**Palmetto Bengals**

 **2023**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has read and understood the contents of the Care Guide as posted publicly on** [**www.palmettobengals.com**](http://www.palmettobengals.com) **or will read it when given at delivery. Purchaser further agrees that Purchaser will follow all the important guidelines and suggestions outlined in the Care Guide, 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.**

**No holding chosen kitten without a deposit. Deposits are to be made via Venmo Or Cash App. This means the kitten is not yours unless a deposit has been made on him or her. (You Will Be Sent A Receipt of Deposit) If a deposit is made and a date & time is set. We will meet new owners in person with kitten and exchange the remaining balance at that time. We allow one reschedule on delivery. But it is not reasonable to keep postponing the delivery of said kitten. Deposits are non-refundable but are transferable to a future litter. We understand scammers are out there. It can be scary to send money online. How Ever it is scary for us as well to hold a kitten in vain and miss potential homes or to travel and no one be on the other end. (Yes This Has Happed!)**

**Your Bengal shall l be kept strictly indoors. Purchaser shall not allow** **their Bengal to roam outside, unless Bengal is leashed and accompanied by a responsible adult.**

**Your Bengal 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 Bengal Cat, Purchaser shall notify the Seller immediately. Purchaser shall use all reasonable effort to rehome the Kitten and Purchaser shall provide details of Bengal Cats new owner to the Seller.**

 **Purchaser shall care for the Bengals with a proper diet, housing, health and general care, including maintaining up to date vaccines and proper parasite prevention. Purchaser agrees to never declaw your Bengal. If, in Seller’s opinion, If your Bengal is neglected or mistreated, Purchaser shall surrender the Bengal to Seller unconditionally. “Neglect” or “mistreatment” shall include, but not be limited to, leaving your Bengal 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 Bengal shall be paid by the Purchaser, including, but not limited to, any and all court costs and attorney’s fees.**

 **We pride ourselves on socializing our Bengals, but we cannot predict 100% how the Bengal will act after it leaves the familiar environment of our cattery and its littermates. It is Purchaser’s responsibility to slowly transition Bengal to its new home. Purchaser acknowledges that some Bengals may take longer than others to adjust to their new surroundings. Purchaser must notify Seller immediately if Bengal 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 Bengal, 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.**

**PERSONALITY PER REQUESTS**

**More Often Than Not We Are Asked For Certain Personalities. We do try to accommodate them to the best of our ability. Please understand that we are Breeders NOT Professional Animal Trainers. We can only do so much to please our buyers. These are some examples of requests that are made and can be done. If your particular personality request is not mentioned please feel free to ask us and it will be added to your personal contract if desired.**

 **\*\*\*Each Bengal has their own personality and we do try to give the buyer what they asked for. If a “Sweet and Social Disposition” was asked for than the Bengal kitten should arrive as such.**

**\*\*\*If Buyer is buying a “Playmate” for a existing pet, Please allow them both to warm up to each other. Playmates for existing pets if allowed will prefer their playmate first, owner second. To try to reverse this keep them separated and have them bond to you then the existing playmate.**

**\*\*\*If a Bengal is requested as a gift for a “minor child” your Bengal will be cared for and socialized as much as possible by our minor children. We do not ever recommend leaving your child alone with your new baby Bengal as accidents could occur either way. Seller is not responsible for any accidents that may happen between them.**

**\*\*\*Therapy Pet Bengal Request are taken seriously and seller will encourage the buyer to take sellers choice over at times the one they like best in photos. This is because we are with each of them 24/7 and can tell if that kitten would be more suitable for a therapy pet than possibly what is being seen through select photos or videos.**

**\*\*\* “A Beautiful Companion Pet For Company” Could Mean A Few Different Types of Personalities. Most of the time we understand this to mean that they do not need to be cuddly but more on the loyal side.**

**Point being to personality clause is to PLEASE BE SPECIFIC and dedicated to achieving each of these goals after your baby Bengal has arrived by following our guidance.**

**DIET**

 **Purchaser agrees that it will feed Bengal the same food that Kitten was eating at the Seller's premises, and any changes to the Bengals diet will be done gradually. Any sudden changes to the Bengals diet may result in diarrhea. For bonding we encourage the owner to hand feed with a spoon the first week or two.**

 **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 the Bengals health.**

 **Seller shall provide the registration papers for the Bengal to the Purchaser within a reasonable time up to a year after spay OR neuter. This is only if it was agreed to prior to purchase. If they are wanted at the time of delivery that can be arranged to.**

**Deposits AND Payments are non-refundable but they are transferable to a kitten of the SAME price. NO CASH REFUNDS ALL SALES/ADOPTION FEES ARE FINAL. WE WILL NOT BUY BACK OR TAKE BACK THE KITTEN FOR SAFETY RISKS TO OUR OWN FUR BABIES. But we will help you re-home them.**

**HEALTH GUARANTEE**

**Seller warrants that Kitten is sold in good health at the time the Bengal leaves Seller's premises. However, the stress from the change in environment (especially if the Bengal is shipped) may cause the Bengal to “break out” with an infection, even though the Kitten showed no clinical signs of an infection when it left Seller’s premises.**

**This health guarantee does not cover coccidia outbreaks. When a** **Bengal moves 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 Bengal has loose stools, we recommend that your vet prescribe Albon for the Bengal. Please follow your vet’s guidelines for dosage.**

 **We guarantee our kittens to be in good health to the best of our knowledge. Kitten may be severely stressed by the change in their environment. Minor problems such as diarrhea, coccidiosis, wormy stool, etc., may occur and must be treated. Do to travel seller is not responsible for any kind of parasites such as fleas, mites, giardia or worms or upper raspatory infections due to the fact they can contract those during travel. These conditions are the responsibility of you, the buyer, and should be checked by a veterinarian. Minor health problems that can be cured by medication or surgery are not covered by any guarantee. Please allow your kitten plenty of safe alone time to settle and feel comfortable up to a week if needed. Avoid loud noises, travel and outings during this time. If kitten is stressing vocally try soothing by petting first then when she allows pick them up. This is the best way to gain trust along with hand feeding. Your kitten is guaranteed until one year of age against fatal and life altering congenital diseases which adversely affect the health of the animal. This does not include FELV/FIV which can be contracted many of ways out of the sellers control after leaving. For any reason a congenital disease does arise in the allowed time frame your kitten will be replaced. We do not give cash refunds at anytime for any reason for the financial safety of our program not our own pockets.**

**Any and all at home or online health/dna test kits are not guaranteed to be 100% accurate so we do not and will not cover them.**

**Unless otherwise agreed between the parties in writing, the Purchaser has three (3) business days of receipt of the to have Bengal 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 Bengal is found to be medically deficient with a terminal or life-threatening problem, Seller shall replace Bengal with another of like kind and quality 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 is exposed to other animals within the first fourteen (14) days of Purchaser receiving is not examined by Purchaser’s veterinarian within three (3) business days.**

**Bengal is guaranteed against life threating congenital defects for a period of twelve (12) months after the date of birth. If the Bengal is found to have a congenital defect within these twelve (12) months. Breeder will replace Bengal 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), We will replace Bengal 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.**

**Health guarantee does not cover “Cat Scratch Fever” and or diseases that may or may not have been caused by your cat or kitten scratch or bite. If this was to ever happen.**

**Discounted and Replacement kitten(s) leaves with absolutely no guarantee! No Cash Refunds, No Exchanges, No Buy Backs. NO EXCEPTIONS**

**Privacy disclosure**

 **Purchaser agrees to not post any problems if any arises or concerns about their Bengel baby and make negative comments, bad reviews or derogatory statements against the buyer. This includes but not limited to Google, Facebook, Facebook groups, Twitter, Instagram, Snapchat and any other social or news media site. If Any defamation of character and or slander is to arise legal actions can be made.
Seller needs at least 72 hours to respond and take action in a problem that may arise. Buyer agrees to keep all disputes if any ever arise private.**

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Photo Release**

**Buyer agrees to a photo release with full copyright to all pictures sent shared or received to breeder of the picture that has the kitten in it. Circle one Yes or No
Unless otherwise noted.**

**We pride ourselves in raising some of the most healthy and beautiful Bengal Cats one could possibly see or have the opportunity of owning. During this time there has been a significant amount of Investments made in raising & producing your kitten. We have provided photographs and or videos suitable for sharing and we love to see that. Purchaser has the right to use these videos or images for their personal or promotional use Including but not limited to advertising.**

**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 South Carolina. No reversal of any electronic payments are to be made made. Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of South Carolina. 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 the day Your Palmetto Bengal was Received.**

 **Buyer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 06/05/2023 Breeder: Ashley Griffin Camilo Flores**