

BestView Bengals
Pet Bengal Kitten Deposit and Sales Agreement

BestView Bengals
TICA Registered Cattery # 40561
www.bestviewbengals.com
bestviewbengals@gmail.com

Seller: BestView Bengals; Megan Byerly Ellenburg

Buyer Information:

Name:

Address:

Phone Number:

Kitten/Cat Identification:

Name:

DOB:

Dam:

Sire:

Price:

Deposit:

Balance due before release:

Deposit Agreement

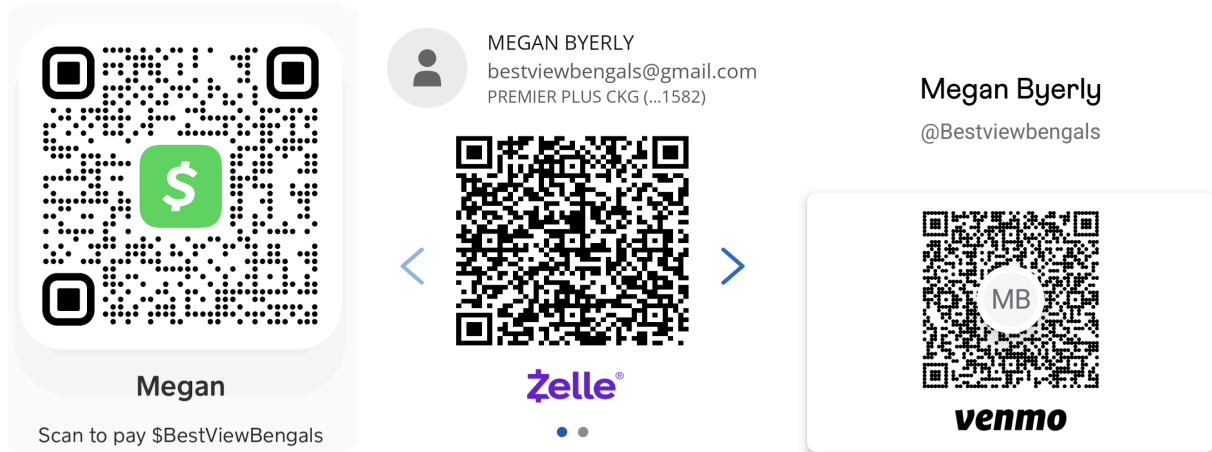
BestView Bengals require a 10% non-refundable and non-transferable pet deposit per kitten/cat which shall be applied towards the purchase price for the kitten/cat. The balance shall be due and payable before the kitten/cat leaves the Seller's possession. All payments must be made with cash, Cash App, Zelle, or Venmo. No personal checks are accepted.

The purpose of the deposit is to ensure the Buyer's intent to purchase the kitten/cat. The deposit is non-refundable, should the Buyer, for any reason, change their mind and decide not to buy a kitten/cat. This guarantees the kitten/cat is being held only for the Buyer and shall not be sold to any other buyer.

The Seller reserves the right to refuse the sale of the kitten/cat to the Buyer at any time prior to the kitten/cat leaving Seller's possession for any of the following reasons:

- The Seller has reason to believe the kitten/cat and Buyer are not a good match, or the kitten/cat will not be placed in a satisfactory environment
 - Under which circumstance the Seller shall notify the Buyer in writing of their decision and the reasons for this decision, and the deposit shall be refunded in full, at which time, all agreements are null and void. The Seller assures that the decision to cancel the sale shall be motivated solely by the best interests of the kitten/cat.
- The Seller has chosen to keep the kitten/cat as a breeder
 - Under which circumstance the deposit shall be refunded in full OR the Buyer can choose to apply the deposit to a different or future kitten/cat.

Payment of the Deposit constitutes acceptance by the Buyer of the terms and conditions of this Deposit and Sales Agreement. Agreement takes effect on the date payment is received.



Mode of Payment: (Cash App, Zelle, Cash, Venmo) _____

Deposit received on: _____

Sales Agreement

The Buyer agrees to the following: (please read and initial all spaces)

_____ All sales are final. No returns, refunds, or exchanges except what is outlined by the terms of this agreement. Buyer understands that there are no cash refunds.

_____ All vaccinations will be kept up to date and routine medical care will be provided at the Buyer's expense. A kitten will need their 3rd (and final for at least 12 months) FVRCP vaccine after 16 weeks of age.

_____ The cat/kitten must be kept separate from all other animals in the household until the Buyer is satisfied that the cat/kitten is in good health and meets expectations (recommended 14 days).

_____ Under no circumstance will the Buyer sell, lease, or give this kitten/cat to any shelter, research facility, pet store, or similar facility.

_____ If, at any time, the kitten/cat cannot remain with the Buyer, Buyer will contact BestView Bengals. BestView Bengals will always be willing to take back a cat if the Buyer cannot or will not care for them.

_____ It is the Buyer's responsibility to slowly transition the cat/kitten to its new home. The Buyer must notify BestView Bengals immediately if the kitten/cat does not appear to be transitioning well. If The Buyer has any health or behavior concerns about the kitten/cat, the Buyer MUST notify BestView Bengals of their concerns immediately.

_____ Under no circumstances will BestView Bengals be held responsible for medical expenses related to this kitten/cat. To the best of BestView Bengal's and our veterinarian's knowledge, this kitten/cat is healthy and free of zoonotic diseases.

_____ The cat/kitten will never be declawed. Declawing this kitten/cat is considered a breach of contract and if done so, all guarantees/warranties will be considered null and void. This may also cause behavioral issues in the kitten/cat that BestView Bengals will not be held accountable for.

_____ This kitten/cat will be kept indoors with room for play and activity, interaction with people, and be provided with scratching posts, proper nutrition, litter boxes, and attention. If the Buyer takes the kitten/cat outside, it must be leashed or contained, in a safe area, and under proper conditions for safety. It will not be allowed to roam freely.

_____ BestView Bengals cannot be held responsible for other cats or pets in a household; all guarantees relate only to the BestView Bengal cat or kitten.

BestView Bengals guarantees the following:

1. The cat/kitten is up to date on vaccinations. For kittens, this means that the kitten was given the FVRCP vaccine around 8 weeks of age and around 12 weeks of age. For adults, this means that a booster FVRCP vaccine was given within the last 12 months. We do not vaccinate for rabies (California law does not require it).
2. All BestView Bengals are eligible for registration through either TICA or CFA. The Seller will provide the Buyer with all necessary paperwork required to register their kitten.
3. A health record is provided for every kitten/cat. All vaccinations, test results, and any health concerns will be included in this record. It is the Buyer's responsibility to be sure they are satisfied with this record at or before the time of sale.
4. BestView Bengals warrants that the cat/kitten is sold in good health at the time the cat/kitten leaves the Seller's premises. Seller further warrants that the cat/kitten has undergone a physical examination by a veterinarian prior to the cat/kitten leaving the Seller (including, but not limited to an eye exam, ear exam, auscultation) and the Seller was not aware of or has disclosed any health issues (including, but not limited to upper respiratory infections, diarrhea, congenital defects) at the time the cat/kitten leaves the Seller's premises.
5. BestView Bengals genetically tests all breeding cats for progressive retinal atrophy (PRA-b) and erythrocyte pyruvate kinase deficiency (PK-Def). No Bengals at BestView have these diseases. This kitten/cat is guaranteed to never develop progressive retinal atrophy (PRA-b) or erythrocyte pyruvate kinase deficiency (PK-Def). At any time, if the kitten/cat is determined to have either of these diseases by a licensed veterinarian, the kitten will be replaced at no charge.
6. BestView Bengals screens all breeding cats every 12-18 months for Hypertrophic Cardiomyopathy (HCM). While we do not breed any cats that are determined to have HCM, HCM can sometimes develop later in life, after the cat has already produced offspring. BestView Bengals cannot promise that a cat will never develop HCM or other fatal congenital defects not present at birth. Therefore, the kitten is guaranteed against any deadly congenital defects inherited from the parents for the first 5 years from the purchase date of the kitten. If the kitten passes from a fatal congenital defect within 5 years, the guarantee is as follows:
 - a. First year: 100%
 - b. Second year: 80%
 - c. Third year: 60%
 - d. Fourth year: 40%
 - e. Fifth year: 20%
 - f. These percentages are the amount of the purchase price that BestView Bengals will cover toward the replacement of the kitten that passed with the first available kitten from us. Any cat that passes away in this time frame must have a necropsy performed by a licensed veterinarian with results and cause of death provided to the seller.
7. BestView Bengals cannot guarantee that this kitten/cat does not carry the Feline Coronavirus (FCoV). FCoV is a highly prevalent virus in the feline community. Most infections are asymptomatic or cause mild symptoms. Feline Infectious Peritonitis (FIP) occurs when FCoV mutates in a cat's body. FIP is often deadly (though new treatments have been developed that give cats a good chance at survival) and cats under 1 year old are at the highest risk. Unfortunately, we have no control over whether this virus mutates; however, if it is determined by a licensed veterinarian that the cause of death for a kitten under 1 year of age is FIP, BestView Bengals will replace the kitten at no charge. A written report from a veterinarian stating that the cause of death was likely FIP must be provided to BestView Bengals.

_____ **ISOLATION PERIOD:** Buyer understands that it is best practice to isolate any new pet in a household for at least 14 days. If a kitten/cat has been introduced to other animals during the 14 day period and develops an illness, BestView Bengals cannot guarantee that the illness was not a result of contact with another animal and will not be held responsible for any treatment costs related to that illness.

_____ **VETERINARIAN:** The kitten/cat must be taken to Buyer's veterinarian within the first 5 days of ownership to assure Buyer of the health of the kitten/cat. It is the Buyer's responsibility to schedule this appointment before taking home the kitten, as many veterinarians are booked out by a month or more. This must be done before exposing established pets in a household to kitten/cat. This is done at Buyer's expense. Failure to satisfy these requirements makes all Seller health guarantees null and void. If Buyer's veterinarian discovers the kitten/cat is not in good health as guaranteed, the Buyer must notify BestView Bengals and the Buyer's veterinarian must provide BestView Bengals with a record of the illness or condition that has been determined. If the kitten/cat can't be cured, the Buyer will return the Kitten to BestView Bengals and BestView Bengals will replace the kitten as soon as possible.

The box below contains any disclosures or alterations to this agreement that have been discussed and agreed upon by the signers and take precedence over any conditions mentioned earlier in this agreement, even if conditions are in direct contradiction. If no alterations have been discussed and agreed upon, the box has been intentionally left blank or say "N/A". Seller and Buyer must initial this section whether there have been alterations or not.

I agree to the above statements and requirements;

Signed (Buyer) _____ Date: _____

Signed (Seller) _____ Date: _____
