

No replacement will be given for any cat that has been bred and produced a litter ( purebred or otherwise). If there are a question of whether the cat has been used for breeding, Purchaser agrees to grant Seller full access to Veterinarian and TICA records.

This contract, and all guarantees, will be null and void unless the signed contract is returned to the seller within 2 weeks. This contract is legally binding to all parties involved. It applies only to the purchaser and Seller in this transaction and is non-transferable to other parties. If this cat/kitten is resold to another individual, this contract is null and void. The buyer agrees to the terms and conditions, and to pay as stated.

If Buyer or Seller commences any legal action as a result of this contract, Buyer agrees that the place of venue of such action be in Sioux County, Iowa. Any legal fees, expenses, disbursements, and all other costs related to upholding this contract will be paid by the Buyer.

*Breeders Signature:*

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*Purchaser Signature: (copy of deposit is considered signature and binding)*

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*Purchasers Initials:* \_\_\_\_\_