

**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
Sybid Jones

CAT/KITTEN BREEDING RIGHTS CONTRACT & HEALTH GUARANTEE

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

Name: _____ . Phone: _____

Street Address: _____

State: _____ ZIP Code: _____ Email: _____

Description of the cat/kitten: Name: LandOfBengals _____ Sex: M F. DOB: _____/20____

SIRE: _____ DAM: _____ BREED: Bengal. COLOR: _____

Remarks: _____

Quoted price: \$ _____ Deposit/Payments: \$ _____ Balance Due: \$ _____

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. Any cat/kitten shipped by air will come with an Oklahoma State Health Certificate (at the buyer's expense) stating it is in sound health upon arrival.
2. Health is guaranteed for a period of 72 hours from the time the kitten/cat leaves the possession of the seller. To validate the health guarantee, buyer must take the cat/kitten to his/her licensed veterinarian (at Buyers expense) within this said time. If the cat/kitten is found after such examination 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 licensed veterinarian must be provided to the Seller prior to a replacement being made. Upon kitten/cat return, it will be replaced with another cat/kitten of equal value as available. No cash refunds. The cat/kitten cannot be exchanged after the guarantee period has expired and/or if it has been exposed to another cat which has not been currently tested for FeLV, FCoV and FIP. If the cat/kitten is returned to the breeder, the cat/kitten must be tested for FIP, FIV, and FeLV at Buyers expense. All vet bills are the sole responsibility of the buyer and Seller is not responsible for any veterinary bills or charges incurred on said cat/kitten after the cat/kitten had left her possession the first time. If the buyer does not have the cat/kitten examined within 72 hours this will null and void the health guarantees. All shipping expenses from the date of sale are the responsibility of the Buyer.
3. If you have other animal(s), we also require that you place the new arrival in quarantine during this time and follow the advice of your own veterinarian. The quarantine period should be AT LEAST two weeks. Normal quarantine period is thirty (30) days. Buyer shall report to the Seller any medical problem within the guarantee period and quarantine. Exposure to other animals of any species during this time will void this warranty.
4. It is the responsibility of the buyer to provide immediate veterinary care to any cat/kitten showing signs of illness or distress. Failure to do so will render any guarantee null and void. By signing this contract, the Buyer is also signing permission for his/her veterinarian to disclose any and all information pertaining to this cat/kitten and any and all information on other animals living with said cat/kitten to the seller. The Seller can ask which clinic/veterinary and email them a copy of this agreement to gain access, if need be. All veterinary fees are responsibility of the Buyer.
5. Negligence, on the part of the buyer, will result in the entire health guarantee becomes null and void (i.e. failure to pick up kitten/cat from the airport in a timely manner, non-compliance with quarantine, 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).
6. We do not recommend vaccinating Bengals with FIP or FELV vaccines. In particular, the FIP vaccine has NOT

S. Initials

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been proven to be safe. Buyer must request his/her veterinarian NOT TO USE Ketamine anesthesia for his/her Bengal. We recommend to research about poisonous flowers for Bengals. If FIP and/or FELV vaccine is given and/or Ketamine anesthesia is use, and/or the cat/kitten is exposed to poisonous flowers at any time, the entire health guarantee becomes null and void.

7. This cat/kitten is guaranteed against hereditary defects up to one year of age. Should a hereditary defect appear (unknown at time of sale) within this time a licensed Veterinarian must document it and the seller must be informed ASAP with the appropriated documentation. The Buyer, at this time, can request to exchange the say kitten/cat with another of equal value at the seller's first opportunity, the seller will replace the kitten/cat one time only. Should the cat/kitten die within his/her first year of age as a result of a fatal congenital defect (unknown at time of sale), said cat/kitten will be replace ONLY if the buyer did not reject the cat/kitten exchange (decided to keep the ill kitten/cat) and, if an appropriate necropsy is performed by a licensed veterinarian and a licensed veterinarian signed certificate is provided as proof of cause of death. A replacement will be made of a cat/kitten of comparable quality/value, as available, at the discretion of the breeder. 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.
8. There are no guarantees against FIP, FIPV, mutated form of the FCoV, or any other contagious illness, if said kitten/cat dies of any of those he/she will not be replaced. There are no guarantees given on future temperament, behavior, health, show achievements in any cat/kitten. We pride ourselves on socializing our kittens/cats, but we cannot predict how the kitten/cat will act after it leaves the familiar environment of our cattery and his/her littermates. This cat/kitten is not guaranteed against cosmetic faults, i.e. tail fault, locket, or color changes.
9. 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.
10. Seller guarantees that there are no precluding reasons why this kitten/cat sold with breeding rights should be unable to produce/sire litters, with the exception of problems caused by pyometria which the seller has no control over. If this kitten/cat is unable to sire/produce offspring by the age of 2 years, after being serviced by at least two proven studs or queens whichever the case, the Seller agrees to replace, one time only, the cat with a kitten of equal value. The Seller has the right to attempt to breed the cat at Seller's discretion before a replacement is given, for proof of infertility. Buyer must return said cat to Seller at Buyers expense, so the cat can be bred to determine infertility. If kittens are produced from the matting kittens will be the sole property of Sybid Jones and/or Land of Bengals. Buyer agrees to sign a breeding rights certificate for the litter and have no rights to the kittens produced nor will any money be due to the Buyer. If cat is found to be fertile then Buyer must pay all shipping expense to get the said cat back and no replacement is due. Queens are not guaranteed if a proven male does not reside on premises.
11. This Cat/kitten is sold as having breeding potential, it may only be mated to TICA registered Bengals or ALC's. Seller cannot guarantee positive breeding resulting in pregnancy due to be mate with an F1 or ALC. Also due to environmental and housing conditions could potentially cause fertility issues. There is a possibility that an SBT stud might not breed to an F1 female. Buyer understands producing offspring can be challenging and time consuming and therefore will not hold Seller accountable. The process of breeding is not to be taken lightly, and breeders must take measures to educate themselves on the subject.
12. Buyer agrees that no stud service on a Land of Bengals male or outside breeding on a Land of Bengals female is permitted. Buyer may only breed to their own Bengal females and studs and no breeding of co-owned cats either. No co-owns on Land of Bengals cats.
13. If Buyer decides he/she no longer wants the cat/kitten or retire it from their breeding program, Buyer must first offer the cat/kitten back to Sybid Jones at no cost except shipping expenses. If Sybid Jones/Land of Bengals passes on said cat/kitten Buyer must alter the cat/kitten before placing with anyone else. (No Exceptions) Proof of alter must be sent to Sybid Jones/Land of Bengals with photo of alter of said cat/kitten.
14. 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.
15. Optional pre-purchase exam: Buyer has the option of obtaining a health certificate, blood panel test, or an Optimal Selection Feline DNA 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 exams are only available for buyers that pays the deposit.

PURCHASER AGREES TO THE FOLLOWING:

16. Before signing, the purchaser has reviewed, asked any questions, and understood this contract.

S. Initials

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B. Initials



17. 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.
18. The quoted price on cats/kittens includes: TICA breeder slip for registration, all necessary vaccinations up to date, deworming complete, health records with a clean bill of health by a licensed veterinarian, health guarantee and breeder's kitten/cat lifetime support. Quoted price do NOT include shipping/delivery fees, pre-purchase exam(s), boarding fees and any other fees that might be agreed.
19. All sales are final. Under no circumstances will a cash refund be given at any point. Buyer may pay the quoted price, deposit, boarding, shipping cost and other fees by Paypal/Zelle (sfarelo@gmail.com), Cash app (\$Sybid), Venmo (@Sybid) and/or cash (we do not take checks). If you pay via Paypal, please add the 4% transaction fee. Seller reserves the right to refuse the sale of any cat/kitten at any given time until cat/kitten has been placed in their new home. If sale is refused, then any money paid on said cat/kitten will be returned and this contract will be null and void. Land of Bengals Kittens/cats are the sole property of Land of Bengals and should be considered as such until the cat/kitten is in possession of buyer.
20. Full payment includes but not limited to: quoted price, pre-purchase exam(s), shipping/delivery fees, boarding fees and any other fees that might be agreed.
21. We require at least \$1,000.00 deposit on all our kittens/cats to hold them or to be on Waiting List. Only if the last of the kittens/cats becomes unfit for sale will the deposit put towards another kitten/cat of equal value as soon as one becomes available, at the Seller's discretion. The order in how the cat/kitten will be picked by the buyers, will be the same order in which the deposits are received but before pet buyers. Deposits are non-refundable but may be transferable to another kitten only under special circumstances to be discussed ahead of time but no later than when the kitten reaches 2 months of age. We will not hold any kitten without a holding fee being placed. Deposit will go towards the quoted price of a kitten/cat.
22. All Shipping costs are to be prepaid by the Buyer. Shipping costs may include: cat/kitten's companion round trip tickets and pet's carry-on fee or cargo service charges by the airline from the airport of Buyer's choosing to point of destination; an airline-approved carrier of suitable size and veterinary's health certificate; or an agreed fee for pet's transportation. Buyer agrees to ensure the safe pick-up of this cat/kitten and will not permit said cat/kitten to be send to an interim boarding facility. Doing so will void any health warranty.
23. Full payment of all kittens must be done by the time they are 11 weeks old and for cats at least 15 days prior to the "arranged Delivery/Pick-up date". If Buyer changes the shipping/pickup date the balance of the kitten is still due by the original arranged. The kitten/cat must be picked up/shipped on the Arranged Delivery/Pick-up date. In any event, the Arranged Delivery/Pick-up date shall not exceed 13 weeks of age for kittens or 1 week after the written/verbal acceptance for cats, unless Buyer agrees to pay boarding. Boarding fee per day to be charged: \$10.
24. If the cat/kitten is not picked up/shipped between the 15 days from the original Arranged Delivery/Pick-up date; full payment is not made on time; and/or the buyer decides not to take possession of said cat/kitten, the cat/kitten will be considered abandoned. If the cat/kitten is considered abandoned, the buyer will be in breach of the contract, the deposit will be forfeited, and cat shall be resold. I am sorry to do this, but it makes me question the importance of the kitten to potential home it is going to if you don't have a good reason for not wanting it right away.
25. The buyer assumes responsibility of all expenses incurred in relation to the cat/kitten after it 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 at least 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. It is the purchaser's sole responsibility to comply with all municipal, state, and national laws in respect to this kitten/cat.
26. This cat/kitten will **NEVER** be sold, transferred, leased, give away or surrendered, no to a pet shop, shelter/rescue, research laboratory or similar facility. If the buyer is unable to keep the cat, he/she must contact Sybid Jones who will assist them in rehoming the cat. If this kitten/cat is resold to another individual, this contract is null and void.
27. 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.
28. Seller reserves the right to use photos of cats/kittens sold to the buyer in any or all advertising including website advertising in the promotion of Seller's Cattery. Buyer agrees to allow the Seller the right to use cat/kitten's photograph or name in future or existing advertising
29. No replacement will be given for any cat that has produced a litter (purebred or otherwise). If there is a question of whether the cat has been bred, Buyer agrees to grant Seller full access to veterinarian and TICA records.



30. The buyer agrees that, within 30 days of getting possession of the cat/kitten, will register the individual cat/kitten with TICA 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 (Sybid Jones) within 30 days of seller request and at the expense of buyer.
31. The buyer agrees that if the cat/kitten is displayed on any websites, Instagram, Facebook or any other 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 TICA 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.
32. Seller reserves the right to use photos of cats/kittens sold to the buyer in any or all advertising including website advertising in the promotion of Seller's Cattery. Buyer agrees to allow the Seller the right to use cat/kitten's photograph or name in future or existing advertising.
33. Buyer agrees to never post or publish publicly on the internet, or through any other media, any negative information about this cat/kitten, about Sybid Jones/Land of Bengals. Buyer agrees never to authorize anyone else to publish or post any negative information about the Sybid Jones/Land of Bengals. In the event of a problem with cat or Seller, Buyer agrees to try and work out a solution in private, and/or through other lawful means. Furthermore, if Seller sees anything on Buyer's website, Facebook, Instagram, or other places on internet that may have a negative effect on the Sellers reputation as a Breeder/ Seller will notify Buyer to remove it. Buyer must remove it immediately from date of notice. "Negative information" includes, but is not limited to: any health conditions the cat may have or has had, any disputes the Buyer has with the Seller, or any other negative business or personal information about the Cattery or the Seller. Buyer agrees that Seller reserves the right to own the copyright of any and all information posted by Buyer about Seller in any/all forms of media.
34. This is a legally binding contract 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. The legal jurisdiction required to uphold this contract will take place in the seller's current (at the moment of the breach) 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. In the event of default, buyer will be legally liable for any and all 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.
35. If this contract is breach in any way, Buyer will owe the seller a fee of \$5,000 for breach of contract to the Seller, Sybid Jones, over and above the original price each time the contract is breach. Once the contract is breached, Buyer must surrender the cat/kitten back to the Seller without any kind refund at the buyer's expense with signed Transfer of Ownership, and current health certificate by a licensed vet.
36. The Parties agree that any form of electronic signature, including but not limited to signatures via scan, may substitute for the original signature and shall have the same legal effect as the original signature.

I AGREE TO THE TERMS STATED HEREIN,

Sybid Jones

Date:

Buyer: _____

Date: