

SIMPLY SIMES / SIMPLY BLESSED CATTERY

11945 New York Ranch Road
Jackson, CA 95642

Beth Bearry (209) 223-3040 Lori Bearry (209) 223-2567

Breeder/Show Cat/Kitten Sales Agreement and Health Guarantee

This agreement between _____ (Purchaser) and Beth Bearry / Lori Bearry of Simply Simes/Simply Blessed Cattery (Sellers) is effective as of the date of signatures that appear below and is only binding upon these original parties thereto. Sellers and Purchaser agree to the below described cat/kitten and all the following terms:

NAME		BREED	Bengal	PURCHASE PRICE	
TICA REG		BIRTHDATE		GENDER	
DESCRIPTION					
SIRE			TICA REG	SBT	
DAM			TICA REG	SBT	
PET		SHOW		BREEDING	

SPECIAL TERMS: Balance of _____ to be paid on or before, Plus all cost pertaining to shipping.

HEALTH GUARANTEE:

- 1) Simply Simes / Simply Blessed Cattery (Seller) guarantees that the above cat/kitten is of sound health upon arrival to Purchaser. S/he is guaranteed for a period of 72 hours from time of purchase. If, within this time frame, this cat/kitten is found to have an untreatable or life-threatening disease which is documented by a licensed veterinarian, Seller will replace this cat/kitten one time only with another cat/kitten of equal or greater value at the Seller's first opportunity. Purchaser understands that at no time will there be a monetary refund of any of the cat/kitten's purchase price. All veterinary fees are the responsibility of the Purchaser.
- 2) This Bengal cat/kitten is guaranteed against all genetic defects up to the age of two years. This cat/kitten must be tested before two years of age by a licensed veterinary Cardiologist for the HCM guarantee to be valid. The health guarantee against HCM is null and void if said cat/kitten has not been tested as stated above. If this cat/kitten is being purchased as a breeding/show cat, should a genetic defect appear by the time s/he turns two years of age, the condition must be documented by a licensed veterinarian. Upon supplying the Seller with this documentation, Seller will replace this cat/kitten one time only with another of equal or greater value at the Seller's first opportunity. Purchaser understands there will not be any monetary refund and that all veterinarian fees are the responsibility of the Purchaser.
- 3) Seller does guarantee fertility in this breeding animal, provided common sense is used by Purchaser regarding timing of breeding, overall cattery health and management, and consulting with a feline fertility specialist if Seller requests. It is Seller's desire that Purchaser has great success with this animal, and Seller encourages Purchaser to include Seller in communications regarding any concerns or problems that may arise. If said cat/kitten is female, this fertility guarantee becomes null and void should said cat/kitten develop pyometra. Should this cat/kitten be proven conclusively to be infertile, after being breed to 3 proven cats as agreed upon by Purchaser and Seller, and documented by a licensed veterinarian, Seller agrees to replace the cat/kitten with one of equal or greater value at Seller's earliest opportunity.
- 4) Show cats/kittens are sold with the understanding that at the time of sale, they are free of any disqualifying faults and that, to the best of Seller's knowledge, they meet the Bengal Breed Standard of quality. Purchaser does understand that Seller cannot guarantee the cat/kitten achieving Championship

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titles.

Other Terms

- 1) Seller will provide pedigree and appropriate registration papers in a timely manner.
- 2) A non-refundable holding fee of **\$500.00** is required to hold the cat/kitten for the Purchaser. All holding fees are non-refundable. The goal of our cattery is to place our cats/kittens in loving homes in a timely manner so they may bond with their new family. If a cat/kitten is held specifically for a Purchaser, a change of mind can quite often jeopardize the chance for that particular kitten to be placed in a home while s/he is still of a desirable age. When the sale of the cat/kitten is consummated, the holding fee shall be applied toward the balance owing on the purchase price. Balance is due prior to any shipping.
- 3) If at any time Purchaser wishes to place said cat/kitten, Seller must be given first right of refusal to repurchase cat/kitten at no more than one-half the original purchase price. If Seller exercises her right of refusal to repurchase said cat/kitten Seller must altered before putting in a pet home.
- 4) If this cat/kitten is ever found to be neglected or mistreated, Purchaser will surrender said cat/kitten to Seller, unconditionally. Any transportation or other fees are the responsibility of the Purchaser.

Advertising Rights:

- 1) Seller reserves the right to use photos of cat/kitten sold to Purchaser in any/all advertising, including website advertising, in the promotion of Simply Simes / Simply Blessed Cattery. Purchaser agrees to allow Seller the right to use this cat/kitten's photographs and/or name in future or existing advertising. Purchaser also agrees that in any advertising done by Purchaser, whether printed, website, linking, or any other form, the full and correct registered name of this cat/kitten (including all titles, and breeder prefix name) will be used.

Venue:

- 1) Legal venue shall be Amador County, State of California.

This contract is legally binding to all parties involved. It applies only to the original Purchaser and Seller named below and is not transferable.

Lori Bearry / Beth Bearry

Name	Purchaser
11945 New York Ranch Rd. Jackson, CA 95642	
Address	Purchaser Address
(209) 223-3040	
Phone	Purchaser Phone
(209) 642-9146	
Cell	Purchaser Cell
(209) 223-0503	
Fax	Purchaser Fax
simsimbengals@volcano.net	
Email	Purchaser Email

All cost pertaining to shipping are purchaser's responsibility.

Deposits/Payments

Date Received	Check #	Amount Received	Balance Due
		\$	