

Wild Expressions Bengals

891 Old Highway 2, RR#2 Trenton Ontario, K8V 5P5
 www.wildexpressionsbengals.ca
 (613)394-2730

Contract for the Purchase of a Purebred Bengal Cat

For the purpose of being a Pet

WildExpressions.ca - GST/HST 871399341TR0002

Deposits can be made remotely by

Paypal to **guru@quinteonline.com** / INTERAC e-Transfer to **thewhites@wildexpressions.ca**.

Value of Cat(s) \$	Sub Total \$	Notes
Delivery \$	Deposit \$	
Carrier \$	Payment constitutes acceptance of the terms of the contract.	
Accessories \$		
HST \$	Total due \$	
	Due on delivery/acceptance	

Gov ref taxes due - <http://www.rev.gov.on.ca/en/guides/rst/504.html>

Companions Name		Deposit Date	
Companions Birth Date		Pickup / Delivery	
Companions Sire		TICA reg#	
Companions Dam		TICA reg#	
Description	Kitten listed on the website and or Facebook as	Comments	
Vaccinations done	See medical records		
De-worming done with	See medical records		
Client First Name		Last Name	
Address			
Home Number		Cell Number	
Email		Website	

A store bought cat carrier designed for this purpose is required when picking up The Companion(s).

Definitions

For the purpose of this agreement Steve and or Cyndy White of WildExpressions.ca¹ will be known as “The Breeder”, the subject cat(s) or kitten(s) will be known as “Companion(s)”. The customer or customers will be known as "The Client".

1.) Deposit

The purpose of the deposit is to reserve one or more Companion(s) and or merchandise until a future agreed upon date to finalize the placement and or purchase .

- a. No kitten is considered reserved unless there is a written agreement with an accepted deposit.
- b. Because the Companion(s) and or merchandise is held off the market causing it to miss potential sales or placements the deposit is non-refundable.
- c. If The Clients meets the terms of the contract then the full deposit will be applied to the total owed.
- d. The target date of the completion of this transaction will be within 5 business day of the Companion(s) turning 12 weeks of age unless otherwise specified herein. If not completed within 5 business days of the target date the Companion(s) will be re-listed as available and the deposit may be forfeit unless a new agreement has been written.
- e. The Breeder may, at their sole desecration, void this agreement at any time prior to the transfer of ownership and refund the deposit.

2.) General Warranty

The Breeder is a TICA (The International Cat Association) registered cattery and as such we produce purebred Bengal kittens that are eligible for individual registration in TICA. The Breeder will provide papers upon proof of neutering or spaying.

The Companions(s) have been examined by a veterinarian while in the possession of the Breeder and The Breeder warrants that the Companion(s) are in good health, or that any issues the Breeder is aware of have been disclosed to The Client.

- a) The Client needs to keep The Companion(s) isolated for a period of 72 hours from any animal contact.

Some parasites, such as Giardia, can show no symptoms in long term infected animals and still be carried from animal to animal by humans through simple contact. By some estimates over 40% of pets carry parasites and as high as 80% carry a communicable disease. As a result The Breeder does not warrant for communicable diseases or parasites once The Companion(s) have left The Breeders care.

- b) If The Companion(s) is found deficient in any way The Breeder must be contacted within 72 hours of The Client accepting possession of the companion. If a defect is found that will compromise the life span of The Companion that was not previously disclosed, then depending on the nature of the defect The Breeder will at The Breeder sole discretion either
 - i. Offer a full or partial refund
 - ii. Offer treatment for the deficiency
 - iii. Offer a replacement kitten of equal quality and value.

¹ WildExpressionsBengals, Wild Expressions Bengals and similar variations on the theme may be marketing names for WildExpressions.ca, a registered trade name for Quinte Can.Compute Inc., a Canadian corporation registered in the province of Ontario.

4.) Congenital or Genetic Defects Warranty

The Companion(s) is guaranteed to be free from life threatening congenital² or genetic³ defect for a period of two years from date of this contract. This does not cover issues that were initially disclosed to The Client.. If found to have a congenital or genetic defect that is life threatening then at the sole discretion of The Breeder one or more of the following options will be offered:

- a) The Companion can be returned to The Breeder for a replacement of equal quality.
- b) The Companion can be kept by the owner and a credit offered towards the purchase of another kitten/cat from The Breeder. The percentage of the credit will be determined at the sole discretion of The Breeder.
- c) If euthanasia is necessary or imminent, a replacement kitten will be given. The Companion(s) is not to be euthanized without the prior knowledge of The Breeder except in the case where a veterinarian puts it in writing that he or she considers it to be the only humane alternative.

If a replacement or credit is requested The Client agree to grant full access to all veterinary records to either The Breeder or The Breeder's veterinary clinic.

If The Companion(s) was euthanized then an autopsy may be required to confirm a medical diagnosis before any replacement will be given.

5.) Rehoming

Should it become necessary for any reason to part with The Companion(s) then The Client agree to give The Breeder the first opportunity to relocate The Companion(s). The Client may not under any conditions accept monies in exchange for The Companion(s).

6.) Breeding Rights

The Companion(s) was purchased as a "PET" and there are no breeding rights included. Upon receipt of proof of spaying or neutering T.I.C.A. 3 generation registration papers will be supplied to The Client.

In some cases, and at The Breeders discretion, breeding rights may be purchased by paying the difference in price of a pet and a breeder. At a minimum that value will be \$1500 with the first pick of the litter at no cost to The Breeder or \$2000 without the first pick kitten. A separate written agreement would be required before breeding rights and registration papers would be given.

7.) Accidental Breeding

In the case of an accidental breeding then it is The Client responsibility to immediately notify The Breeder of the situation. Failure to do so will result in the accident being treated, and subject to the same penalties, as a non authorized breeding. If properly notified The Breeder may, at their sole desecration either,

- a) take possessions of the kittens, as soon as is reasonable, typically 12 weeks of age.
- b) offer to sell breeding rights if it is decided The Companion(s) and off spring are of suitable quality.

8.) Non-authorized Breeding

If The Breeder believes that a non-authorized breeding has occurred they have the right to request that The Companion(s) be examined by a veterinarian of The Breeder choice at the Breeder cost. If The Client refuses to allow The Companion(s) to be examined then it will be deemed that The Client has indeed been involved in non-authorized breeding.

If The Companion(s) has been used for non-authorized breeding The Client will be required at The Breeder sole discretion to surrender to The Breeder

- a) The Companion(s)
- b) all available off spring of The Companion(s) from any and all unauthorized litters with the clear understanding that they are the property of The Breeder. If the off spring have been sold or placed then The Client will supply a copy of all associated records including the full contact information of the owners of the kittens. The full amount the Client received for the kittens will be turned over to The Breeder.

Failure to do so will result in damages being assessed against The Client in favor of The Breeder at a minimum of \$1500 to upgrade from Pet to Breeder rights and a value of \$750 per kitten. If the number of kittens can not be ascertained then it will be assumed a minimum of four kittens were birthed and placed.

² congenital defect – individualized and spontaneous developmental mishap likened to an error in developmental blueprints by way of nature, not inherited occurring either at birth or through maturity.

³ genetic defect – inherited defect passed down from either sire or dam

9.) General Terms, Conditions and Disclaimers

- a. The Breeder can not be held liable for any damages, injury or disease caused by the Companion(s) regardless of the nature or cause of the damages, injury or disease.
- b. The Breeder assumes no liability for veterinarian costs or any other expenses incurred by The Client regardless of cause or reason. The Client agrees that any expense incurred by The Client are 100% the responsibility of The Client and under no circumstances can or will be transferred on The Breeder or any person or organization operating on behalf of The Breeder.
- c. If a replacement kitten is required then it is understood that it may take time to produce a litter and the specific kitten offered will be at the sole desecration of The Breeder.
- d. If a dispute arises that requires any form of legal mediation or the intervention then it is understood that the venue will be Hastings County, Ontario, Canada.
- e. If The Breeder is forced to seek legal remedy to enforce this contract then the costs associated with doing so will be covered by The Client.
- f. The Client is responsible to provide immediate veterinary care for any sign of illness or distress.
- g. The Companion(s) will be fed the diet recommended by The Breeder for a period of no less than one month from the date of this contract.
- h. To discuss whether to vaccinate The Companion(s) for FIP or FIV with their veterinarian as many hold the opinion these are more dangerous to indoor cats then they are of potential help to them.
- i. The Companion(s) will be neutered or spayed by a licensed veterinarian by the age of 7 months
- j. The Companion(s) will not under go any form of cosmetic surgery or be subjected to any surgery that would compromise the full use of its claws without the written consent of The Breeder.
- k. The Breeder has the right to use photos, emails or letters by The Client in advertising, including website advertising, for the promotion of Wildexpressions Bengals
- l. There will not be any monetary reimbursement for vet bills or replacement Companion(s).
- m. In the event of a problem with The Companion(s) or The Breeder, The Client agrees to try and work out a solution in private, and/or through other lawful means. Buyer agrees to never post or publish through any public media, any negative information about WildExpressions Bengals.

These conditions will exist for the life of The Companion(s) and failure to meet these conditions may at the discretion of The Breeder result in all warranties being void, the companion being repossessed or legal action.

Signature of The Client

Name of Person Signing

Date

This is simply to insure that you understand the terms and conditions and upon picking up the kitten each party will receive a dated and signed copy of the contract. Placing a deposit confirms your understanding and acceptance of the terms herein and is all that is required at this time.



Steven D. White

Authorized to bind Wild Expressions

Name of Person Signing

Date