

RISING SUN BENGALS



Rising Sun Farm

Registered Bengal Cats, Australian Shepherds & Border Collies Becky Beckmann & Steve Burdine

29838 Hemingway Ave.

Stacy, MN 55079

Home 651 - 462 - 5967 Cell 612-270-6890 www.RisingSunFarm.com

~ Rissunfarm@aol.com

This contract is between the Seller, Rising Sun Farm and Buyer:

Name: _____

Address: _____

Phone: _____

PURCHASE PRICE AND OR TERMS _____

BIRTHDATE _____ SEX _____ COLOR _____

SIRE _____

DAM _____

PURCHASER AGREES TO THE FOLLOWING:

All sales are final. No returns, refunds, or exchanges except what is outlined by the terms of this agreement. We require a \$300 deposit to hold a pet kitten and a \$500 deposit to hold a breeder kitten.

The deposit will be put towards the purchase of the kitten and is non-refundable or transferable.

Only if said kitten becomes unfit for sale will the deposit put towards another litter/kitten.

The balance for the kitten is due at nine weeks (including shipping if applicable) so that travel arrangements can be made.

Rising Sun reserves the right at any time to refuse the sale of any kitten/cat. Rising Sun Kittens and cats are the sole property of Rising Sun Bengals and should be considered as such until the cat or kitten is in possession of buyer and the ownership contract has been signed by both parties.

This cat/kitten will never be sold, transferred, leased, or given away, no to any pet shop, research laboratory or similar facility.

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

This cat/kitten will never be de-clawed or de-meowed.

This cat/kitten is being purchased for Breeding: _____ Pet: _____

If this cat/kitten is found to be neglected or mistreated, Purchaser will surrender said cat or kitten to Seller immediately.

Under NO circumstances is this cat/kitten to be destroyed prior to approval by Seller. Failure to do so will render any guarantee null and void.

This cat/kitten will receive excessive amount of tender loving care, will be fed the best possible diet, will receive substantial amounts of entertainment, and will be treated with the utmost respect so that he/she may realize its full potential.

"BREEDING cat/kitten BUYER agrees that, within 30 days of getting possession of the cat/kitten, BREEDING BUYER will register the individual cat/kitten with T.I.C.A. using the prefix "RISNSUN" in the registered name (e.g. if the cat is named "Oliver", its registered name would be "RISNSUN" - Oliver". Failure of the BREEDING BUYER to register the cat/kitten is a breach of this contract, and upon default the cat/kitten will be returned to Rising Sun Farm within 30 days on demand at the expense of BUYER."

"BUYER agrees that if the cat/kitten is displayed on any websites, Facebook or advertising, whether BUYER's, successors or other third parties websites or advertising, the BUYER or other third party will prominently identify the cat/kitten by its full T.I.C.A.-registered name (e.g. "RISNSUN - Oliver"), and will prominently list "RISING SUN FARM" and website (<http://risingsunfarm.com/>) as the source of the cat/kitten. A default of this section is a breach of this contract, with damages difficult to ascertain, therefore BUYER agrees that on default of this section, Rising Sun Farm is entitled to liquidated damages in the amount of \$5,000, and upon default the cat/kitten will be returned to Rising Sun Farm within 30 days on demand at the expense of BUYER."

If this cat/kitten is purchased as a breeder male, Purchaser agrees not to use this cat for outside stud service. No co-ownership, transfer of queen's ownership, leasing, or other devious means of circumventing this restriction will be tolerated. Any queen bred by this stud, and subsequent litter must be owned entirely by the owner of the stud.

If this cat/kitten is purchased as a breeder female, Purchaser agrees not to use outside stud service on this female.

If this cat/kitten is purchased as a breeder, Purchaser agrees to breed this cat only with other Bengals. Failure to honor this will result in forfeiture of the cat and registration papers back to Rising Sun Bengals.

No RISNSUN kitten/cat purchased as a breeder can sell or place any offspring with Rene Perez -San Jose Bengals.

This cat/kitten cannot be co-owned, sold, resold, or traded as a breeder.

When Purchaser is done using this cat for breeding, it is to be offered back to the Seller at no cost except shipping expenses to the Seller before spaying or neutering.

If this contract is breached in any way, Purchaser will owe the seller a fee of \$5,000 US for breach of contract to the Seller, Becky Beckmann, over and above the original price each and every time the contract is breached. 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 seller's current state and county of residence.

Disputes will be settled between Seller and Purchaser privately and will not be aired in a public forum including Yahoo Group lists and Facebook.

UNDER NO CIRCUMSTANCES WILL A CASH REFUND BE GIVEN AT ANY POINT.

Purchaser agrees that deposits are non-refundable. Should said cat/kitten become unfit for sale, the deposit will be applied towards a cat/kitten of equal value as soon as one becomes available, at the discretion of Seller.

If this cat/kitten is purchased as a pet, Purchaser is to spay/neuter this kitten by the time the kitten reaches 6 months of age. Seller will give Purchaser said kittens blue slip when Purchaser provides proof of spay/neuter from a licensed veterinarian. Failure to provide proof of spay/neuter will result in the forfeiture of registration papers.

It is the purchaser's sole responsibility to comply with all municipal, state, and national laws in respect to this kitten/cat.

It is the Purchaser's sole responsibility to comply with all international shipping country and receiving country's export and import laws, licenses, permits, vaccination and testing requirements, and CITES

requirements if traveling with this kitten/cat and for international import/export of any progeny of this kitten/cat. The Seller cannot and will not be responsible for any refusal by any authority to allow international import/export of any progeny of this kitten/cat.

The Purchaser warrants and promises that this cat and/or any of its offspring shall not be sold, resold, or leased to anyone residing in the state of Minnesota as a breeding cat. Purchaser also warrants and promises that this cat and/or any of its offspring shall not be sold to Hunters Ridge, or to the owners, spouses, and/or associates of Hunters Ridge.

GUARANTEES:

Any cat/kitten shipped by air will come with a Minnesota State Health Certificate stating it is in sound health upon arrival. It is recommended to have the cat/kitten examined by a licensed veterinarian within 72 hours of arrival. If it is found to be medically deficient with an untreatable or lifethreatening problem, it must be reported to the seller immediately. Upon its return, it will be replaced with another cat/kitten of equal value. No cash refunds. The cat/kitten cannot be returned after the guarantee period has expired and/or if it has been exposed to another cat which has not been currently tested for FeLV and FIP. There are no guarantees against FIP. It is the responsibility of the buyer 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. If a cat/kitten dies within the guarantee period, despite medical treatment, a replacement will ONLY be given if a veterinarian certifies the cause of death. All veterinarian fees are the sole responsibility of the Purchaser.

This cat/kitten is guaranteed against congenital defects for 24 months from its birth date. Should the cat die within that time as a direct result of a congenital defect, the cat will be replaced ONLY if an appropriate necropsy is performed by a licensed vet and a vet's certificate is provided as proof of cause of death. A replacement will be made of a cat of comparable quality and value, as available, at the discretion of the breeder. Due to the many factors involved in rearing and caring for this kitten that are beyond the control of the seller, there are no guarantees on fertility or temperament. This kitten is guaranteed against HCM until the cat is 24 months old.

There are no guarantees given on future health, show achievements, or reproduction capabilities of cats/kittens sold with breeding rights. Seller verifies that there are no precluding reasons why a kitten/cat sold with breeding rights should be unable to produce/sire normal litters. If however, a kitten/cat sold with breeding rights is unable to sire/produce young after 2 years of age and several breeding attempts with proven, fertile cats, tests will be done at the expense of the new owner to determine fertility. If testing finds this cat to be sterile, due to a congenital problem such as malformation or absence of organs, the Seller will replace the cat/kitten with one of equal quality. The said kitten/cat will be returned to the Seller prior to sending a replacement kitten. Queens are not guaranteed if a proven male does not reside on premises. There is no guarantee against pyometra. The process of breeding is not to be taken lightly, and breeders must take measures to educate themselves on the subject. There are no guarantees against eventual developments of lockets or tail faults.

No replacement will be given for any cat that has been bred and produced a litter (purebred or otherwise). If there is a question of whether the cat has been used for breeding, Purchaser agrees to grant Seller full access to veterinarian and TICA records.

This contract, and all guarantees, will be null and void unless the signed contract is returned to the seller within 2 weeks. This contract is legally binding to all parties involved. It applies only to the Purchaser and Seller in this transaction and is non-transferable to other parties. If this kitten/cat is resold to another individual, this contract is null and void. The buyer agrees to the terms and conditions, and to pay as stated. Any balance carried over 30 days is subject to 1.5% service fee and 18% APR. In the event of default, the buyer will be legally liable for any reasonable attorney and/or collection fee and all related costs necessary to remit the entire balance to the Seller.

If Buyer or Seller commences any legal action as a result of this contract, Buyer agrees that the place of venue of such action be in Chisago County, Chisago, Minnesota. Any legal fees, expenses, disbursements, and all other costs related to upholding this contract will be paid by the Buyer.

(Seller)_____Date:_____

(Buyer)_____Date:_____