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**Kitten Contract**

**Tabitha Gitthens**

**Phone: 509-869-1695**

**poshbengalspots@gmail.com**

**This agreement is between Tabitha Gitthens (Seller) of Posh Bengal Spots and Buyer, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Effective as of the date of signatures below and is binding upon all parties thereof.**

The Seller is providing the kitten listed below to the Buyer for the terms described, the conditions and requirements described in this contract.

**Color:  Sex:    DOB:  10/04/18**

**Sire:  Luxurious Bentley TICA Number: SBT 052415 024**

**Dam: Primrose Icelyn TICA Number: SBT 061317 075**

**Sale Price: $    Deposit: $ 500      Balance: $   Paid in Full on:\_\_\_\_\_\_\_\_\_\_\_\_\_**

1.     It is the buyer’s responsibility to have this cat/kitten examined by a veterinarian within 72 hours after adoption. During this time the kitten/cat must be quarantined. This is your health guarantee period. If the cat/kitten is found to have an untreatable or life threatening disease that is felt to have been contracted at the seller’s home (documentation required by a licensed Veterinarian). Seller will replace this cat/kitten of equal value at the Seller’s first opportunity.

2.     This cat/kitten is guaranteed against all heredity defects up to the age of one year. Should a hereditary defect appear within the first year, a Veterinarian must document it. The seller will then replace this cat/kitten with another of equal value at the seller’s first opportunity. Buyer understands that at no time for any reason will there be a monetary refund of any of the purchase price.

3.     The cat/kitten cannot be returned after the guarantee period has expired. It is the responsibility of the buyer to provide immediate veterinary care to any cat/kitten showing signs of illness or distress.  Failure to do so will render any guarantee null and void. By signing this contract, the Buyer is also signing permission for their veterinarian to disclose any and all veterinary information pertaining to this said cat/kitten and any and all information on cats/kittens living with said cat/kitten. The Seller can ask whichclinic and fax them a copy of this agreement to gain access, if need be. All veterinary fees are the sole responsibility of the Buyer.

**4.**Purchaser shall care for the Kitten with a proper diet (grain free), housing, health and general care, including maintaining up to date vaccines and proper parasite prevention. Purchaser agrees to **never** declaw Kitten (declawing the kitten voids the health guarantee). If, in Seller’s opinion, Kitten is 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. It is the responsibility of the buyer to provide immediate vet care to any cat/kitten showing signs of illness or distress. Under no circumstances will the cat/kitten be destroyed prior to the notification by the buyer to the seller. This health guarantee does not cover the following: treatable disease states, curable conditions or infections, colds, intestinal parasites, virus, bacterial infections, skin rashes, etc. 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. Please follow your vet’s guidelines for treatment.

5.     This cat is not guaranteed against cosmetic faults, I.E. tail fault or locket. A cosmetic fault is not a health issue.

6.     A health record is supplied to the purchaser that includes vaccine record and health tests performed. The buyer agrees to keep the kitten/cat up to date on all Vaccinations.

7.     Microchip information and how to update with the buyers information is provided when the kitten goes to its new home with buyer. Seller asks that buyer keep seller’s information (phone number and address) listed on the microchip registration as secondary contact in case of any emergency and buyer is unable to be reached.

8.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 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

9.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.

10. This kitten is being sold as a pure bred Bengal pet with proper paperwork to register said kitten with The International Cat Association (TICA).

Other Terms:

1.     A deposit fee is placed to hold a cat/kitten for a buyer. At this time I am holding the kitten for you and no one else can purchase the said cat/kitten. All holding fees (deposits) are non-refundable. The goal of our Cattery is to place our cat/kittens in loving homes in a timely manner so they may bond with their new family. If a cat/kitten is held for a Buyer, a change of mind can quite often jeopardize the chance of that particular kitten to be placed in a home while they are still of a desirable age. When the sale of the cat/kitten is consummated, the deposit shall be applied toward the balance owing on the purchase price. The balance is due prior to any shipping or pick up. There is a $5.00 per day boarding fee if you cannot pick up your kitten on the agreed date.

2.     This kitten/cat will be kept indoors unless an outdoor enclosure is provided that is completely safe and secure. This cat/kitten will not be allowed to roam freely outside.

3.     Under no circumstances will this cat/kitten be sold, leased, given away to any other person without the written consent from Posh Bengal Spots. This animal will never be sold to any pet shop, research laboratory, or other similar facility.

4.     The seller reserves the right to request a copy of kittens vet/medical records from buyers veterinarian. IF, there is ever cause for concern, then the seller retains the right to inspect the living environment, and if the buyer is unable to keep the kitten the way they have represented in this contract, the seller will have the first opportunity to take back the kitten/cat at no cost.

5.      If the cat/kitten is found to be neglected or mistreated, and conditions are beyond remediation, Posh Bengal Spots will have the first opportunity to take back the kitten/cat at no cost.

6.     If the kitten sold by Posh Bengal Spots cannot be kept by its original owner, Posh Bengal Spots will have the first opportunity to take back the kitten/cat at no cost. **Under NO Circumstances will the kitten/cat be surrendered to an animal shelter or Humane Society.**

Any breach of this contract discovered would, if possible, be remedied within a reasonable amount of time (whatever that might be specific to any given breach). All disputes are agreed to go before Binding Arbitration in the State of Idaho, and if a breach were financial in nature or abusive in any way, and could not be remedied the buyer would then surrender the cat/kitten to Posh Bengal Spots. If it is an easily correctible infraction, then the buyer has to provide proof of remediation.

If Buyer or Seller commences any legal action as a result of this contract, Buyer and Seller agrees that the place of venue for such action shall be the State of Idaho in Canyon County. In the event of a dispute between the parties, the prevailing party shall be entitled to his/her attorney’s fees and all expenses associated with the dispute and arbitration. This contract is legally binding to all parties named within and applies to only the Buyer and the Seller named below and is not transferable to other parties. If the Buyer sells the cat/kitten to a 3rdparty, the health contract is Null and Void.

The details of any dispute of settlement 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, commensurate with violation and damage to seller’s reputation and brand, may be up to $5,000.

Advertising Rights:

 Seller reserves the right to use photos of cat/kitten sold to Buyer in any or all advertising, including website advertising, in the promotion of Posh Bengal Spots. Buyer agrees to allow seller the right to use cat/kitten’s photographs or name in future or existing advertising.

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. **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 three (3) business days of receipt.**

**Seller’s health guarantee shall be null and void if Kitten is exposed to other animals within the first fourteen (14) days of Purchaser receiving the Kitten OR if Kitten is not examined by Purchaser’s veterinarian within three (3) business days.**

Kitten is guaranteed against congenital defects for a period of twelve (12) months after the date of birth. If the Kitten is found to have a congenital defect within these twelve (12) months, Seller shall replace Kitten with another of like kind and quality (Seller’s choice), as soon as one 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 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 Purchaser or replace 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

**Multi-cat households: Seller’s guarantee only covers the health of the Kitten. If Purchaser has a multi-cat / multi- pet household, and your other pets come down with health issues after Kitten 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 Kitten 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 Kitten’s 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 Kitten. It is Purchaser’s responsibility to quarantine Kitten for at least fourteen (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 least 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.**

**Purchaser agrees never to vaccinate this 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.**

**IMPORTANT\*\*\* DO NOT LET YOUR VET use Ketamine as anesthesia.** There have been reports of bengals dying with the use of Ketamine as anesthesia. Isoflurane has proved to be a much safer anesthesia for bengals. Please discuss this with your vet.​ Any use of Ketamine VOIDS HEALTH GUARANTEE

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 the new litter box is located, and Seller recommends that Purchaser use the same type of litter box and litter (Dr. Elsey’s Kitten Attract) used at 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 Florida. Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Florida. 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. IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**By signing below show that you have read and agree with this contract and will agree to abide by the terms of this contract.**

**Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Buyer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Seller Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_**

**This is a full contract, all the conditions are in writing and signed by the seller and buyer.**

**No other agreements implied or verbal would apply.**