

Cosmic Bengal Breeder Contract

Michelle and Josh Farnsworth
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www.CosmicBengal.com

This agreement is between buyer _____ and Seller, Michelle & Josh Farnsworth of Cosmic Bengal . Effective as of the date of signatures below and is binding upon all parties thereof.

Buyer and Seller agree to the below-described cat/kitten and all the following terms.

Color _____ TICA BSN# _____

Sex _____ DOB _____ Microchip# _____

Sire _____ TICA# _____

Dam _____ TICA# _____

Sale Price _____ Deposit Received _____ Balance Due _____

*Purchase Price does **NOT** include the cost of shipping the Kitten. If using a flight nanny, you are responsible for coordinating that method of transport. There will be a fee of \$50 for us to meet the Nanny or \$100 fee shipping air cargo (includes airline approved crate) at Tampa Int or Ft Myers Int. All fees from the Nanny service is your responsibility and not included in the cost of the Bengal. Seller warrants that Kitten is healthy and in good condition at the time he/she 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 flight nanny or air cargo airline. If shipping air cargo you must purchase the flight insurance. **ALL REMAINING BALANCE AND SHIPPING FEES ARE DUE NO LATER THAN 10 DAYS PRIOR TO SHIPPING DATE.***

1.) It is the buyer's responsibility to have this cat/kitten examined by a veterinarian within 120 hours after adoption. This is your health guarantee period and if you don't have the cat/kitten examined within 120 hours this will null and void your health guarantees. If this cat/kitten is found to have an untreatable or life threatening disease that is proven to have been contracted at the seller's home (documentation required by a licensed Veterinarian) we reserve the right to request a second opinion by a Licensed Veterinarian of our choice. This cat/kitten may be replaced one time only of equal value at the Seller's first opportunity. There are no cash refunds of any kind. Shipping of replacement cat is to be paid by the buyer plus \$50 gas fee for delivering to the airport. Shipping options are mentioned above. **INITIAL** _____

2.) This cat/kitten is guaranteed against heredity defects up to 1 years of age. Should a hereditary defect appear within this time a Veterinarian (of our choice) must confirm through all available testing (at our discretion) and document it with certainty. Upon providing the seller with all test results and all documentation, seller may replace, one time only, this cat/kitten with another of equal value at the sellers first opportunity and discretion. Be prepared to get the following (but not limited to) tests if/when requested by CosmicBengal. The following tests must be performed under video recording to prove it's the correct cat being tested by a licensed veterinarian. The microchip must be scanned, verified and



Buyers Initials _____

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documented for EACH test/scan and visit. UNDER NO CIRCUMSTANCE WILL A PRESUMPTION BE QUIIFIED AS A DIAGNOSIS. Furthermore IBS is NOT a condition that can be confirmed as a congenital or hereditary defect. We will not replace or refund for IBS : (1) Complete Video Ultrasound (2) Full PCR Panel Taken after lactulose given for 48hrs by a veterinarian. Fecal sample must be taken by a licensed veterinarian of our choice via the poop loop scope method (3) This cat/kitten must be screened by a licensed board certified Veterinary Cardiologist BEFORE being used as a breeder and ANNUALLY (12 months) , to make the 2 year HCM guarantee valid . The health guarantee against HCM is null and void if said cat/kitten has not been screened as stated above. Buyer understands that at no time for any reason will there be a monetary refund of any kind *UNLESS a replacement cat of equal value is unlikely and we at CosmicBengal choose to refund the purchase price minus \$500 for vetting and initial care of this kitten.

INITIAL_____

3) The cat/kitten cannot be returned after the guarantee period has expired. It is the responsibility of the buyer to provide immediate veterinary care to any cat/kitten showing signs of illness or distress. Failure to do so will render any guarantee null and void. By signing this contract, the Buyer is also signing permission for their veterinarian to disclose any and all veterinary information pertaining to this cat/kitten. The Seller can ask which clinic and fax them a copy of this agreement to gain access, if need be. All veterinary fees are the sole responsibility of the Buyer. INTITAL_____

4.) The seller guarantees fertility in this breeding animal with the exception of problems caused by pyometra which the breeder has no control over. If this cat has not produced offspring by the age of 2 years for Female or 3 years for Male, after being serviced by at least two proven studs or queens whichever the case, the Seller agrees to replace, one time only, the cat with a kitten of equal value upon proof of spay/neuter by a licensed veterinarian at Seller's first opportunity, The Seller has the right to attempt to breed the cat at Seller's discretion before a replacement is given, for proof of infertility. Buyer must return said animal to Seller at Seller's expense, so the cat can be bred to determine infertility . If kittens are produced from this mating, the kittens will be the sole property of Cosmic Bengal . Buyer agrees to sign a breeding certificate for the litter and have no rights to the kittens produced nor will any money be due to the Buyer. If cat is found to be fertile then the Buyer must pay any and all shipping expenses to get the said cat back and no replacement is due. If the cat is found to be infertile after coming back to Seller, seller will spay/neuter said cat, find a new home for him/her and monetary gains minus shipping, spay/neuter fees will be split 50/50. INITIAL_____

*** Early Generation cats are sold as having breeding potential, the kitten/cat may only be mated to TICA Registered Bengals or ALC's. Seller cannot guarantee positive breeding resulting in pregnancy due to the kitten/cat being an Early Generation Bengal. Also due to the environment and housing conditions that could potentially cause fertility issues. There is a possibility that an SBT stud might not breed to an EG female. It can take EG Bengals 2 to 4 years to produce offspring. Buyer understands producing offspring can be challenging and time consuming and therefore will not hold Seller accountable.

5.) This cat is not guaranteed against cosmetic faults, i.e. tail fault, locket or color changes. A cosmetic fault does not preclude the cat from being bred as it is not a health issue. INITIAL_____

6.) No breeder male or female from Cosmic Bengal may be sold, placed, leased, loaned, traded, co-owned, gifted or given away to another breeder or person. **The said cat/kitten cannot leave the Buyers possession until they are spayed or neutered, unless being returned to the Seller.** INITIAL_____



7.) If Buyer decides they no longer want the cat/kitten or retire it from their breeding program, Buyer must first offer the cat/kitten back to Cosmic Bengal for \$750 plus shipping expenses unless you are bonded and want to keep the cat as your family pet. The retired (Neutered/Spayed) cat must remain at the property of the buyer and never sold as a pet to someone else. If the choice is to return the cat to CosmicBengal and Cosmic Bengal passes on said cat/kitten, the Buyer must alter the cat/kitten before placing with anyone else. (No Exceptions) Proof of alter must be sent to Cosmic Bengal (cosmicbengals@gmail.com). INITIAL _____

8.) All cats/kittens must be paid in full 10 days prior to being shipped. There is a \$10.00 per day boarding fee. If you cannot pick up your kitten on the agreed date or have the kitten shipped on the agreed date. INITIAL _____

9.) Under no circumstances will this cat/kitten or any offspring be sold, leased or given away to any pet store, research laboratory or similar facility. INITIAL _____

10.) This cat/kitten will be kept indoors and not be allowed to roam freely outside. INITIAL _____

11) **Purchaser agrees to Never Stud your Cosmic Bengal with a non TICA and/or CFA Registered Bengal or any other type of outcross unless its an ALC. Also, the buyer agrees not to use this cat for outside stud service. Any queen or king bred by this Cosmic Bengal cat must be owned entirely and exclusively by the buyer. INITIAL _____

12) Purchaser agrees to NOT sell any bengal offspring (from their CosmicBengal cat) with breeding rights in the State FLORIDA.** INITIAL _____

13) **SILVER and/or BLUE breeders (CosmicBengal offspring) and all variations of Blues and Silvers can NOT be sold with breeding rights to Florida, Louisiana, Mississippi, Alabama, Georgia, South Carolina, North Carolina or Tennessee. INITIAL _____

13) **Purchaser agrees to **never mutilate or declaw a COSMICBENGAL CAT including tendonectomy and Ventriculocordectomy (ANY MUTLILATION other than dessexing voids all health guarantees)** If we find any Cosmic Bengal cat to have been declawed legal action will be taken. You will be sued for a fine of \$5000.00 and the removal of the cat from your possession. All court fees and Lawyer fees are to be paid by the purchaser. INITIAL _____

14)IMPORTANT* DO NOT LET YOUR VET use Ketamine as anesthesia. There have been reports of bengals dying with the use of Ketamine as anesthesia. Isoflurane has proved to be a much safer anesthesia for bengals. Please discuss this with your vet. Any use of Ketamine VOIDS HEALTH GUARANTEE. Also do NOT Force your vet to use a cocktail they are not familiar with. If your vet ONLY uses a ketamine formula or mixed ketamine formula then you must find a different vet who is familiar with a cocktail that uses NO Ketamine at all.** INITIAL _____

15) If, in Seller's opinion, the Bengal is neglected or mistreated, Purchaser shall surrender the Bengal to Seller unconditionally. "Neglect" or "mistreatment" shall include, but not be limited to, lack of proper sanitary facilities, lack of proper veterinary/medical attention especially during birthing, 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. INITIAL _____



16) 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, Instagram, Facebook or any other social media outlets 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 \$5,000.00 payable by the party publicizing the alleged dispute / issue. All court fees and Lawyer fees are to be paid by the party in violation of this agreement **INITIAL**

17) It is the consumer's right, pursuant to section 828.29, Florida Statutes, to receive a certificate of veterinary inspection with each dog or cat purchased from a pet dealer. Such certificate shall list all vaccines and deworming medications administered to the animal and shall state that the animal has been examined by a Florida-licensed veterinarian who certifies that, to the best of the veterinarian's knowledge, the animal was found to have been healthy at the time of the veterinary examination. In the event that the consumer purchases the animal and finds it to have been unfit for purchase as provided in section 828.29(5), Florida Statutes, the consumer must notify the pet dealer within 2 business days of the veterinarian's determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal and receive reimbursement for certain related veterinary services rendered to the animal, subject to the right of the dealer to have the animal examined by another veterinarian. **INITIAL**

** 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.

By Buyer signing below shows you have read and agree in full with this contract.

Print Name: _____ **Buyer Signature:** _____

Address: _____

Phone #: _____

Email: _____ **Date:** _____

Michelle or Josh Farnsworth:

DATE: _____

Once you have received your Cat/Kitten You MUST Initial and date below

- I/we received our Bengal in good health today: initials: _____ Date: _____

This is a full contract all the conditions are in writing and signed by the buyer. No other agreements implied or verbal would apply.

WWW.CosmicBengal.Com Cosmicbengals@gmail.com



Buyers Initials _____