



Echoes Bengals

Angie J. Hendricks
237 W Woodland Ave
Ottumwa, IA 52501
echoesbengals@outlook.com
641-799-2381



Bengal Kitten Contract of Sale

This Agreement ("Agreement") is entered into between Angie J. Hendricks DBA Echoes Bengals ("Seller") and _____ ("Purchaser").

IN CONSIDERATION of the sum total of \$_____, ("Purchase Price"), Seller grants, conveys, and transfers the following kitten ("Kitten") to Purchaser.

DESCRIPTION OF KITTEN

Breed: BENGAL

Color:

Sex:

Birthdate:

Sire: Aspengolds Rising Phoenix of Echoes

Dam: Lunakatz Dear Phoebe of Echoes (Queen)

Purchaser has paid a non-refundable deposit of \$400 to hold Kitten for the Purchaser. The deposit shall be applied to the Purchase Price, which is due and payable on or before _____, or when the Kitten is collected, whichever is earlier. In the event the Seller is unable to sell Kitten to the Purchaser, for reasons including, but not limited to, the Kitten's mortality, the Seller has the option of refunding the deposit or replacing the Kitten with a kitten of similar quality (the Seller's choice). Seller shall have 12 months to provide a replacement kitten to the Purchaser.

Note: Purchase Price includes the cost of shipping the Kitten by air (\$350.00). Seller warrants that the Kitten is healthy and in good condition at the time he/she is shipped to the Purchaser, as evidenced by the veterinarian's health certificate, which shall accompany the Kitten. Seller is not responsible for any injury or damage to the Kitten after Kitten has left with the airline.

TERMS AND CONDITIONS

Purchaser acknowledges that he/she has been provided with a copy of Echoes Bengals IMPORTANT KITTEN CARE GUIDELINES and that Purchaser has read and understands its contents. Purchaser further agrees that Purchaser will follow ALL of the important guidelines

and suggestions outlined in Echoes Bengals IMPORTANT KITTEN CARE GUIDELINES, since Purchaser's failure to do so may lead to adjustment issues with Purchaser's Kitten. Purchaser further agrees that it will review the care sheet prior to contacting Seller with behavior issues, since the issue may be covered by Echoes Bengals IMPORTANT KITTEN CARE GUIDELINES.

(1) Kitten shall be kept strictly indoors. Purchaser shall not allow Kitten to roam outside, unless Kitten is leashed and accompanied by a responsible adult.

(2) Kitten is sold only as a pet. Purchaser shall spay or neuter Kitten between 3 months and 10 months of age. Purchaser further warrants that Kitten shall not be used for breeding purposes. In the event that Kitten is found used for breeding, Seller shall be entitled to receive an additional payment of \$5000 (representing agreed upon damages sustained by Seller as a result of Purchaser's breach of this clause), within 7 days of written demand being made upon the Purchaser.

(3) 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.

(4) Purchaser shall care for the Kitten with a proper diet, housing, health and general care, including maintaining up to date vaccines and proper parasite prevention. Purchaser agrees to never declaw Kitten. If, in Seller's opinion, Kitten is being neglected or mistreated, Purchaser shall surrender Kitten to Seller unconditionally. "Neglect" or "mistreatment" shall include, but not be limited to, leaving Kitten alone without human companionship for periods in excess of 72 hours, lack of proper sanitary facilities, lack of proper veterinary / medical attention, food or water, physical abuse. Any and all fees associated with the recovery of Kitten shall be paid by the Purchaser, including, but not limited to, any and all court costs and attorney's fees.

(5) Seller makes no guarantee 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 it's litter mates. It is the Purchaser's responsibility to slowly transition Kitten to it's new home. Purchaser acknowledges that some kittens may take a little longer than others to adjust to their new surroundings. Purchaser must notify Seller immediately if Kitten is not transitioning well into it's 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 the concerns immediately. We cannot help you with these concerns if we are not aware of them. If more than 2 weeks has passed before Purchaser notifies Seller of these issues, Seller disclaims any liability of responsibility for these issues.

(6) Purchaser agrees that he/she will feed Kitten the same food the 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) Seller shall provide the registration papers for the Kitten to the Purchaser within a reasonable time of Purchaser's presentation of a veterinarian's certificate of spaying or neutering of the Kitten.

(9) This sale is final and there are no cash refunds.

(10) Both parties agree that any disputes / issues relate 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 payable by the party publicizing the alleged dispute / issue.

HEALTH GUARANTEE

Seller warrants that Kitten is sold in good health at the time the 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. However, the stress from the change in environment (especially if the Kitten is shipped) may cause the Kitten to "break" with an infection, even though the Kitten showed no clinical signs of an infection when it left Seller's premises. This is why it is important for the Kitten to be checked within 3 business days of receipt.

This health guarantee does not cover coccidia outbreaks. When a kitten 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 Kitten has loose stools, we recommend that your vet prescribe Albron for the Kitten. Please, follow your vet's guidelines for dosage.

Unless otherwise agreed between the parties in writing, the Purchaser has 3 business days of receipt of Kitten to have Kitten examined by Purchaser's veterinarian. Purchaser shall provide Seller with proof of the examination upon Seller's request. Further, any questionable findings by the veterinarian shall immediately be reported (in writing) to the Seller. If the Kitten is to be found medically deficient with a terminal or life-threatening problem, Seller shall refund the Purchase Price in full or replace Kitten with another of like kind and quality (Seller's choice), as soon as a replacement is available. All veterinary expenses and return shipping related expenses are the responsibility of the Purchaser. Seller's health guarantee shall be null and void if Kitten is exposed to other animals within the first 14 days of Purchaser receiving the Kitten OR if Kitten is not examined by Purchaser's veterinarian within 3 business days.

Kitten is guaranteed against congenital defects for a period of 12 months after the date of birth. If the Kitten is found to have a congenital defect within those 12 months, Seller shall refund the Purchase Price in full or replace Kitten with another of like kind and quality (Seller's choice), as soon as a replacement is available. Purchaser must provide the veterinarian or specialist's written report, confirming, in writing, that in their opinion, the Kitten has a congenital defect. Further, should the Kitten die during this period as a direct result of a congenital defect (said congenital defect must be confirmed by two independent veterinarians, in writing). Seller shall refund the Purchase Price to the Purchaser or replace the Kitten with another of like kind and quality (Seller's choice), only if an appropriate necropsy is performed by a licensed veterinarian and a veterinarian's certificate showing the congenital defect being the direct result of the cause of death is produced. All veterinary expenses and return shipping-related expenses are the responsibility of the Purchaser.

Multi-cat households: Seller's guarantee only covers the health of the Kitten. If Purchaser has a multi-cat / multi-pet household, and another pet comes down with health issues after Kitten is introduced, Seller is not responsible for any veterinary expenses for any other feline(s) and / or pets, as we are not responsible for their health. Similarly, if Kitten comes down with health issues after its introduction to the multi-pet household, we will be responsible only if your vet certifies, in writing, that Kitten's health issues are congenital issues. It is the Purchaser's responsibility to ensure that existing felines are up to date on all vaccinations and have been regularly checked by a veterinarian prior to introducing them to Kitten. It is Purchaser's responsibility to quarantine Kitten for at least 14 days of receiving the Kitten, if Kitten is going to a multi-pet household. Unless otherwise agreed to by the Seller, in writing, this provision of isolating the Kitten for at 14 days is a strict requirement and Purchaser will void all health guarantees under this contract if the Kitten is not isolated for at least 14 days.

RETURN POLICY

If Kitten needs to be returned for reasons other than kitten health-related problems (including, but not limited to, pet conflicts, human allergies), a 50% refund of the Purchase Price (excluding shipping costs, which are also the sole responsibility of the Purchaser) shall be returned to the Purchaser, and only after Kitten is determined to be in good health. Kitten may not be returned after the 3-day health guarantee period or if Kitten has been exposed to another kitten, cat, or other animal, if Kitten is allowed outside or if Kitten was not housed in a clean and safe environment.

Seller warrants that Kitten was fully litter box 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 it's new litter box is located, and Seller recommends that Purchaser use the same type of litter box and litter used at the Seller's premises, to avoid confusing the Kitten.

GOVERNING LAW

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

The parties have executed and delivered this agreement on this _____ day of _____ 2021

Seller Signature:

Angie J Hendricks
Echoes Bengals

Purchaser Signature(s):

Seller Information:

Address:
237 W. Woodland Ave.
Ottumwa, IA. 52501

Phone Number:
(641) 799-2381

Email:
echoesbengals@outlook.com

Purchaser Information:

Address:

Phone Number:

Email:
