

# Spice Bengals

Switzerland ([www.spicebengals.com](http://www.spicebengals.com))

## Contract of sale (This contract has 4 pages)

Between the breeder

Boris Ehret, Kneubühl 3, 6208 Oberkirch (LU), Switzerland - +41 79 293 86 75

Name, Adress, Telephone

called "**breeder**" in the following and

\_\_\_\_\_  
Name, Address,  
Telephone

called "**buyer**" in the following.

### §1: Object of sale:

The buyer purchases the following cat, male

Name: \_\_\_\_\_, Dob.: \_\_\_\_\_

Breed: \_\_\_\_\_, Color: \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

Microchip: \_\_\_\_\_

as breeder (unspayed)

### §2: Purchase price, passing of ownership

The purchase price amounts to Euro: \_\_\_\_\_, i.w. \_\_\_\_\_

- 1<sup>st</sup> rate: **1000,-€** (non-refundable Deposit)
- 2<sup>nd</sup> rate: (to pay before delivery \_\_\_\_\_, -€)

The ownership of the kitten will only go into the ownership of the buyer when the complete price is in the breeder's hand. The buyer needs to surrender the kitten to the breeder, if it is not paid in full right in time.

All shipping related costs at the expenses of the buyer!



#### §4: Engagement of the buyer and breeder's right of pre-emption

Until the breeder gets complete payment of the kitten, the registration of the animal will stay with the breeder. The buyer declares to keep the purchased animal under correct circumstances and to care for it, giving it love and lots of attention, to provide a proper sufficient medical care; especially in case of illness. Furthermore the buyer assures to have the animal vaccinated with all necessary vaccinations in the future. This cat or kitten will be kept indoors and not be allowed to roam freely outside.

Buyer is not allowed to keep this kitten in a cage or very small room!

- By change of residence, the buyer is bound to inform the breeder about the new residence as soon as possible.
- With death of the animal the buyer is bound to inform the breeder as soon as possible.
- A mating with another breed than Bengals is forbidden!
- Under no circumstances will this cat or kitten be sold, leased or given away, or sold to any pet shop, research laboratory or similar facility.
- Breeder is allowed to visit said cat/kitten at the buyers residence.

The buyer assures that he/she is purchasing the animal for his-/herself but not for any third party.

Buyer understands that some whole males have a tendency to spray and mark their territory. This male will be provided with an adequate living area to live in

The buyer assures not to sell/give away the animal without former agreement of the breeder to any third party. The breeder is to be contacted in time when it is clear to sell/give away the animal by forwarding all important info of a potential sale or gift contract.

When buyer is finished using this cat as a breeder, she is to be offered back to the seller.

The breeder has a right of pre-emption; the resale price for the animal is:

\* Age up to 8 months : ½ of purchase price

\* Age exceeding 8 months: ¼ of purchase price

\* If the breeder refuses to buy the male back, the **cat must be neutered before leaving the residence of the buyer!** This male is not to be sold again as whole/breeder.

\* If the breeder refuses to buy the male back – the cat **must be sold with a contract from the seller/same conditions like in this contract here!**

#### §5: Breeding restrictions:

\***Offspring** of this kitten can **only be sold for breeding and/or breeder/show with the written agreement of the breeder.** The right to keep offspring for the own breeding program/only at the residence of the buyer exists without restrictions.

\* The buyer has **always** to inform the breeder about planned breedings and litters of said cat/kitten. The breeder has the right to buy a kitten back.

\* The buyer agrees that no stud service will be done with this male unless written permission is received by the seller, Boris Ehret, with his signature.

\* Male will only be used with females who have screened HCM negative in the year prior to the mating. These females must be owned by the buyer unless written permission is given and signed by the seller, Boris Ehret. Buyer cannot switch ownership on a female to their name in order to give stud service to an outside girl and then back to original owner's name with intentions to deceive. This will be considered a breach of contract.

\* Buyer cannot switch ownership of this male to place him at another home. This will be considered a breach of contract.

\* Every **offspring** has to be **microchipped**.

\* Buyer agrees to give this cat a good and loving home. She will be kept up on all vaccinations and buyer will make sure that all medical attention and treatment is given if necessary.

\* Buyer agrees to take special care in placing kittens out of this cat. Buyer cannot sell or give or donate this cat or his offspring to a pet store, laboratory or any other similar facility.

### **§6: Contractual penalty clause**

If it is found that the buyer is not abiding by these conditions above, he will be surrendered to the seller at the buyers expense without a refund or the sum of 3000,- Euro has to be payed to the seller, over and above the original price for breach of contract each and every time the contract is breached.

### **§7: Final conditions**

All agreements that contain an alteration, addition or a specific form of these conditions of the contract as well as specific guarantees and agreements do need to be put in writing. The same applies for any change of this clause.

The inoperativeness of one or several provisions of said General Conditions does not affect the validity of the remaining provisions. In such case a provision is applicable which meets best the legal and economic aim of the inoperative provision. This does not apply in case complying with the terms of the Contract would constitute unreasonable hardship for one or both of the Parties.

This contract is legally binding to all parties involved. It applies only to the buyer and seller in this transaction and is non-transferable to other parties.

### **§8: Place of jurisdiction**

I have read and agree with all terms above. I also agree that if any legal action is to be taken, it will be done in the state of Luzern, Switzerland (sellers residence at this time) and at the buyer's expense.

### **§9: Special notes**

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Location, Date

\_\_\_\_\_  
Breeder

\_\_\_\_\_  
Buyer