



MapleBengals Cattery  
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## BENGAL RETIRED CAT CONTRACT OF SALE

### 退休种豹猫购猫保障协议

This Agreement (“Pet Agreement”) is entered into between MapleBengals Cattery (“Seller”) and \_\_\_\_\_ (“Purchaser”).

IN CONSIDERATION of the sum of CAD\$ \_\_\_\_\_ (“Purchase Price”).

Seller grants, conveys, and transfers the following kitten (“Bengal Kitten”) to Purchaser.

本协议（“宠物豹猫购猫保障协议”）由 \_\_\_\_\_ MapleBengals豹猫猫舍（“卖方”）和 \_\_\_\_\_（“买方”）签订。

卖方以一共CAD\$ \_\_\_\_\_（“购买价格”）将以下小猫（“孟加拉小猫”）授予、转移和转移给买方。

This Agreement is written in both Chinese and English. Both versions shall be given equal effect in accordance with internationally accepted principles of interpretation of multi-lingual texts. In the event that there is any inconsistency between the Chinese and English versions of this Agreement, the English version shall prevail.

本协议以中文和英文书就。两种文本应根据国际通行的多语言文本解释的原则具有同等效力。

如果本协议的中文版和英文版有任何不一致之处，应当以英文版为准。

### **1. DESCRIPTION OF CAT/ 豹猫概述:**

The Breeder accepts to sell, and the Purchaser accepts to purchase the cat that corresponds to the following description("cat"):

繁育人接受出售，买方接受购买符合以下描述的豹猫：

Breed/品种:  
Sex/性别:

Bengal/孟加拉豹猫

Colour and pattern/颜色和花纹:  
Date of Birth/出生日期:  
Mother/母亲:  
Father/父亲:  
Microchip/芯片:  
Price/价格:  
Deposit/定金:  
Balance payable/应付余额:  
Sterilized/绝育: Yes/已绝育

**Seller guarantees that the cat is purebred and registered at International Cat Association  
(TICA)**

**卖家保证小猫/猫是纯种的并且有资格在国际猫协会（TICA）注册**

By initializing the below terms, Purchaser agrees to abide by them. If Purchaser breaches ANY of the below terms of this contract all guarantees of this contract will be null and void.

通过首字母签名以下条款，买方同意遵守这些条款。如果买方违反本合同的以下任何条款，则本合同的所有保证均无效。

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

所有销售都是最终的。除本协议条款规定的内容外，不得退货、退款或换货。

**2. CLAUSES FOR THE ADOPTION/领养条款:**

- 1) \_\_\_\_\_ This cat is sold as a Retired Cat. The cat is already spayed/neutered, checked by our veterinarian, and treated for fleas and ticks.  
这只猫作为退休种猫出售。这只猫已经绝育，已由我们的兽医检查，并驱虫。
- 2) \_\_\_\_\_ Cat shall be kept strictly indoors. Purchaser shall not allow the cat to roam outside, unless the cat is leashed and accompanied by a responsible adult.  
猫应严格关在室内。买方不得让猫在外面游荡，除非猫被拴好并由负责的成年人陪同。
- 3) \_\_\_\_\_ Cat 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 cat, Purchaser shall notify the Seller immediately. Purchaser shall use all reasonable effort to rehome the cat and Purchaser shall provide details (in writing) of cat new owner to the Seller.

**If for any reason at any time you do not want this cat, you will return this cat back to me free of charge.**

不得将小猫出售、出租、赠送、遗弃到收容所、收容所、宠物店、研究实验室、人道组织或任何类似设施。如果买方无法照顾猫，买方应立即通知卖方。买方应尽一切合理努力重新安置猫，并且买方应向卖方提供猫新主人的详细信息（以书面形式）。**如果买方在任何时候出于任何原因不想要这只猫，买方将免费将这只猫还给卖方。**

- 4) \_\_\_\_\_ Seller makes no guarantees as to the Cat temperament. We pride ourselves on socializing our cat's, but we cannot predict how the cat will act after it leaves the familiar environment of our cattery and its littermates. It is the Purchaser's responsibility to slowly transition the cat to its new home. Purchaser acknowledges that some cats may take longer than others to adjust to their new surroundings.

卖方对猫的性格不做任何保证。我们为自己的猫好的社会化而感到自豪，但我们无法预测猫离开我们熟悉的猫舍和它的同窝兄弟姐妹后会如何表现。买方有责任将猫慢慢过渡到新家。买方需了解有些猫可能需要比其他猫更长的时间来适应新环境。

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

卖方保证，当猫离开猫舍时，猫接受过全面的猫砂盆训练。但是，新的环境可能会使猫感到困惑，并可能导致不正确的行为。买方需要确保猫知道其新猫砂盆的位置，并且卖方建议买方使用与卖方场所使用的相同类型的猫砂盆和猫砂，以避免混淆猫。

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

买方同意，它将给小猫喂食与小猫在猫舍所吃的相同的食物，并且对小猫饮食的任何改变都将逐步进行。小猫饮食的任何突然变化都可能导致腹泻。

- 7) \_\_\_\_\_ Purchaser shall take cat 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 cat health.

买方应至少每 12 个月将猫带到买方的兽医处进行年度体检。买方需要确保对猫进行全面的身体检查（包括但不限于眼科检查、耳科检查、听诊）。买方应尽一切合理努力与卖方保持联系，并让卖方及时了解猫的健康状况。

- 8) \_\_\_\_\_ If clauses 2 or 3 in this contract is breached in any way, the Purchaser will owe the seller a fee of \$3,000.00CAD for breach of contract to the Seller over and above the original price. 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 the province of Ontario, Canada. 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.

如果违反本合同上述条例2或者条例3，买方将向卖方MapleBengals孟加拉猫舍支付超过原价的 3,000.00 加元的违约费用。一旦违反合同，买方将把猫/小猫交还给卖方，不予退款，并由买方承担费用并签署所有权转让协议。买方同意，如果需要采取任何法律行动，所有双方的法律费用将由买方负责，官司在加拿大安大略省法院进行。争议将在卖方和买方之间私下解决，买家不会在包括雅虎集团名单和 Facebook 或任何其他媒体在内的公共论坛上登出。

- 9) \_\_\_\_\_ Both parties agree that any disputes / issues related to the Cat 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 Cat 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 \$10,000.00CAD payable by the party publicizing the alleged dispute / issue.

双方同意，与小猫和本合同关系有关的任何争议/问题都是买卖双方之间的私事。任何问题和争议必须私下解决。在任何情况下，问题（包括但不限于小猫的健康问题、行为问题、合同问题）都不得在公共和/或在线论坛上播出，包括但不限于任何雅虎集团和 Facebook，除非事先已取得另一方的书面同意。任何违反本条款的行为将导致公布所称争议/问题的一方应支付 10,000.00 加元的约定损害赔偿金。

### 3. HEALTH GUARANTEE/健康保障:

- 1) \_\_\_\_\_ **Seller warrants that Cat is sold in good health at the time Cat leaves Seller's premises.** Seller further warrants that Cat has undergone a physical examination by Seller's veterinarian prior to Cat 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 Cat leaves Seller's premises.  
卖方保证在猫离开猫舍时小猫的健康状况良好。卖方进一步保证，在猫离开卖方之前，猫已经接受了卖方兽医的身体检查（包括但不限于眼科检查、耳朵检查、听诊），并且在离开猫舍之前，猫没有任何的已知问题（包括但不限于不限于上呼吸道感染、腹泻）。
- 2) \_\_\_\_\_ No veterinary or other expense shall be reimbursed by the Seller to the Purchaser under any circumstances.  
在任何情况下，卖方均不得向买方报销兽医或其他费用。
- 3) \_\_\_\_\_ **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.** Any questionable findings by the veterinarian shall immediately be reported, in writing, to the Seller if the cat/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 Purchaser 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.

建议在猫到新家后 72 小时内让有执照的兽医对猫/小猫进行检查。买方应卖方要求需要向卖方提供检查证明。如果发现猫存在医学缺陷并出现无法治疗或危及生命的问题，兽医应立即以书面形式向卖方报告任何可疑的发现，买方必须立即向卖方报告。猫退回后，一旦有同价值的猫可以替代，它将被另一只同等价值或一半金额（卖方选择）的猫替换。没有现金退款。如果猫曾接触过另一只目前尚未进行 FeLV 和 FIV 检测的猫，则不能将其归还。**我们不保证FIP**。买方有责任为任何出现疾病或痛苦迹象的猫提供即时兽医护理，否则将导致任何保证无效。所有兽医费用和退货相关费用均由买方承担。

- 4) \_\_\_\_\_ **This Guaranty does not cover the death of a cat/kitten from FIPV, (Feline Infectious Peritonitis Virus), a mutated form of the Feline Coronavirus (FCoV), if said cat/kitten dies of FIPV it will not be replaced. No Exceptions! We have no control of this horrible virus.**  
此保证不包括猫/小猫死于 FIPV（猫传染性腹膜炎病毒），一种猫冠状病毒 (FCoV) 的变异形式，如果该猫/小猫死于 FIPV，则不会被替换。没有例外！我们无法控制这种可怕的病毒。
- 5) \_\_\_\_\_ **Purchaser agrees never to vaccinate this Cat/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.**  
购买者同意绝不为此猫/小猫接种 FIP（猫传染性腹膜炎）疫苗。疫苗的有效性尚未确定，疫苗可引起疾病。不遵守将使所有健康保证失效。
- 6) \_\_\_\_\_ **This health guarantee does not cover coccidia outbreaks.** When a cat 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 Cat has loose stools, we recommend that your vet prescribe Albon for the Cat. Please follow your vet's guidelines for dosage.  
此健康保证不包括球虫爆发。当一只猫进入新家时，有时会在抵达后几天导致腹泻/稀便。这通常是由寄生虫球虫引起的。这不是先天性问题，不在我们的健康保障范围内。如果您的猫有稀便，我们建议您的兽医为猫开 Albon。请遵循兽医的剂量指南。
- 7) \_\_\_\_\_ **Multi-pet households: Seller's guarantee only covers the health of the Cat. If Purchaser has a multi-cat / multi- pet household, and your other pets come down with health issues after Cat 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 Cat 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 Cat 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 Cat. It is Purchaser's responsibility to quarantine Cat for at least fourteen (14) days of receiving the Cat, if Cat is going to a multi-pet household. Unless otherwise agreed to by the Seller, in writing, this provision of isolating the Cat for at least 14 days is a strict requirement and the Purchaser will void all health guarantees under this contract if the Cat is not isolated for at least 14 days.**

多宠物家庭：卖家的保证仅涵盖猫的健康。如果买方有一个多猫/多宠物家庭，并且您的其他宠物在引入猫后出现健康问题，卖方不负责您的其他猫科动物和宠物的任何兽医费用，因为我们不对他们的健康负责。同样，如果猫在引入多宠物家庭后出现健康问题，只有当您的兽医书面证明猫的健康问题是先天性问题时，我们才会负责。买方有责任确保家庭现有的动物成员有及时接种疫苗，并且在将它们介绍给小猫之前已由您的兽医定期检查。如果猫要去一个多宠物家庭，买方有责任在收到猫后至少十四 (14) 天对猫进行隔离。除非卖方另有书面同意，否则隔离猫至少 14 天的规定是一项严格要求，如果猫没有隔离至少 14 天，买方将取消本合同项下的所有健康保证。

#### **4. CONDITIONS OF SALE/销售条件:**

- 1) \_\_\_\_\_ The total cost for this cat must be paid to the Seller by the Purchaser prior to the cat's departure from MapleBengals Cattery. No cash refunds will be given to the Purchaser at any stage.

这只猫的总费用必须在猫离开MapleBengals孟加拉猫舍之前由买方支付给卖方。在任何阶段都不会向买方提供现金退款。

- 2) \_\_\_\_\_ The cat is sold for an amount of CAD\$ \_\_\_\_\_.

这只猫的售价为 CAD\$\_\_\_\_\_。

- 3) \_\_\_\_\_ The Purchaser has taken possession of the cat at the signing of the contract.

买方在签订合同后，该小猫归买家所有。

- 4) \_\_\_\_\_ This contract is legally binding and is non-transferable to other parties.

本合同具有法律约束力，不得转让给其他方。

- 5) \_\_\_\_\_ Any legal fees incurred in upholding this contract will be paid by the Purchaser.

为维护本合同而产生的任何法律费用将由买方支付。

- 6) \_\_\_\_\_ By signing this contract, both parties agree to all terms stated in the contract.

通过签署本合同，双方同意合同中规定的所有条款。

## GOVERNING LAW

### 适用法律

This Agreement shall be final and binding upon the Purchaser and Seller and shall be governed by the laws of the Province of Ontario. Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Province of Ontario. 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.

本协议为最终协议，对买卖双方具有约束力，并受安大略省法律管辖。各方应将因本协议引起的或与本协议有关的所有争议提交安大略省的专属管辖权。如果双方发生争议，胜诉方有权获得其律师费以及与争议相关的所有成本和费用。

#### **SELLER/卖方**

NAME/姓名: \_\_\_\_\_

SIGNATURE/签名: \_\_\_\_\_

DATE/日期: \_\_\_\_\_

#### **BUYER/买方**

NAME/姓名: \_\_\_\_\_

SIGNATURE/签名: \_\_\_\_\_

DATE/日期: \_\_\_\_\_

ADDRESS/地址: \_\_\_\_\_

PHONE/电话: \_\_\_\_\_

EMAIL/邮箱: \_\_\_\_\_

PURCHASE PRICE/购买价格: \_\_\_\_\_

DEPOSIT/定金金额: \_\_\_\_\_

TOTAL DUE/余额: \_\_\_\_\_