

## BILL OF SALE / SALES CONTRACT FOR CAT OR KITTEN

THIS AGREEMENT made on the \_\_11\_\_ day of \_\_05\_\_, 2020\_\_\_\_ by and between:

**Buyer:**

Name: .....: Amie Woodson

Address: .....: 2921 Sorrel Lane Paso Robles, Calif 93446

Phone :.....: 7143498540 \_\_\_\_ Email: < [Gdrumgreg@yahoo.com](mailto:Gdrumgreg@yahoo.com) >\_\_

- AND -

**Seller:**

Name: .....: GIANT SAVANNAH AND BENGAL KITTENS

Address: .....: 132 St Georges Rd Ardmore, PA 19003

Phone: .....: (724) 461-5544\_\_\_\_ \_Email: ( [info@giant savannah and bengal kittens.com](mailto:info@giant savannah and bengal kittens.com) )\_

UPON PAYMENT of the sum of \$\_\_\_\_**950.00**\_\_\_\_ paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following kitten to Buyer:

Name of Kitten: <b>Cole -- Ref -F1 -- 006</b>	
Breed: <b>SAVANNAH CAT</b>	
Date of Birth: <b>02/17/2020</b>	Sex: <b>Male</b>
Registration # (if any):.....	
Sire Name: <b>Buller</b>	Sire Registration # (if any): .....
Dam Name: <b>Todler</b>	Dam Registration # (if any): .....
Bred by Seller? <b>" Yes"</b>	If no, name of breeder: Date acquired:
State of health: <b>"VET CHECKED"</b>	

**The parties accept and agree to be bound by the attached Terms and  
Conditions governing the purchase and sale of the Kitten.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Buyer



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\_\_\_\_\_  
Signature of Seller

05/11/2020  
\_\_\_\_\_  
Date

## TERMS AND CONDITIONS

### 1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of or expected to pay a full sum to the amount of \$ **950.00** with payment of the balance of \$ **00.00** due upon release of the Kitten to Buyer. The expected delivery date **05/13/2020**, or such other date as the parties may mutually agree. Payment of the Set Amount may be made by , cash, Money Order, or Bank Wire Transfers (Which Ever will be agreed Upon by Both Parties).

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Kitten if:

- (a) Buyer fails to complete the purchase of the Kitten for any reason, or
- (b) Buyer fails to pay the balance of the Purchase Price within **2** days of the agreed delivery date.

In either event, Seller shall be free to sell the Kitten to another party.

In the event that the Kitten is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's Amount paid will, at Buyer's option, be either **(i) refunded, or (ii) transferred to the next litter of Kittens.**

A boarding fee of \$ **9.00** per day will be charged for each day the Kitten is boarded by Seller past the agreed reservation date by both parties concern. (We Offer a Maximum Reservation of 20 Days free)

### 2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of the Kitten to Buyer.

### 3. Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Kitten and that Seller has full right and authority to sell the Kitten.
- (b) The Kitten is being sold free and clears of any lien, security interest, charge or other encumbrance.
- (c) The Kitten is in good health and free of communicable diseases at the time of this sale. Buyer has 7 days from the delivery date to have the Kitten examined by a licensed veterinarian, at Buyer's sole cost. If the Kitten fails the examination, Buyer may return the Kitten, with a written statement from the veterinarian, for a full refund. Failure by Buyer to have the Kitten examined within the 7 day period will nullify this warranty. If Buyer chooses to keep the kitten, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void.
- (d) This Guarantee does NOT cover allergies; Seller will NOT replace a cat due, abuse/neglect, or improper socialization. Buyer agrees that they are aware of this breed.

Breed, and understand and intend to have this breed as a pet. Buyer is responsible for all medical costs of their kitten after delivery has been done at Buyers specified address. This guarantee covers only the original Buyer and is not transferable.(No refunds will be given to second parties)

- (f) To ensure that Buyer does not euthanize the Kitten or take it to an animal shelter, Seller will take the Kitten back at any time during the cat's lifetime. Seller will not issue a refund or provide another cat to Buyer unless the cat's return was a result of any misrepresentation on the part of Seller with respect to the cat's health.

#### **4. Fitness of Purpose**

The kitten was bred as a companion animal, and Seller does not provide any warranty as to the kitten's fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes.

#### **5. Buyer's Representations**

Buyer represents to Seller that:

- (a) Buyer may or may not at his or her own free will have the kitten spayed or neutered at any time.
- (b) The kitten will reside with Buyer as companion pet to Buyer and Buyer's family.
- (c) Buyer will keep the kitten in an enclosed area of adequate size, and will not allow the kitten to roam at will. Buyer will not keep the kitten chained or tethered or permanently house the kitten in a kennel.
- (d) Buyer will provide the kitten with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies) when necessary.
- (e) Buyer is not acting as agent for any other person or business in the purchase of the kitten.
- (f) Buyer will not sell, give, or release the kitten to a pet shop, retail store, cat dealer, animal testing facility, research facility, or an agent for any such business or facility.
- (g) In the event Buyer sells the kitten to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

#### **6. Indemnity and Release**

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the kitten after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

#### **7. Limitation of Action**

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

#### **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of PA

## 9. Entire Agreement

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

\_\_\_\_\_  
Date

05/11/2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Buyer

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal stroke extending to the right.

\_\_\_\_\_  
Signature of Seller

### *Acknowledgement of Receipt*

I acknowledge that I have received the Kitten into my possession.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Buyer