

# COSMIC BENGAL

## Retired Breeder Contract

Michelle and Josh Farnsworth

Phone: (916) 521-3582

Email: [CosmicBengals@gmail.com](mailto:CosmicBengals@gmail.com)

[www.CosmicBengal.com](http://www.CosmicBengal.com)

### RETIRED CONTRACT

This Agreement ("Agreement") is entered into between Michelle and Joshua Farnsworth *DBA* CosmicBengal ("Seller") and \_\_\_\_\_ ("Purchaser"). IN CONSIDERATION of the sum of \$ \_\_\_\_\_ ("Purchase Price"), Seller grants, conveys and transfers the following retired bengal to Purchaser.

### DESCRIPTION OF BENGAL

**Breed:** BENGAL ..... **Color:** .....

**Sex:** .....(SPAYED/NEUTERED)..... **Birth Date:**.....

**Sire:** ..... **TICA:**.....

**Dam:**..... **TICA:**.....

**Microchip #**..... Lifetime Registration PrePaid

BuddyID.com ( Login: your email address PW: cosmicbengal )

Purchaser has paid a non-refundable deposit of \$ \_\_\_\_\_ to hold the Retired Bengal for the Purchaser. The deposit shall be applied towards the Purchase Price, which is due and payable on or before \_\_\_\_\_ or when the bengal is collected, whichever is earlier. In the event the Seller is unable to sell the bengal in question to the Purchaser, for reasons including, but not limited to, the bengals mortality, Seller has the option of refunding the deposit or replacing the bengal with a bengal of similar quality (Seller's choice). Seller shall have 24 months to provide a replacement bengal to the Purchaser.

*Purchase Price does **not** include the cost of shipping the bengal by air (\$450.00). Seller warrants that the bengal is healthy and in good condition at the time of shipment to the Purchaser, as evidenced by the veterinarian's health certificate, which shall accompany the bengal. Seller is not responsible for any injury or damage to the bengal after the bengal is left with the airline.*

### 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**



Buyers Initials \_\_\_\_\_

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**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 Bengal. 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) Your bengal shall be kept strictly indoors. Purchaser shall not allow bengal to roam outside, unless bengal is harnessed and leashed and accompanied by a responsible adult. See kitten care sheet for harness recommendation
- (2) This Bengal shall not be shown at a cat show without the prior written consent of CosmicBengal.
- (3) This 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, Purchaser shall notify CosmicBengal immediately. Purchaser shall use all reasonable effort to rehome the Bengal and Purchaser shall provide details (in writing) of bengal'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.
- (4) Purchaser shall care for the bengal 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 required to pay a **fine of \$5000.00 and the bengal will be removed from your possession.** 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, 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 bengal shall be paid by the Purchaser, including, but not limited to, any and all court costs and attorney's fees.
- (5) Seller makes no guarantees as to the bengals temperament. We pride ourselves on socializing our kittens, but we cannot predict how the retired bengal will act after it leaves the familiar environment of our cattery and home. **It is Purchaser's responsibility to slowly transition the bengal to its new home (see kitten care sheet).**

Purchaser acknowledges that some bengals may take longer than others to adjust to their new surroundings. Purchaser must notify Seller immediately if the bengal 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 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.

(6) Purchaser agrees that they will feed the bengal the same food that he/she was eating at the Seller's premises and any changes to the bengal's diet will be done gradually. Any sudden changes to the bengal's diet may result in diarrhea.

(7) Purchaser shall take the bengal 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 the bengal'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.**

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

(9) We take pride in our bengals and we hope you do to. 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	<b>FVRCP between 10-11 weeks and then as recommended by your veterinarian Kitten tested negative for FELV/FIV</b>
Vaccine Used	<b>See health record</b>
Dewormed:	<b>See health record</b>

### HEALTH GUARANTEE

**Seller warrants that the bengal is sold in good health at the time the bengal leaves Seller's premises.** Seller further warrants that the bengal has undergone a physical examination by Seller's veterinarian prior to the bengal 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 the bengal left Seller's premises. **However, the stress from the change in environment (especially if the Bengal is shipped) may cause the bengal to "break" with an infection, even though the bengal showed no clinical signs of an infection when it left Seller's premises. This is why it is important for the bengal to be checked within three (3) business days of receipt.**

Unless otherwise agreed between the parties in writing, the Purchaser has three **(3) business days of receipt of the bengal** to have the 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 refund the Purchase Price in full or replace the retired bengal with another retired bengal (**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 the bengal is exposed to other animals within the first fourteen (14) days of Purchaser receiving the bengal AND/OR if the bengal is not examined by Purchaser's veterinarian within three (3) business days.**

The retired bengal is guaranteed against congenital defects for a period of twenty-four (24) months after the date of birth. If the bengal is found to have a congenital defect within these twenty-four (24) months, Seller shall refund the Purchase Price in full or replace the retired bengal with another retired bengal (**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 bengal has a congenital defect. Further, should the bengal die during this period as a direct result of a congenital defect (said congenital defect must be confirmed by two independent veterinarians, in writing), Seller shall refund the Purchase Price to Purchaser or replace the retired bengal with another retired bengal (**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.

### 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.

### Multi-cat households:

Seller's guarantee only covers the health of the bengal. If Purchaser has a multi-cat / multi- pet household, and your other pets come down with health issues after the bengal 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 the bengal 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 bengals 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 the bengal. It is Purchaser's responsibility to quarantine the bengal for at least fourteen (14) days of receiving the bengal, if the bengal is going to a



multi-pet household. Unless otherwise agreed to by the Seller, in writing, this provision of isolating the bengal for at least 14 days is a strict requirement and Purchaser will void all health guarantees under this contract if the bengal is not isolated for at least 14 days.

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.

Also the Purchaser agrees **never to vaccinate the 3-1 modified live vaccine and killed rabies vaccine in the same appointment. These MUST be done in 2 separate appointments.**

**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.**

## RETURN POLICY

If the bengal needs to be returned for reasons other than 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 the bengal is determined to be in good health. **The bengal may not be returned after the 3-day health guarantee period or if the bengal has been exposed to another kitten, cat or other animal, if the bengal is allowed outside or if the bengal was not housed in a clean and safe environment.**

\*If the bengal 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.

**Seller warrants that bengal was fully litterbox trained when the bengal left Seller's premises.** However, the new surroundings may confuse the bengal and may result in improper urination. Purchaser needs to ensure that bengal 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 bengal. (see kitten care sheet)

### 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.

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

**SELLER SIGNATURE**

**Purchaser**

**PRINT:** \_\_\_\_\_

**Print** Joshua Farnsworth

**SIGN:** \_\_\_\_\_

I/we received our Bengal in good health today: : **Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

