

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

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

CAT/KITTEN PET CONTRACT & HEALTH GUARANTEE

Name:	Phone:						
						· · · · · · · · · · · · · · · · · · ·	
	: Email:						
Description of the cat	/kitten: Name: LandOfBeng	als		Sex: M	F	DOB:	/20
SIRE:	DAM:	_ BREED: Bengal.	COLOR: _				
Quoted price: \$	Deposit/Payments: \$				_ Ba	lance Due: \$	
Notes and Arranged l	Delivery/Pick-up date of cat/	kitten:					

HEALTH GUARANTEE:

- We pride ourselves in raising healthy, vaccinated, parasite-free kittens/cats. All our breeders are tested for FIV, FELV, PCR, Pra-B, PK-Def and HCM. To the best of our knowledge, each of our cats/kittens leave our cattery in good health. The kitten/cat has already been treated for internal parasites and the required vaccinations according to his/her age, excluding FIP and FELV vaccine.
- 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. 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 FeIV 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 any and all health guarantees. All shipping expenses from the date of sale are the responsibility of the Buyer.
- 3. The buyer **must** place the kitten/cat in quarantine. The quarantine period should be AT LEAST 2 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 any and all warranties.
- 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. Buyer's negligence will null and void the entire health guarantee (i.e. failure to pick up kitten/cat from the airport in a timely manner, non-compliance with the quarantine, leaving the kitten/cat in an enclosed vehicle without proper ventilation, food, water, etc., 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 been proven to be safe. Buyer must request his/her veterinarian NOT TO USE Ketamine anesthesia for his/her Bengal. We also highly 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 congenital defects up to one year of age. Should a congenital defect appear



Registered Bengal Cats - TICA www.landofbengals.com - Phone: (201)744-1721 - sfarelo@gmail.com

(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 seller. 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. 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.

BUYER AGREES TO THE FOLLOWING:

- 11. Before signing, the buyer has reviewed, asked any questions, and understood this contract.
- 12. This cat/kitten has been purchased as **PET** only. The kitten must stay in the cattery until the age of 13-14 weeks. By that time the kitten will have the required vaccines, deworm and spay/neuter done.
- 13. The quoted price includes: TICA breeder slip for registration or certificate of registration/Transfer of Ownership, spay/neuter surgery, vaccinations and deworm up to date, microchip, 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.
- 14. 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.
- 15. <u>All sales are final</u>. 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 or Zelle (sfarelo@gmail.com), Cash app (\$Sybid), Venmo (@Sybid) and/or cash (we do not take checks). If you pay <u>via Paypal</u>, 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 the new home. If sale is refused, any money paid on said kitten/ cat 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.
- 16. 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.
- 17. We require at least \$500.00 deposit on all our kittens/cats to hold them or \$100.00 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 after buyer(s) of breeding rights. 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/cat without a deposit being placed. Deposit will go towards the quoted price of the kitten/cat.
- 18. All Shipping costs are to be prepaid by the Buyer. Shipping costs may include: cat/kitten's nanny plane round trip tickets, pet's fee in cabin from the sellers closets airport to the Buyer's airport; an airline-approved carrier of suitable size and veterinary's health certificate; or an agreed fee for pet's ground transportation.
- 19. <u>Full payment</u> must be done by the time they are 11 weeks old or 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 14 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.
- 20. If the cat/kitten is not picked up/shipped between the 15 days from the original Arranged Delivery/Pick-up date; full



Registered Bengal Cats - TICA www.landofbengals.com - Phone: (201)744-1721 - sfarelo@gmail.com

payment is not made on time; and/or the buyer decides not to take possession of said cat/kitten, the cat/kitten will be <u>considered abandoned</u>. 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.

- 21. 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.
- 22. 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.
- 23. 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 the seller 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.
- 24. 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.
- 25. The buyer agrees that, within 30 days of getting possession of the a) kitten, will register the individual 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"; b) cat, will submit the Transfer of Ownership and register the cat under his/her own name. In any case, the buyer shall send the proof of registration under buyer's name to the seller. Failure of the buyer to register/transfer the kitten/cat is a breach of this contract, and upon default the cat/kitten will be returned to seller within 30 days of seller request and at the expense of buyer.
- 26. The buyer agrees to add and keep the Seller as the emergency contact or secondary emergency contact in the microchip information of the cat/kitten during the cat/kitten lifetime.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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	Buyer:
Date:	Date: