

CazpurrBengalscats PET Bengal Kitten Sales Agreement

This Agreement ("Pet Agreement") is entered into between LD Johnson dba Cazpurrbengalscats ("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: Bengal Brown spotted M or F
DOB _____ Sire: _____ Dam _____

Purchaser has paid a non-refundable deposit of \$300.00 on Date to hold Kitten for the Purchaser. The deposit shall be applied towards the purchase price, Amount due which is due and payable on or before 10 week date, or when the Kitten is collected, as long as date the kitten is picked up within 14 days of 10 week date. 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. TERMS AND CONDITIONS Deposits are non-refundable. This agreement is made for our mutual benefit to protect the purchaser and the breeder, as well as to clear the conditions of purchase. Our kittens are guaranteed to be of good health at the time of sale. This kitten is guaranteed to be healthy and free of disease and other health conditions originally present at the time of leaving Cazpurr Bengals Cattery (unless otherwise indicated and agreed on by Buyer and Seller). The general health guarantee period is 72 hours from take home date. Stress related health conditions are not part of this health guarantee and will not be covered. You must have the kitten examined by a certified veterinarian within 72 hours (or 3 business days) of receiving the kitten. Kitten must remain quarantined from other pets until first vet check. Please note that failure to do this will render all guarantees null and void. Optionally, and at the expense of Buyer, Buyer may request that Seller have vet check done prior to leaving. If an illness occurs during the 72 hour guarantee period, the breeder must be notified immediately. If the kitten is found to be medically deficient from a problem originally present on take home date, the kitten is to be returned to Seller for treatment and will be returned to Buyer as soon as possible after deemed healthy by Seller or Sellers vet. In the event of an un-treatable or life-threatening condition, Seller will replace kitten/cat with one of equal value as soon as one becomes available. Replacement kitten/cat is to be chosen by Seller, not Buyer. The costs of shipping a replacement and/or return of the kitten to Seller/Buyer is the sole responsibility of Buyer. Under NO circumstances will there be given a cash refund for kittens or cats purchased. Further, we guarantee all kittens for a period of twelve months against genetic or congenital defects that cause death. If during this time your kitten dies and your veterinarian finds it to be genetic or congenital defect, a Necropsy test result from your veterinarian stating cause of death will be required for a replacement kitten. Under NO circumstances will there be given a cash refund for kittens purchased. If Linda Johnson is no longer breeding cats then a replacement kitten will not be provided. This kitten has been sold as a household pet at the above price, but can be shown in Alter/Household Pet, however there are NO guarantees on show wins. IF FOR ANY REASON, THE BUYER CANNOT RETAIN OWNERSHIP OF THE KITTEN, THE BREEDER REQUESTS NOTIFICATION, SO THAT THE BREEDER MAY ASSIST IN PLACING THE KITTEN INTO ANOTHER HOME. UNDERNO CIRCUMSTANCES IS THIS KITTEN TO BE RESOLD OR GIVEN TO A SHELTER OR SIMILAR FACILITY. (page 1 of 2) Cazpurr Bengals Sales Agreement 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. The Seller has the right to take back the above said cat/kitten with all paperwork and, offspring, if any. Buyer may be fined \$1,500 up to \$5,000 per breach, each and every time a breach occurs. Buyer Shall Pay all Court Cost and Legal Fees Incurred by the Enforcing of this Contract. Buyer Agrees:

_____ Buyers agree to keep your kitten/cat on Nu-Vet supplements for the warrantee of the kitten. It is the best way to make sure your kitten gets all the nutrition it needs to develop and live a long life. Please call 800-474-7044 and give them the order number 66479 for the kitten powder.

_____ Seller recommends AGAINST the use of Ketamine as anesthesia. There have been reports of Bengals dying with the use of Ketamine as anesthesia. (Never waking up) Isoflurane has proved to be a much safer anesthesia for Bengals. Under no circumstances will a replacement kitten be given or any cash back.

_____ After acceptance of a particular kitten buyer needs to pay 1/2 down on the balance. The rest of the balance will be due 2 weeks prior to pick up of your kitten.

_____ You must have the above said kitten examined by a certified veterinarian within 72 hours (or 3 business days) of receipt of said kitten, unless otherwise agreed on by seller.

_____ That under NO circumstances will there be CASH or any monetary reimbursement for vet bills or replacement Kitten if the instructions in the contract are not followed.

_____ That kitten or cat is never to be resold or surrendered to a shelter or similar facility.

_____ To provide immediate medical care if the kitten shows signs of illness or distress.

_____ To spay or neuter kitten by six (6) months of age and provide seller with proof. No registration paperwork will be given until proof of spay/neuter is provided to seller by buyer.

_____ Not to breed the above said kitten or cat.

_____ Buyer understands and agrees that certain conditions such as coccidiosis and upper respiratory illness can arise due to stress from change and/or other cats/kittens in buyers home and are not part of the health guarantee.

_____ Breeder is not liable for any contagious illness (FELV, FIV, Rhino, etc) once the kitten leaves cattery, if not present on take home date of kitten. The only exception is FIP is covered for 6 months after take home date. (please see attached information on FIP)

_____ Although we make every effort to prevent parasites, Breeder is not liable for any parasite infection, even if present prior to placement or at the time of placement of the kitten.

_____ That the breeder CAN NOT guarantee there will be no changes of color, contrast, pattern, features or size of the above said kitten. Cosmetic or any non-life threatening defects are not covered.

_____ That the deposit submitted on above said kitten is NON refundable, unless kitten dies prior to leaving Cazpurr Bengals or Linda Johnson decides to cancel sale to Buyer. Linda Johnson reserves the right to cancel sale at any time prior to taking kitten home, for any reason.

_____ To allow Cazpurr Bengals to personally or to have their own veterinarian examine your kitten/cat, look at necropsy results, examine records, or contact your veterinarian for information to be able to guarantee replacement of above said kitten/cat.

_____ The terms of this contract and any business dealings between Cazpurr Bengals and Buyer shall remain confidential. Never is any negative information such as disputes or health status of kitten to be posted publicly on the internet or elsewhere.

Please see my information on Vaccinations that can be found on my site. I will vaccinate if you wish but I do not recommend them. Kitten's parents have all been tested negative for FELV/FIV. Parents are also HCM, PK, PRA tested. Kittens are Dewormed with Pyrantel. 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 three (3) 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. Unless otherwise agreed between the parties in writing, the Purchaser has three (3) 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 three (3) 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 replace Kitten with another of like kind and quality (Seller's choice), as soon as one is available not to exceed one year. 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), 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. Initial _____ Congenital defects do not include heart murmurs. Heart murmurs can be common in animals and are not life threatening. Kittens can grow out of heart murmurs by age 6-12 months. If the kitten still has a grade 3/6 heart murmur at the age of 12 months old and ECH (purchasers expense) is preformed and the cardiologist diagnoses the kitten with a terminal case purchaser must notify seller immediately to discuss possible kitten replacement. Kitten can still live a nice long productive life. Initial _____ In as much as the below signed understands and accepts these terms and conditions, they are aware of the penalties to be incurred by violation of this contractual agreement. They are aware that this contract is a legally binding contract by law in the state of Arizona. They are aware that interstate litigation is within the expenses to be absorbed in full by the BUYER in question at the time of purchase. This is considered to be effectual and enforceable; all disputes will take place in the state of Arizona and in the Courts under Arizona Law. If any terms of this contract

should become unenforceable, the remainder of the contract shall remain enforceable. If Buyer or Seller commences any legal action as a result of this contract, Buyer agrees that the place of venue for such action shall be the state of Arizona. Any legal fees incurred in upholding this contract will be paid by the Buyer. This contract is legally binding to all parties named within and applies to only the buyer and the seller named below and is not transferable to other parties. If the buyer sells cat/kitten to a 3rd party, the health contract is Null and Void, however the spay/neuter agreement is still applicable. If this contract is not followed or broken in any way a fee of 5,000.00 will be due to Cazpurr Bengal Cats. No Exceptions! This is a full contract, all the conditions are in writing and signed by the buyer. No other agreements implied or verbal would apply. I HAVE READ AND FULLY UNDERSTAND THE STIPULATIONS OF THIS CONTRACT. Buyer Signature _____ Date: _____
Seller Signature _____ Date: _____ The Above named
SELLER and BUYER have executed the foregoing contract of sale on this _____ (day) of
_____ (month), 2021.