



LAND OF BENGALS

Registered Bengal Cats - TICA
 www.landofbengals.com
 Land Of Bengals on Facebook.
 Phone: (201)744-1721 - sfarelo@gmail.com
 3202 29th CT. Stillwater, OK 74074
 Matthew & Sybid Jones

CAT/KITTEN PURCHASE AGREEMENT & HEALTH GUARANTEE

THIS AGREEMENT between the Seller, Land Of Bengals and the buyer:

Name: _____ . Email: _____

Street Address: _____ . Phone: _____

Description of the cat/kitten:

Name: LandOfBengals _____ DOB: _____/20____ Color: _____

Breed: Bengal. Sex: M F. TICA Reg#: _____ Intendent as: PET BREEDER

SIRE: CatsBen Edward Of Landofbengals DAM: LandOfBengals _____

Price: \$ _____ .oo. Deposit/Holding fee: \$ _____ .oo. Balance Due:\$ _____ .oo.

Arranged Delivery/Pick-up date of cat/kitten: _____

HEALTH GUARANTEE:

1. We pride ourselves in raising healthy, vaccinated, parasite-free kittens/cats. To the best of our knowledge, each of our cats/kittens leaves our cattery in good health. The kitten/cat has already been treated for internal parasites. The cat/kitten has also had the required vaccination series according to his/her age, excluding FIP vaccine and FELV vaccine.
2. Any cat/kitten shipped by air will come with an Oklahoma State Health Certificate stating it is in sound health upon arrival.
3. It is highly recommend having the cat/kitten examined by a licensed veterinarian within 72 hours of arrival. If it is found to be medically deficient with an untreatable or life-threatening problem, it must be reported to the seller immediately. A medical report signed by the examining veterinarian must be provided to the Seller prior to a replacement being made. Upon its return, it will be replaced with another cat/kitten of equal value. No cash refunds. The cat/kitten cannot be returned (for an exchange) after the guarantee period has expired and/or if it has been exposed to another cat which has not been currently tested for FeLV and FIP. There are no guarantees against FIP. It is the responsibility of the buyer to provide immediate veterinary care to any cat/kitten showing signs of illness or distress and failure to do so will render any guarantee null and void.
4. If you have other cats, we also require that you place the new arrival in quarantine during this time and follow the advice of your own veterinarian in regard to the length of the quarantine period. However, this quarantine period should be AT LEAST two weeks. Normal quarantine period is thirty (30) days. You, or your veterinarian, shall report to the Seller any medical problem within the guarantee period. Exposure to other animals of any species during this time will void this warranty.
5. If a cat/kitten dies within the guarantee period, despite medical treatment, a replacement will ONLY be given if a veterinarian certifies the cause of death. All veterinarian fees are the sole responsibility of the

S. Initials

B. Initials



- Purchaser. Said replacement will be made as soon as a suitable replacement becomes available.
6. If, for some reason, the kitten/cat dies, a necropsy report must be provided and signed by the laboratory pathologist indicating the cause of death, in order for the kitten/cat to be replaced. Negligence, on the part of the buyer, will not result in replacement (i.e. failure to pick up the kitten/cat from the airport in a timely manner, leaving the kitten/cat in an enclosed vehicle without proper ventilation, food, water, etc., or other acts of negligence on the part of the buyer).
 7. We do not recommend vaccinating this cat/kitten with the FIP or FELV vaccines. These vaccines are not proven to be void of risk. In particular, the FIP vaccine has NOT been proven to be safe. If FIP and FELV vaccine is given to the cat/kitten at any time, the entire health guarantee becomes null and void.
 8. This cat/kitten is guaranteed against congenital defects for 24 months from its birth date. Should the cat die within that time as a direct result of a congenital defect, the cat will be replace ONLY if an appropriate necropsy is performed by a licensed vet and a vet's certificate is provided as proof of cause of death. A replacement will be made of a cat of comparable quality and value, as available, at the discretion of the breeder. Due to the many factors involved in rearing and caring for this kitten that are beyond the control of the seller, there are no guarantees on fertility or temperament. This kitten is guaranteed against HCM until the cat is 24 months old.
 9. There are no guarantees given on future health, show achievements, or reproduction capabilities of cats/kittens sold with breeding rights. Seller verifies that there are no precluding reasons why a kitten/cat sold with breeding rights should be unable to produce/sire normal litters. If however, a kitten/cat sold with breeding rights is unable to sire/produce young after 2 years of age and several breeding attempts with proven, fertile cats, tests will be done at the expense of the new owner to determine fertility. If testing finds this cat to be sterile, due to a congenital problem such as malformation or absence of organs, the Seller will replace the cat/kitten with one of equal quality. The said cat will be returned to the Seller prior to sending a replacement kitten. Queens are not guaranteed if a proven male does not reside on premises. There is no guarantee against pyometra. The process of breeding is not to be taken lightly, and breeders must take measures to educate themselves on the subject. There are no guarantees against eventual developments of locketts or tail faults.
 10. We strongly encourage the buyer to continue raw feeding, and we encourage the buyer to ask us any questions to make sure the buyer has the proper balance once the buyer pick a food. We want the buyer to understand that if he/she feed kibble of any kind, the buyer is shortening the cat's lifespan.
 11. Optional pre-purchase exam: Buyer has the option of obtaining a health certificate and or blood panel test prior to completion of this sale. This is considered a pre-purchase exam and will be done at the Buyers expense. All charges must be paid prior to this exam and are non-refundable regardless of results. The pre-purchase exam is only available for buyers that pays the deposit

PURCHASER AGREES TO THE FOLLOWING:

1. Before signing, the purchaser has reviewed, asked any questions, and understood this contract.
2. This cat/kitten will receive excessive amount of tender loving care, will be fed the best possible diet, will receive substantial amounts of entertainment and activities, and will be treated with the utmost respect so that he/she may realize its full potential. This cat/kitten will be kept indoors and not be allowed to roam freely outside.
3. All sales are final. Under no circumstances will a cash refund be given at any point. Our Paypal or Zelle email address (sfarelo@gmail.com). If you pay via Paypal, please add the 4% transaction fee. Land of Bengals reserves the right at any time to refuse the sale of any kitten/cat. Land of Bengals Kittens and cats are the sole property of Land of Bengals and should be considered as such until the cat or kitten is in possession of buyer and the ownership contract has been signed by both parties.
4. Deposit: We require at least \$200.00 deposit per pet kitten/cat and a \$500 deposit per breeder kitten/cat. The deposit will be put towards the purchase of a kitten/cat and is non-refundable or



- transferable. Only if the last of the kittens/cats becomes unfit for sale will the deposit put towards another litter/kitten/cat of equal value as soon as one becomes available, at the discretion of Seller.
5. Holding Fees: A Holding fee is placed to hold a particular kitten/cat for a buyer. All holding fees are non-refundable. The minimum required 'Holding fee' is \$300 per pet kitten/cat and a \$600 deposit per breeder kitten/cat. Only if said kitten/cat becomes unfit for sale will the holding fee put towards another litter/kitten/cat at buyer choice.
 6. The balance for the kitten/cat is due before his/her delivery/pick up. If the kitten/cat needs to be ship/transported, the balance owed is due at least two weeks prior to the shipping date (including shipping if applicable) so that travel arrangements can be made. Any balance carried over 30 days is subject to 1.5% service fee and 18% APR.
 7. All Shipping costs are to be prepaid by the Buyer. Shipping costs include carry-on charges from the airport of Buyer's choosing to point of destination, an airline-approved carrier of suitable size. Buyer agrees to ensure the safe pick-up of this cat/kitten and will not permit said cat/kitten to be sent to an interim boarding facility. Doing so will void any health warranty.
 8. In the event the buyer decides not to take possession of said cat/kitten, the holding fee or deposit will be deemed non-refundable. A "Holding Time" exceeding 10 weeks of age must be negotiated up front and will be granted only under special circumstances to be discussed ahead of time at the signing of this agreement. In any event, this holding time shall not exceed 30 days beyond 10 weeks of age, unless Buyer agrees to pay board.
 9. In the event that the kitten/cat is not pick up by the buyer on "arranged delivery/Pick-up date" and/or the delay exceed 7 days, the buyer agrees to pay board on said cat/kitten at a boarding charge of twenty dollars (\$20.00) per day. Boarding charges are to be paid in full prior to the release of said cat/kitten to Buyer. Boarding charges are due and payable prior to shipping of cat/kitten. If boarding charges are not paid and/or the cat/kitten is not pick up between the 30 days after the "arranged delivery/Pick-up date", said cat/kitten will be considered abandoned and will revert to the ownership of Seller in lieu of payment of boarding charges.
 10. No replacement will be given for any cat that has been bred and produced a litter (purebred or otherwise). If there is a question of whether the cat has been used for breeding, Purchaser agrees to grant Seller full access to veterinarian and TICA records.
 11. The buyer assumes responsibility of all expenses incurred in relation to the cat/kitten after said cat/kitten leaves the possession of the Seller, as well as any expense incurred at the request of the Buyer before the cat/kitten leaves possession of the Seller. If for any reason the cat/kitten is returned to the Seller, buyer agrees to pay all expenses, including shipping costs, mileage and re-examination expense by Seller's veterinarian. This examination will include a complete 'viral panel' blood test for FELV, FIP and HIV viruses. If cat/kitten is returned to Seller for resale on behalf of the Buyer, the terms of this resale will be agreed upon under separate written agreement.
 12. This cat/kitten will NEVER be sold, transferred, leased, given away or surrendered, no to any pet shop, shelter/rescue, research laboratory or similar facility. If the buyer is unable to keep the cat, he/she must contact Sybid and Matthew who will assist them in rehoming the cat. This cat/kitten cannot be co-owned, sold, resold, or traded as a breeder. If this kitten/cat is resold to another individual, this contract is null and void.
 13. The cat/kitten may not ever be de-clawed or de-meowed. If it is discovered to be de-clawed or de-meowed, it will be immediately surrendered to Sybid Jones with shipping expenses paid by the buyer. If this cat/kitten is found to be neglected or mistreated, Purchaser will surrender said cat or kitten to Seller immediately.
 14. Under NO circumstances is this cat/kitten to be destroyed prior to approval by Seller. Failure to do so will render any guarantee null and void.
 15. If the cat/kitten is purchased as a Pet, the cat/kitten must be spayed/neutered by 6 months of age or 1 month after the purchase if he/she is already 6 months of age or older when he/she is purchased.



When Sybid Jones receives the spay/neuter certificate along with a picture of the surgery scar, the buyer will receive the TICA information for his/her registration papers. The cat is not to be bred from prior to spay/neuter.

16. The buyer of a cat/kitten purchased as a breeder agrees that, within 30 days of getting possession of the cat/kitten, will register the individual cat/kitten with T.I.C.A. using the prefix "LANDOFBENGALS" in the registered name (e.g. if the cat is named "Hope", its registered name would be "Landofbengals Hope". Failure of the buyer to register the cat/kitten is a breach of this contract, and upon default the cat/kitten will be returned to Land of Bengals within 30 days on demand at the expense of buyer.
17. The buyer of a cat/kitten purchased as a breeder agrees that if the cat/kitten is displayed on any websites, Facebook or advertising, whether buyer's, successors or other third parties websites or advertising, the buyer or other third party will prominently identify the cat/kitten by its full T.I.C.A.-registered name (e.g. "Landofbengals Hope"), and will prominently list "LAND OF BENGALS" and website (www.landofbengals.com) as the source of the cat/kitten. A default of this section is a breach of this contract, with damages difficult to ascertain, therefore buyer agrees that on default of this section, Land of Bengals is entitled to liquidated damages in the amount of \$5,000, and upon default the cat/kitten will be returned to Land of Bengals within 30 days on demand at the expense of buyer."
18. If this cat/kitten is purchased as a breeder, Purchaser agrees to breed this cat only with other Bengals. Failure to honor this will result in forfeiture of the cat and registration papers back to Land of Bengals.
19. Seller reserves the right to use photos already in the Seller's possession of any and all cats/kittens that are sold to the buyer in any and all advertising including Internet web-site advertising in the promotion of Seller's Cattery. Buyer agrees to allow the Seller the right to use his or her cat/kitten's photograph or name in future or existing advertising.
20. It is the purchaser's sole responsibility to comply with all municipal, state, and national laws in respect to this kitten/cat.
21. This is a legally binding contract. Legal jurisdiction required to uphold this contract will take place in the seller's current state and county of residence. If any single item on the contract is considered null and void, it shall not affect the remaining terms and conditions of the contract.
22. If this contract is breached in any way, Purchaser will owe the seller a fee of \$5,000 US for breach of contract to the Seller, Sybid Jones, over and above the original price each and every time the contract is breached. Once the contract is breached, Purchaser is to surrender the cat/kitten back to the Seller without refund and at the Purchaser's expense with signed Transfer of Ownership.
23. Purchaser agrees that if any legal action needs to be taken that all legal fees will be Purchaser's responsibility for both parties. Disputes will be settled between Seller and Purchaser privately and will not be aired in a public media including but not limiting to Yahoo Group lists and Facebook.
24. This contract is legally binding to both parties. It applies only to Purchaser and Seller in this transaction and is non-transferable to other parties. The buyer agrees to the terms and conditions, and to pay as stated. In the event of default, buyer will be legally liable for any reasonable attorney and/or collection fee and all related costs necessary to remit the entire balance to the Seller. Any legal fees, expenses, disbursements, and all other costs related to upholding this contract will be paid by the Buyer.
25. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

I AGREE TO THE TERMS STATED HEREIN

Seller: _____
Date: _____

Buyer: _____
Date: _____