

COSMIC BENGAL

Kitten/Cat Contract

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BENGAL KITTEN CONTRACT OF SALE

This Agreement ("Agreement") is entered into between Michelle and Joshua Farnsworth *DBA* CosmicBengal LLC ("Seller") and _____ **NAME** _____ ("Purchaser"). IN CONSIDERATION of the sum of \$ **000.00** ("Purchase Price"), Seller grants, conveys and transfers the following kitten ("Kitten") to Purchaser.

DESCRIPTION OF BENGAL

Breed: Color:

Sex: Birth Date:

Sire: TICA:

Dam: TICA:

Microchip # _____ Lifetime Registration Paid

BuddyID.com Temp password: cosmicbengal

Purchaser has paid a non-refundable deposit of \$ **000.00** to hold the kitten for the Purchaser. The deposit shall be applied towards the Purchase Price, which is due and payable on or before **date** or 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 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.***

TERMS AND CONDITIONS

Purchaser acknowledges that they have been provided with a copy of CosmicBengal's 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

Buyers Initials _____



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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 harnessed and leashed and accompanied by a responsible adult. See kitten care sheet for harness recommendation **INITIAL**

(2) Kitten is sold only as a pet. Purchaser **MUST** spay or neuter the Kitten between 4 months and 6 months of age (if not already done so by Cosmic Bengal). Registration papers will be provided once "Proof of Alter Form" has been received from your Veterinarian. (For is available on our website and should be in your paperwork received with the kitten). 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 and not spayed or neutered by age of 6 months, Seller shall be entitled to receive an additional payment of \$5,000.00 (representing agreed upon damages sustained by Seller as a result of Purchaser's breach of this clause), Any court fees and lawyer fees are to be paid by the Purchaser. **INITIAL**

(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 CosmicBengal 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. Any new owners **MUST** fill out our Application and be PreApproved by CosmicBengal (Joshua and/or Michelle Farnsworth) prior to taking ownership OR the bengal must be returned to CosmicBengal to be rehomed. **INITIAL**

(4) Purchaser shall care for the Kitten with a proper diet (see kitten care sheet), housing, health and general care, including maintaining up to date vaccines and proper parasite prevention. 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 mutilated as said above, 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 purchacer.** 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. **INITIAL**

(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 (see kitten care sheet).** Purchaser acknowledges that some kittens may take longer than others to adjust to their new surroundings. Purchaser must notify Seller immediately if the kitten is not transitioning well into its new home (e.g. not using the litter box, 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. INITIAL_____

(6) Purchaser agrees that they will feed the 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. INITIAL_____

(7) Purchaser shall take the Kitten to the 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. **If you are going to put in a claim against the Health Guarantee you must give access to ALL the Vet records with Joshua and Michelle Farnsworth of Cosmic Bengal. No replacement kitten will be given without All vet recorders provided. This is also included with Proof of Alter Form.**INITIAL_____

(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 and the provided : Proof of Alter" form. (If seller has already Early Spayed or Neutered the Kitten, the registration papers will be given within 30 days of purchaser receiving the kitten)INITIAL_____

(9) This sale is final and there are no cash refunds. INITIAL_____

(10) We take pride in our bengals and we hope you do too. We would greatly appreciate it if you would mention and **tag** "CosmicBengal" on your social media posts and if/when people ask where you got your lovely bengal from.

HEALTH RECORD

Vaccinated	FVRCP between 7-9 & 10-12 weeks Kitten tested negative for FELV/FIV
Vaccine Used	See health record
Dewormed:	See health record

HEALTH GUARANTEE

***ALL VET INFORMATION MUST INCLUDE MICROCHIP VERIFICATION/SCAN**

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 120 hours of receipt. INITIAL_____

Unless otherwise agreed between the parties in writing, the Purchaser has 120 hours 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 AND/OR if Kitten is not examined by Purchaser's veterinarian within 120 hours.** INITIAL_____

Kitten is guaranteed against congenital defects for a period of twenty-four (24) months after the date of birth. If the Kitten dies due to a congenital defect within these twenty-four (24) months, Seller shall refund the Purchase Price (minus vetting fees of \$500) 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 with a Necropsy a diagnosed congenital defect. Seller shall refund the Purchase Price (minus vetting fees of \$500) 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 a congenital defect.

Necropsy **MUST** include Microchip information

If you are going to put in a claim against the Health Guarantee you must give access to ALL the Vet records. INITIAL_____

HCM

CosmicBengal breeding cats are all scanned by a Board Certified Licensed Cardiologist for **Hypertrophic cardiomyopathy** annually. If you would like to get a 3 year HCM guarantee for your pet you will need to have your vet do a simple blood test annually. While this test isn't the same as an ultrasound, it will help detect heart issues that can be further screened if necessary by a cardiologist. The name of the test is: [Cardiopet pro-BNP by IDEXX Diagnostic Laboratory](#) if you do not wish to participate in this heart test please initial here:_____ you will still get the 2 year congenital guarantee unrelated to HCM. Should your bengal die from HCM within these 3 years and you are participating with the [Cardiopet pro-BNP by IDEXX Diagnostic Laboratory](#) annually then we will replace said 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 HCM as being the direct result of the bengals death. Necropsy **MUST** include Microchip information



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. INITIAL_____

Purchaser agrees **never to vaccinate this bengal 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. INITIAL_____

Also the Purchaser agrees **never to vaccinate more than one injection in the same appointment. These MUST be done in separate appointments.**INITIAL_____

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_____

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. In the event the kitten needs to be returned, CosmicBengal has 120 days to refund 50% of the purchase price. **Kitten may not be returned after the 120 hours 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.**INITIAL_____

*If kitten is Rehomed for any reason, the new owner MUST fill out our application, agree to and sign our contract BEFORE taking possession of the kitten/cat. We (CosmicBengal) Must approve the new owners. The Bengal may also be returned to CosmicBengal for rehoming. In



the event the kitten/cat is returned to CosmicBengal, CosmicBengal will keep all proceeds. INITIAL_____

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 urination. Purchaser needs to ensure that Kitten knows where the 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 Kitten. (see kitten care sheet) INITIAL_____

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

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.

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

Seller

Purchaser

Seller Name _____

I/we received our Bengal in good health today: :

Initials: _____ Date: _____

Buyers Initials _____

