

Cosmic Bengal International Breeder Contract

Michelle and Josh Farnsworth
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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 receiving the Cat/Kitten. 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 guarantee. 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/kitten is to be paid by the buyer plus \$50 gas fee for delivering to the airport. Shipping options are mentioned above. This is the ONLY health guarantee of this CosmicBengal Cat/Kitten.

Due to being sold internationally NO other health guarantees are given. This Cat/ Kitten is sold as is and as a PET with breeding potential. INITIAL _____

2.)*** Early Generation Cat/Kitten are sold as having breeding potential, the Cat/Kitten may only be mated to TICA registered Bengals or ALC's. Seller cannot guarantee positive breeding resulting in pregnancy



Buyers Initials _____

due to the Cat/Kitten being an Early Generation Bengal. Also due to 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. INITIAL _____

3.) 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 _____

4.) 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 _____

5.) 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 _____

6.) This Cat/kitten 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 _____

7.) 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 _____

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

9.) **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 _____

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

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

12.) **Purchaser agrees to **never mutilate or declaw a COSMICBENGAL CAT including tendonectomy and Ventriculocordectomy.** 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, Lawyer fees, and shipping fees are to be paid by the purchaser. INITIAL _____



13.) 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 _____

14.) 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

