

Purchase Agreement

Description of Kitten or Cat

Breed: _____

Color: _____

Sex: _____

Date of Birth: _____

Personal Information

Name of Purchaser (print): _____

Address: _____

Phone: _____ E-mail: _____

Name of Seller (print): _____

Address: _____

Phone: _____ E-mail: _____

Purchaser certifies that this information is true and accurate. *Initial* _____

The purpose of this contract is to protect all parties: the purchaser, the seller, and the cat or kitten. If there are any problems, questions, concerns, or issues that you need help with, _____ is always here. We want the adoptive parent(s) and/or family to be completely happy with the new kitten and his or her transition to the new home. Transitioning is easy for some kittens but more difficult for others, and kittens/cats handle stress in various ways. If there are ANY issues please call _____, who will provide you with all the help she can to make this time easier for the new parents and the kitten.

Terms of Contract

Deposit

A non-refundable deposit of \$_____ is required for purchase of the cat/kitten. Should the purchaser, after having paid the deposit, decide against purchasing the kitten, he or she forfeits the deposit. The kitten or cat will be temporarily reserved for 24 hours once the seller is given notice that the purchaser is sending the deposit. If the deposit is not received 24 hours the temporary reservation will cease.

Initial _____

Purchase of Cat

The purchaser will pay all travel and shipping expenses. Should the seller agree to help transfer the cat in person, any mileage will be at the expense of the purchaser.

Initial _____

Health Guarantee

The seller will provide purchaser with documenting vaccinations, dewormings. All adult cat and kitten care is provided by:

Veterinarian: _____

Veterinary Practice: _____

Address: _____

Phone: _____

The seller guarantees the kitten to be in good health at the time of purchase for a period of 48 hours. It will be the responsibility of the purchaser to have the kitten examined by a veterinarian within 48 hours. Within that 48 hour period, if found to be seriously medically deficient, the seller will take the kitten back and refund payment and deposit, less any shipping charges, under the following conditions: the seller is provided with proper documentation, from a licensed veterinarian, stating the medical issue and that the cat is seriously medically deficient; a second examination by a veterinarian of the seller's choice corroborates these claims. This cat/kitten is not guaranteed against respiratory disease, fleas, ringworms or any nuisance disease, After the 48 hour period, the seller can no longer guarantee the cat's health, except for birth defects.

Initial _____

The seller guarantees the cat against lethal genetic or congenital defects for 6 months following the date of purchase, If, during these 6 months, the cat should die or have to be destroyed due to a genetic or congenital defect, the seller will replace the cat/kitten with a cat/kitten at the seller's earliest convenience, should the following conditions be met: the purchaser provides the seller with a necropsy by a licensed impartial Veterinary Pathologist, at the purchaser's expense, stating that the cause of death is unquestionably a genetic or congenital defect; a second examination by a veterinarian of the seller's choice corroborates these claims.

Initial _____

Seller assumes no liability or responsibility for any veterinary care for this cat after the purchaser takes possession of said cat. Under no circumstances will the seller be responsible for any veterinary bills incurred by the purchaser.

Initial _____

Treatment of Cat

Under NO circumstances shall this kitten be declawed. Declawing is amputation and is often the cause of litter box problems ("inappropriate elimination"). This can lead to abuse or abandonment of the cat/kitten, a risk that the seller is not willing take. The purchaser agrees to, under no circumstances, allow the cat to be declawed.

Initial _____

Under NO circumstances shall this kitten/cat be permitted to live outdoors.

Initial _____

Under NO circumstances shall this kitten/cat be tattooed, pierced, or undergo any unnecessary "fashionable" body modification.

Initial _____

The new cat should be confined to a private room with toys, food, the kitten's litter box, and plenty of human contact until accustomed to his/her new surroundings.

The seller operates a cattery where all cats are tested negative for FeLV/FIV, ensuring the health of the cat/kitten at the point of sale.

Viral and bacterial colds, as well as easily treatable parasites, are not covered under the health guarantee, as these are natural occurrences that kittens may encounter.

The buyer acknowledges that Feline Infectious Peritonitis (FIP) is a viral cat disease caused by specific strains of the feline coronavirus. While the coronavirus is prevalent in cats and generally poses no significant threat, can progress to clinical FIP in a small percentage of cases, leading to a nearly always fatal outcome. Presently there is no definitive method for detecting FIP in live cats, and no cure is available.

Merely testing positive for coronavirus in a cat does not guarantee eventual development of FIP. Given the widespread prevalence of coronavirus in domestic cats, it is impossible to provide a guarantee against either the virus or FIP. However, as a gesture of goodwill, the breeder offers coverage for your new kitten against FIP-related death for a period of two months from the delivery date, confirmed by a licensed veterinarian through necropsy. In the unfortunate event of such a diagnosis, the breeder commits to replacing the kitten with one of equal value once available.

Vaccinations for FIV/FeLV, FIP, Ringworm, and declawing will void any health guarantee, Recent research suggests that the feline leukemia vaccine may be ineffective and could potentially increase the risk of contracting the disease.

Breed Considerations

The seller cannot guarantee against HCM or issues related to tail flexibility, ear fold, or cartilage problems associated with genetic factors. Changes in fold degree may occur due to age, stress, and temperature. Matters concerning facial structure, such as small nasal passages or dental overcrowding, are also not covered.

Relinquishment of Ownership of Cat or Permanent Transfer of Cat by Purchaser

The purchaser agrees that under NO circumstances will the kitten/cat EVER be sold or given to a pet shop, animal shelter, research laboratory, or similar facility Should the purchaser, for any reason, including death, not be able to keep the above kitten, the seller will be given the first option of rescuing the cat.

Initial _____

If the buyer has a living trust, the previous clause must be made note of in the trust; if the seller deems another interested party (e.g., family member of buyer; close friend of buyer) a desirable

and willing owner, the seller will seriously consider transferring ownership of aforementioned cat.

Initial _____

If the buyer decides that he or she no longer wants the cat, regardless how many years have passed since purchase of the cat/kitten, the seller will be given the first option of rescuing the cat.

Initial _____

Breach of Contract

In the event the purchaser is found to have violated any of the terms and conditions of this contract, the cat is to be surrendered unconditionally to the seller. Seller may reclaim physical and legal ownership of cat with or without due process of law for any breach of contract with no refund of purchase price.

Initial _____

In the event the purchaser is found to have violated any of the terms of this contract, purchaser shall be liable to the seller for damages in the amount of two times the purchase price of said cat/kitten, plus expenses for veterinarian care upon return of cat/kitten to seller and all attorney, legal and related miscellaneous fees that result in litigating this contract. Any legal action, which may arise under the terms of this contract, will be brought in the county/city of seller's residence.

Initial _____

Attorneys Fees and out-of-pocket costs

Should Purchaser breach this Contract, Purchaser is responsible for any and all costs resulting from the litigation of this Contract, the amount of purchase of kitten, shipping expenses, associated veterinary expenses, and any damages caused to the reputation of seller.

Initial _____

Exclusive Jurisdiction for Suit in Case of Breach

Any legal action that may arise under the terms of this Contract will be brought to _____ County, _____ or the Seller's current place of residence. The Purchaser and Seller, by entering into this Agreement, submit to jurisdiction in _____, _____ or the Seller's current place of residence, for adjudication of any disputes and/or claims between the parties under this Agreement. Furthermore, the Purchaser and Seller hereby agree that the courts of _____ County, _____, or the Seller's current place of residence, shall have exclusive jurisdiction over any disputes between the parties relative to this agreement, whether said dispute(s) sounds in contract, tort, or other areas of the law.

Initial _____

State Law

This Agreement shall be interpreted under, and governed by, the laws of the state of _____.

Integration

There are no other conditions or guarantees, verbal or implied. No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined in this Contract. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this contract.

Initial _____

Severability

In the event any provision of this contract is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this contract so as not to cause the invalidity or unenforceability of the remainder of this contract. All remaining provisions of this contract shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

Initial _____

Modification

Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Purchaser and Seller. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

Initial _____



Acknowledgement of Deposit Paid and Acceptance of Contract

Purchaser and seller signatures that appear immediately below indicate that the seller has received the deposit and the purchaser has agreed to the terms of this contract. This portion serves as the Purchaser's receipt for the deposit, This document is a legally binding contract. In signing this document the Purchaser acknowledges that he or she has read, fully understands, and agrees to ALL of the terms and conditions stated above.

Name of Purchaser (print): _____

Purchaser signature: _____ Date: _____

Name of Seller (print): _____

Seller signature: _____ Date: _____

Transfer of Ownership of Kitten and Receipt of Sale

Purchaser and seller signatures that appear immediately below indicate that the kitten/cat has been sold and is now the property of the purchaser.

Name of Purchaser (print): _____

Signature of Purchaser: _____ Date: _____

Name of Seller (print): _____

Signature of Seller: _____ Date: _____