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BENGAL KITTEN PET CONTRACT OF SALE

This Agreement (“Pet Agreement”) is entered into between Ekaterina Sablins (“Seller”) and PURCHASER NAME (“Purchaser”). _____
IN CONSIDERATION of the sum of \$ AMOUNT (“Purchase Price”), _____
Seller grants, conveys and transfers the following kitten (“Bengal Kitten”) to Purchaser.

DESCRIPTION OF KITTEN

Breed: **BENGAL**
Sex:
Sire:

Color:
DOB:
Dam:

Seller guarantees that the kitten/cat is purebred and eligible for registration in the International Cat Association (TICA)

PURCHASER AGREES TO THE FOLLOWING: Please initial all spaces.

By initialing the below terms, buyer agrees to abide by them. If buyer breeches ANY of the below terms of this contract all guarantees of this contract will be null and void.

All sales are final. No returns, refunds, or exchanges except what is outlined by the terms of this agreement.

_____ Kitten shall not be sold, leased, given away, abandoned to a shelter, pound, pet shop, research laboratory, humane organization, or any similar facility. If Purchaser is unable to care for the Kitten, Purchaser shall notify the Seller immediately. Purchaser shall use all reasonable effort to rehome the Kitten and Purchaser shall provide details (in writing) of Kitten's new owner to the Seller. **If for any reason at any time you do not want this cat/kitten, you will return this cat/kitten back to me free of charge.**

_____ Kitten shall be kept strictly indoors. Purchaser shall not allow Kitten to roam outside, unless Kitten is leashed and accompanied by a responsible adult.

_____ This kitten is sold as a quality pet/show cat. The kitten is sold already spayed/neutered. Buyer is responsible for completing and submitting the TICA registration papers for paying the TICA registration fee.

_____ Seller makes no guarantees as to the Kitten's temperament. We pride ourselves on socializing our kittens, but we cannot predict how the Kitten will act after it leaves the familiar environment of our cattery and its littermates. **It is Purchaser's responsibility to slowly transition Kitten to its new home.** Purchaser acknowledges that some kittens may take longer than others to adjust to their new surroundings. Purchaser must notify Seller immediately if kitten is not transitioning well into its new home (e.g. not using the litterbox, has diarrhea) so that Seller is made aware of any issues. If Purchaser has any health or behavior concerns about the Kitten, Purchaser must notify Seller of its concerns immediately. We cannot help you with these concerns if we are not aware of them. If more than 2 weeks have passed before Purchaser notifies Seller of these issues, Seller disclaims any liability of responsibility for these issues.

_____ Seller warrants that Kitten was fully litterbox trained when Kitten left Seller's premises. However, the new surroundings may confuse the Kitten and may result in improper elimination. Purchaser needs to ensure that Kitten knows where its new litterbox is located, and Seller recommends that Purchaser use the same type of litterbox and litter used at Seller's premises, to avoid confusing the Kitten.

_____ Purchaser agrees that it will feed Kitten the same food that Kitten was eating at the Seller's premises, and any changes to the Kitten's diet will be done gradually. Any sudden changes to the Kitten's diet may result in diarrhea.

_____ Purchaser shall take Kitten to Purchaser's veterinarian at least once every 12 months for annual physical examinations. Purchaser needs to ensure that a full physical examination (including, but not limited to, an eye exam, ear exam, auscultation) is undertaken. Purchaser shall make all reasonable efforts to keep in contact with the Seller, and keep Seller updated on Kitten's health.

_____ If this contract is breached in any way, Purchaser will owe the seller a fee of \$3,000.00US for breach of contract to the Seller, Ekaterina Sablin 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. Purchaser agrees that if any legal action needs to be taken that all legal fees will be Purchaser's responsibility for both parties and it will be held in seller's current state and county of residence. Disputes will be settled between Seller and Purchaser privately and will not be aired in a public forum including Yahoo Group lists and FaceBook or any other media.

Both parties agree that any disputes / issues related to the Kitten and to this contractual relationship are a private matter between the Seller and the Purchaser. Any issues and disputes must be resolved privately. Issues (including, but not limited to the Kitten's health issues, behavior issues, contractual issues) shall not be aired in a public and/or online forum including, but not limited to, any Yahoo Groups and Facebook under any circumstances, unless the prior written consent of the other party has been obtained. Any violation of this clause shall result in agreed upon damages of \$10,000.00 payable by the party publicizing the alleged dispute / issue. This sale is final and there are no cash refunds.

HEALTH RECORD

Vaccinated: **FVRCP at 8 weeks, 12 weeks, and then as recommended by your veterinarian Kitten negative for FELV/FIV**

Vaccine Used **See health record**

Dewormed: **See health record**

HEALTH GUARANTEE

Seller warrants that Kitten is sold in good health at the time Kitten leaves Seller's premises. Seller further warrants that Kitten has undergone a physical examination by Seller's veterinarian prior to Kitten leaving Seller (including, but not limited to, an eye exam, ear exam, auscultation), and that Seller was not aware of any health issues (including, but not limited to, upper respiratory infections, diarrhea) at the time Kitten leaves Seller's premises.

It is recommended to have the cat/kitten examined by a licensed veterinarian within 72 hrs of arrival. Purchaser shall provide Seller with proof of the examination upon Seller's request. Further, any questionable findings by the veterinarian shall immediately be reported, in writing, to the Seller. If the kitten is found to be medically deficient with an untreatable or life-threatening problem, it must be reported to the seller immediately. Upon its return, it will be replaced with another cat/kitten of equal value or half the amount (Seller's choice), as soon as a replacement is available. No cash refunds. The cat/kitten cannot be returned if it has been exposed to another cat which has not been currently tested for FeLV and FIV. **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. All veterinary expenses and return shipping-related expenses are the responsibility of the Purchaser.

There is no guarantees against FIP.

This Guaranty does not cover the death of a kitten from FIPV, (Feline Infectious Peritonitis Virus), a mutated form of the Feline Coronavirus (FCoV) , if said kitten dies of FIPV it will not be replaced. No Exceptions! We have no control of this horrible virus...

Purchaser agrees never to vaccinate this Kitten against FIP (Feline Infectious Peritonitis). The effectiveness of the vaccine has not been established and the vaccine can cause the disease. Failure to comply will void all health guarantees.

This health guarantee does not cover coccidia outbreaks. When a kitten goes into its new home, this can sometimes result in diarrhea/loose stools a few days after arrival. This is typically caused by the parasite coccidia. This is not a congenital problem and is not covered by our health guarantee. If your Kitten has loose stools, we recommend that your vet prescribe **Albon** for the Kitten. Please follow your vet's guidelines for dosage.

Health Guarantee:

This cat/kitten is guaranteed against congenital defects inherited by the parents and HCM for the first 12 months (Congenital Defects) and for the first 2 years (HCM) from the purchase date of the cat. Should the cat die as a direct result of a congenital defect or HCM, the cat will be replaced **ONLY!** Seller shall, as soon as one is available. Purchaser must provide the veterinarian or specialist's written report, confirming, in writing, that in their opinion, the Kitten has a congenital defect. Further, should Kitten die during this period as a direct result of a congenital defect (said congenital defect must be confirmed by two independent veterinarians, in writing), Seller shall, replace Kitten with another of like kind and quality (Seller's choice), only if an appropriate necropsy is performed by a licensed veterinarian and a veterinarian's certificate showing the congenital defect being the direct result of the cause of death is produced. All veterinary expenses and return shipping-related expenses are the responsibility of the Purchaser.

Multi-cat households: Seller's guarantee only covers the health of the Kitten. If Purchaser has a multi-cat / multi-pet household, and your other pets come down with health issues after Kitten is introduced, Seller, is not responsible for any veterinary expenses for your other feline(s) and pets, as we are not responsible for their health. Similarly, if Kitten comes down with health issue(s) after its introduction to the multi-pet household, we will be responsible only if your vet

certifies, in writing, that Kitten's health issues are congenital issues. It is Purchaser's responsibility to ensure that existing felines are up to date on all vaccinations and have been regularly checked by your veterinarian prior to introducing them to Kitten. It is Purchaser's responsibility to quarantine Kitten for at least fourteen (14) days of receiving the Kitten, if Kitten is going to a multi-pet household. Unless otherwise agreed to by the Seller, in writing, this provision of isolating the Kitten for at least 14 days is a strict requirement and Purchaser will void all health guarantees under this contract if the Kitten is not isolated for at least 14 days.

GOVERNING LAW

This Agreement shall be final and binding upon the Purchaser and Seller and shall be governed by the laws of the State of Maryland. Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Maryland. In the event of a dispute between the parties, the prevailing party shall be entitled to his/her attorney's fees and all costs and expenses associated with the dispute.

SELLER

NAME Ekaterina Sablin
SIGNATURE _____
DATE _____

BUYER

NAME _____
SIGNATURE _____
DATE _____
ADDRESS _____

PHONE _____
EMAIL: _____

PURCHASE PRICE _____
DEPOSIT: _____
SHIPPING EXPENSES: _____
TOTAL DUE _____