

BLACK TYE CATTERY

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www.blacktyecattery.com



KITTEN/CAT SALES CONTRACT

Date: _____

PARTIES:

This Kitten/Cat Sales Contract is entered into on the day indicated above by and between SHARON CEJA and DAVID CEJA dba BLACK TYE CATTERY (hereinafter referred to as "Sellers") and , _____ (herein-after referred to as "Buyer").

DESCRIPTION: Sellers agree to sell and Buyer agrees to buy, on the following terms and conditions, the following described Kitten/Cat:

Color _____
Sex _____
Date of Birth _____
Sire _____
Dam _____
Registration # _____
(If applicable) _____
Name (if known) _____

PRICE (and Costs): Buyer(s) agree(s) to pay:

Price _____
Health Certificate _____
Rabies Vaccine _____
Carrier _____
Shipping _____
Total _____
Deposit _____
Balance Due _____

A non-refundable deposit of \$200.00 is required to hold this cat/kitten until delivered on the date mutually agreed upon. The deposit shall be transferred to another cat/kitten as mutually agreed upon if the cat/kitten herein dies prior to delivery or a congenital defect is discovered during the period prior to delivery.

The remainder of the purchase price and fees is due upon delivery of the cat/kitten if Buyer picks the cat/kitten up directly from Seller. A cat carrier for transport will be provided at the above cost if requested. The remainder of the purchase price and fees, including the cost of airline-approved shipping kennel, shipping fees and health certificate are due ten (10) calendar days prior to the scheduled shipping date if the cat/kitten is to be delivered by air or picked

up by a third party other than a member of Buyer's immediate family.

There will be a \$100.00 charge for any check refused by Seller's bank for any reason.

HEALTH WARRANTIES:

Present Health: Seller here represents that the cat/kitten is in good health, free from internal and external parasites and fungus, clean, with claws clipped on all four paws at the time of delivery to Buyer. Seller further warrants that the Seller's cattery is FeLV negative, FIV negative and that this cat/kitten is genetically sound and free of FeLV and FIV. Seller has provided the immunization record to Buyer.

Health Return/Refund: Buyer agrees that this cat/kitten will be taken to a licensed veterinarian within forty-eight (48) hours of delivery (except Sundays and holidays) to confirm the cat/kitten's health condition, at Buyer's expense. If any health problem is found, the cat/kitten will be accepted for a full refund of the purchase price if returned at Buyer's expense within seven (7) days with a veterinarian's certificate stating that the cat/kitten has a diagnosed health problem that was present prior to delivery.

Health Guarantee: Our health guarantees that this cat/kitten is free from viral and bacterial diseases, fungus, infections, and internal and external parasites at the time of delivery. In order to qualify for this guarantee Buyer must take cat/kitten to a licensed veterinarian within forty-eight (48) hours of delivery (except Sundays and Holidays). If the veterinarian feels that this animal seems ill and the illness was present prior to sale, the Seller is to be contacted at once, before any major treatment is begun (except in an emergency situation). Upon receipt of a statement from the examining veterinarian that the illness was present prior to sale, and after the Seller consults with their veterinarian, the Seller will at that time negotiate with Buyer as to treatment and/or reimbursement in part or in full of any veterinary bills up to the purchase price of cat/kitten. It will be an option at this time for the Seller to require the cat/kitten be returned at once at Buyer's expense and replaced with another cat/kitten of equal quality when one becomes reasonably available.

Seller shall NOT be responsible for any veterinarian billing that Seller did not specifically approve before it was incurred.

Other Return: If the cat/kitten is returned for any reason other than ill health, the Seller has no obligation to refund any portion of the purchase price or make any other payment.

Veterinary Costs: Other than as stated in IV.C. above, it is understood and agreed that all costs of medical care ordered by Buyer are at Buyer's sole expense. In the event of discovery of a genetic or congenital defect within twelve (12) months of delivery that is verified by a licensed veterinarian (whether at the time of autopsy as indicated above or during the lifetime of the cat/kitten), Seller will, after opportunity to consult with Seller's veterinarian, at Seller's option, either refund the purchase price or replace the cat/kitten with another of like quality as soon as one becomes reasonably available. No other recourse or damages shall be due. If the Buyer does not return the cat/kitten upon discovery of a genetic or congenital defect within seven (7) days of discovery, all costs for medical treatment (in any form) is to be born by Buyer.

No Other Warranty: No warranties other than those expressed above are here made or implied. It is understood that there is NO warranty or guarantee after the twelve (12) month period stated in IV.E. above.

Voiding of Warranty: Buyer understands that cats/kittens need proper vaccination for upper respiratory disease and annual boosters. Failure to obtain that treatment for this cat/kitten shall void any and all warranties. Seller specifically recommends against FeLV and FIP vaccines due to potential health risks to the cat/kitten. If the

FIP vaccine is administered to this cat/kitten, all warranties shall become null and void.

BUYER'S WARRANTIES AND AGREEMENTS:

Buyer agrees that this cat/kitten is purchased as a _____ (Pet / breeder)

If purchased as a **pet**:

Initial

- a Buyer agrees NOT to resell this cat/kitten.
- b Buyer agrees, at Buyer's expense, to have the cat/kitten altered (i.e., spayed or neutered) by the age of six (6) months.
- c Buyer agrees to NEVER breed this cat/kitten.
- d Buyer agrees to NOT show the cat/kitten without the expressed written permission of Seller.
- e Buyer agrees this cat/kitten is NEVER to be outside unless supervised in a safe enclosed area or on a harness.

If purchased for **breeding**:

Initial

- a Buyer agrees NOT to resell this cat/kitten for breeding purposes.
- b Buyer agrees that all offspring that are sold for breeding shall NOT be sold to breeders or showrooms in Region (2) without written consent of Sellers.
- c Buyer agrees to NOT show the cat/kitten without the expressed permission of Seller.
- d Buyer agrees this cat/kitten is NEVER to be outside unless supervised in a safe enclosed area or on a harness.

Cats/kittens sold for breeding and/or show will have registration papers provided at the time of delivery, or, if they are not yet available, as soon as reasonably possible thereafter. Kittens sold for pets will have registration papers provided upon written proof of spay/neuter from a licensed veterinarian. Adult cats will have registration papers provided at time of delivery.

Buyer agrees that this cat/kitten will NOT be de-clawed under any circumstances

Buyer agrees that this cat/kitten will NOT be sold, leased or given to a pet shop, research laboratory or similar facility, including, but not limited to a Humane Society.

Buyer agrees that this cat/kitten will be provided with:

- Adequate indoor facilities and not be allowed to roam outdoors.
- Plenty of water and the proper amounts of food for his or her age and size for a nutritionally sound diet.
- Prompt and adequate veterinary care upon any sign of illness.
- Annual physical examination by a licensed veterinarian and booster inoculation rhinotracheitis, panleukopenia pneumonitis and calici virus.
- Plenty of human companionship, regular play and exercise.

Buyer agrees that should circumstances cause Buyer to be unable to keep the cat/kitten for any reason, Buyer shall give Seller right of first refusal to re-purchase the cat/kitten for a mutually agreed upon amount not to exceed the purchase price. If Seller does not wish to re-purchase the cat/kitten, Seller will assist in the relocation of the cat/kitten to a suitable new owner. Buyer shall provide health records and current health evaluation to Seller, including results of and FeLV test, FIV test, complete CBC, and total protein reading from a licensed veterinarian.

