



Erik Crowell

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BENGAL KITTEN CONTRACT OF SALE

This Agreement ("Agreement") is entered into between Erik Crowell dba MARVELousBengals ("Seller") and «First_Name» «Last_Name» ("Purchaser").

IN CONSIDERATION of the sum of «Cat_Price» ("Purchase Price"), Seller grants, conveys and transfers the following kitten ("Kitten") to Purchaser.

DESCRIPTION OF KITTEN

Breed: **BENGAL** Color: «Color» Sex: «Sex»
Birthdate: «DOB»
Sire: «Sire» Dam: «Dam»

Purchaser has paid a non-refundable deposit of «Deposit» to hold Kitten for the Purchaser. The deposit shall be applied towards the Purchase Price, which is due and payable when the Kitten is collected, whichever is earlier. In the event the Seller is unable to sell Kitten to the Purchaser, for reasons including, but not limited to, the Kitten's mortality, Seller have the option of refunding the deposit or replacing the Kitten with a kitten of similar quality (Seller's choice). Seller shall have 12 months to provide a replacement kitten to the Purchaser.

Purchase Price includes the cost of shipping the Kitten by air cargo (\$450.00). Seller warrants that Kitten is healthy and in good condition at the time he is shipped to Purchaser, as evidenced by the veterinarian's health certificate, which shall accompany Kitten. Seller is not responsible for any injury or damage to the Kitten after Kitten is left with the airline.

Unless otherwise agreed between the parties, Purchase Price includes the cost of the deposit of \$150.00 to Pet Jet Pals, for delivery of the Kitten in cabin by a Pet Jet Pals pet nanny. Purchaser is responsible for paying the balance of the delivery fee to the pet nanny in cash when Kitten is delivered. (Note: The delivery fee varies depending on the Purchaser's location. Seller will notify Purchaser of the fee once Seller obtains this information from Pet Jet Pals). Seller warrants that Kitten is healthy and in good condition at the time Kitten is handed over to the pet nanny. Seller is not responsible for any injury or damage to the Kitten after Kitten is left with the pet nanny.

TERMS AND CONDITIONS

Purchaser acknowledges that it has been provided with a copy of MARVELousBengals Kitten Care Sheet and that Purchaser has read and understood the contents of the Care Sheet. Purchaser further agrees that Purchaser will follow all the important guidelines and suggestions outlined in the Care Sheet, since Purchaser's failure to do so may lead to adjustment issues with Purchaser's Kitten. Purchaser further agrees that it will review the care sheet prior to contacting Seller with behavior issues, since this issue may be covered by the Care Sheet.

- (1) Kitten shall be kept strictly indoors. Purchaser shall not allow Kitten to roam outside, unless Kitten is leashed and accompanied by a responsible adult.
- (2) Kitten is sold only as a pet. Purchaser shall spay or neuter Kitten between 3 months and 10 months of age.

Kitten shall not be shown at a cat show without the prior written consent of the Seller. Purchaser further warrants and agrees that Kitten shall not be used for breeding purposes. In the event Kitten is found used for breeding, Seller shall be entitled to receive an additional payment of \$10,000.00 (representing agreed upon damages sustained by Seller as a result of Purchaser's breach of this clause), within 7 days of written demand being made upon the Purchaser.

- (3) 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.
- (4) Purchaser shall care for the Kitten with a proper diet, housing, health and general care, including maintaining up to date vaccines and proper parasite prevention. Purchaser agrees to never declaw Kitten. Declawing the Kitten will automatically void all health guarantees in this Contract. If, in Seller's opinion, Kitten is neglected or mistreated, Purchaser shall surrender Kitten to Seller unconditionally. "Neglect" or "mistreatment" shall include, but not be limited to, leaving Kitten alone without human companionship for periods in excess of 72 hours, lack of proper sanitary facilities, lack of proper veterinary/medical attention, food or water, physical abuse. Any and all fees associated with the recovery of Kitten shall be paid by the Purchaser, including, but not limited to, any and all court costs and attorney's fees.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) Seller shall provide the registration papers for the Kitten to the Purchaser within a reasonable time of Purchaser's presentation of a veterinarian's certificate of spaying or neutering of the Kitten.
- (9) This sale is final and there are no cash refunds.
- (10) 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.

HEALTH RECORD

Vaccinated FVRCP at 8 weeks, 12 weeks (unless Kitten is collected earlier, then FVRCP is due at 12 weeks), and then as recommended by your veterinarian
Kitten tested 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. **However, the stress from the change in environment (especially if the Kitten is shipped) may cause the Kitten to "break" with an infection, even though the Kitten showed no clinical signs of an infection when it left Seller's premises. This is why it is important for the Kitten to be checked within five (5) business days of receipt.**

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.

Unless otherwise agreed between the parties in writing, the Purchaser has **five (5) business days of receipt of the Kitten** to have Kitten examined by Purchaser's veterinarian. **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 a terminal or life-threatening problem, Seller shall refund the Purchase Price in full or replace Kitten with another of like kind and quality (Seller's choice), as soon as a replacement is available. All veterinary expenses and return shipping-related expenses are the responsibility of the Purchaser. **Seller's health guarantee shall be null and void if Kitten is exposed to other animals within the first fourteen (14) days of Purchaser receiving the Kitten OR if Kitten is not examined by Purchaser's veterinarian within five (5) business days.**

Kitten is guaranteed against congenital defects for a period of twelve (12) months after the date of birth. If the Kitten is found to have a congenital defect within these twelve (12) months, Seller shall refund the Purchase Price in full or replace Kitten with another of like kind and quality (Seller's choice), 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 refund the Purchase Price to Purchaser or 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.

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. Seller recommends **AGAINST** the use of Ketamine as anesthesia. There have been reports of bengals dying with the use of Ketamine as anesthesia. Isoflurine has proved to be a much safer anesthesia for bengals. Please discuss this with your vet.

RETURN POLICY

If Kitten needs to be returned for reasons other than kitten health-related problems (including, but not limited to, pet conflicts, human allergies), a 50% refund of the Purchase Price (excluding shipping costs, which are also the sole responsibility of the Purchaser) shall be returned to Purchaser, and only after Kitten is determined to be in good health. **Kitten may not be returned after the 5-day health guarantee period or if Kitten has been exposed to another kitten, cat or other animal, if Kitten is allowed outside or if Kitten was not housed in a clean and safe environment.**

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.

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 Virginia. Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Virginia. 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.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on this day of _____.

Seller:

Purchaser

_ Erik Crowell

«First_Name» «Last_Name»