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## **Feline Purchase contract.**

### **Buyer Information**

Name: \_\_\_\_\_ Purchase Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
(City): \_\_\_\_\_ (Zip): \_\_\_\_\_  
Phone: \_\_\_\_\_ (Home) \_\_\_\_\_ (Cell)  
Email: \_\_\_\_\_

### **Cat/Kitten Information**

Name : Chaz  
Date of Birth: 12/27/2020

Kittens Price or Terms: \$1200 USD including Delivery. **(Payment by Gpay ,Zell or CashApp) PAID**

\*Deposits are non-refundable & final payment is due on or before delivery.  
\*All delivery, shipping, and related expenses are responsibilities of the Buyer.

### **THE SELLER AND BUYER AGREES TO THE FOLLOWING CONDITIONS OF THIS LIMITED LIABILITY CONTRACT:**

**1.** This kitten(s) are purchased as : **Pet** (altering required and will be covered by the breeder) .  
**Breeding right/Show** Quality Pet (Pedigree included, altering not required)

**A)** Breeder guarantees that the buyer shall receive the same exact kitten/kittens being sold as on pictures.

**B)** Breeder guarantees that the cat being sold is a purebred cat, with a pedigree, and is registration with T.I.C.A.

**C)** If Buyer transfers cat/kitten to another owner, the Buyer agrees to let Seller know and approve the transaction. This information is for the seller's record purposes.

**D)** Although the Breeder can give an opinion of a cat/kitten being show/breeding quality, it is not a guarantee that the kitten will win in a show.

**E)** The Buyer agrees that deposits are non-refundable but may be transferred to another kitten.

**F)** The Buyer is responsible for ALL veterinary and health care expenses associated with this cat/kitten while in the possession of the Buyer.

\_\_\_\_\_ (Buyer's initials indicating full understanding and agreement to all of the above conditions)

**2.** Seller agrees to provide a complete medical history and record of all vaccinations this kitten/cat has received, along with the following health guarantees:

**A)** The Breeder guarantees that the kitten/cat is healthy to the best of his/her knowledge at the time the Buyer takes ownership of the kitten. The cat has a 72 hour warranty against any serious medical conditions once he/she leaves our home – "serious" refers to a shortened or painful lifespan.

Buyer is advised to take this kitten/cat (at Purchaser's expense) to a veterinarian for a complete health check within this period. Failure to do so within this time period will void this warranty. If the cat/kitten is found to have a serious medical condition, Buyer has 72 hours after taking possession of the kitten to notify us and ask for a kitten replacement OR full refunds, Payable by Zelle or CashApp only . This request must be in written form on the examining licensed veterinarian's letterhead which states why the kitten/cat's health is in question. The Buyer is required to return the kitten, and Seller will provide a replacement kitten OR refunds after being furnished with a letter from the vet indicating why the kitten's health is in question. If Seller has no kittens available of like kind and quality, the next litter with a kitten of equal value will be replaced. If Buyer fails to notify Seller of said health problem within 72 hours after purchase, Buyer will be deemed to have accepted said animal. This 72-hour warranty will be rendered null and void if euthanasia or any medical procedures are performed during this time period. The Breeder will not be responsible for any veterinary expenses incurred by the Buyer while the cat is in the possession of the Buyer.

\_\_\_\_\_ (Buyer's initials indicating full understanding and agreement to all of the above conditions)

**B)** The Breeder guarantees that the kitten/cat is healthy to the best of his/her knowledge, at the time the Buyer takes ownership of the kitten. The cat has a two year warranty (from the date of birth) against fatal genetic or congenital defects. This does not include conditions or infections such as colds, URI's, viruses, parasites or bacterial infections that infect the intestinal tract, such as Giardia, Coccidiosis, or Tritrichomonas Foetus. These types of parasites are not always found on a routine fecal loop. Everything is kept clean and sanitary to help prevent these types of infections. Seller cannot be held accountable for FeLV, FIV, FIP, or any other bacterial and viral infections, infectious diseases, and parasites or fungus due to the fact that these can be contracted anywhere in the environment after leaving the cattery and are not a result of genetics or breeding. If a fatal genetic or congenital defect is found, the Breeder will replace the kitten within the next six litters after the Breeder receives proof of defect in the form of a complete necropsy report, paid for by the Purchaser, from a licensed veterinary pathologist. All cats will be replaced with another kitten of like kind and quality. There will be no cash refunds under any circumstances, except at the Breeder's discretion if he/she opts to refund the purchase price rather than replace the cat. The Breeder will not be responsible for any veterinary expenses incurred by the Buyer while the cat is in the possession of the Buyer.

\_\_\_\_\_ (Buyer's initials indicating full understanding and agreement to all of the above conditions)

**3.** The Seller is not obligated to replace a kitten for any reason, including future health problems, other than those stated above (2A & 2B) and provided that ALL terms of the health guarantees are followed. The health guarantees and kitten replacement will become null and void if Breeder is no longer breeding.

\_\_\_\_\_ (Buyer's initials indicating full understanding and agreement to all of the above conditions)

**4.** This cat/kitten cannot be guaranteed to be free from the Feline Enteric Corona Virus (FeCV). It is estimated by research physicians that 93.7% of all cats have contracted FeCV. FeCV can, on rare occasions, "mutate" and cause the fatal disease Feline Infectious Peritonitis (FIP). The effectiveness of the FIP vaccine is still controversial. Many researchers and veterinarians believe it can create enough stress on the feline immune system to actually cause the disease. Although research is continuing, at this time no one knows exactly why this disease occurs, or how to completely prevent it. Therefore, the entire Health Guarantees are null and void if the FIP vaccine is administered to this kitten/cat. Once again, the Breeder/Seller cannot guarantee that this kitten/cat will never contract this disease... NO BREEDER can. There is no definitive test for FIP without a post mortem necropsy plus full histology.

\_\_\_\_\_ (Buyer's initials indicating full understanding and agreement to all of the above conditions)

**5.** It is also recommended that you do not allow your kitten to be given a Feline Leukemia vaccination since it is controversial and pose too many risks. The entire Health Guarantees are null and void if your kitten is given the Feline Leukemia vaccine. The cat/kitten will have age appropriate core vaccinations at the time of delivery against panleukopenia (distemper), calicivirus, and rhinotracheitis.

Each province has its own laws governing the administration of the rabies vaccine. The Seller does not warranty the above cat/kitten from any adverse reactions against future vaccinations.

\_\_\_\_\_ (Buyer's initials indicating full understanding and agreement to all of the above conditions)

**6. Buyer also agrees:**

**A)** to keep vaccinations and health checks up-to-date (at Buyer's expense), **B)** to provide a clean environment for your kitten, **C)** to never allow this cat to roam outdoors, **D)** to never place this cat in a laboratory or pet shop. If the Buyer is unable to keep the cat for any reason, seller will be given first right to obtain the cat, and **E)** to never declaw your kitten.

\_\_\_\_\_ (Buyer's initials indicating full understanding and agreement to all of the above conditions)

**7. In addition, the buyer's initials below reinforce and indicate full understanding and agreement to the following conditions:**

**A)** By taking possession of the kitten/cat, the Buyer agrees that the kitten/cat appears to be in sound health at time of purchase: \_\_\_\_\_ (Buyer's initials). Keep in mind that new kittens may show signs of stress including sneezing, runny nose, watery eyes, diarrhea, or constipation when brought into a new environment.

**B)** The Buyer agrees that the Breeder will not be responsible for any veterinary or health care expenses incurred by the Buyer while the cat is in the possession of the Buyer: \_\_\_\_\_ (Buyer's initials).

**C)** The Buyer agrees to grant Seller access to all veterinary records on this kitten/cat: \_\_\_\_\_ (Buyer's initials).

**D)** The Buyer understands that although the Breeder has made every effort to raise the best possible cat, it is however a living thing, and health or behavioral problems can still arise. Additionally, the Breeder makes no guarantees to the longevity of life of a kitten/cat... NO BREEDER can. If a problem arises, the Purchaser and the Breeder agree to work together to solve the problem: \_\_\_\_\_ (Buyer's initials)

\_\_\_\_\_ (Seller's initials).

**8. This contract is legally binding to all parties involved. This sales agreement is non-transferable to other parties. Any changes, additions, or omissions to this contract must be agreed upon in writing and dated and initialed by all parties. Breach of this agreement will result in cancellation of any warranties, or guarantees, of this kitten. It is agreed that this is an "As Is" sale; subject only to the warranties outlined herein which is the final agreement of all parties. This agreement is not to be superseded by any other agreement(s), be they written or verbal, unless accompanied with signed documentation outlining the new agreement or amendment. The Seller's maximum liability to the Buyer for any and all losses, claims, damages, or liability of any kind shall be limited to the amount paid by the Buyer to the Seller under this agreement. If legal proceedings become necessary, the Purchaser agrees to pay all reasonable attorney's fees and legal expenses as may be allowed by law and incurred by seller in enforcing Seller's rights under this agreement.**

The signatures below indicate full understanding, agreement, and approval with the above terms conditions:

Breeder: Julia Kari Mather.

Buyer \_\_\_\_\_ Date \_\_\_\_\_