

British Mists Kitten Contract

THIS AGREEMENT GOVERNS THE SALE OF THE FOLLOWING PUREBRED SIAMESE:

Name: _____ Date of Birth: _____

Litter Reg. #: _____ Sex: _____ Color: _____

Sire: _____ Dam: _____

THIS KITTEN/CAT IS BEING SOLD TO:

Buyer's Name: _____

Address of Buyer: _____

City, State, Zip: _____

Phone: _____ Email Address: _____

THE CONDITIONS OF THIS SALE ARE AS FOLLOWS:

The kitten/cat described above is being sold as pet quality, for the sum of _____ and the following consideration:

1. Buyer accepts the responsibility of caring for the kitten/cat, and will provide properly for its welfare. Buyer agrees to keep the kitten/cat indoors in a clean and pleasant environment, uncaged and with proper nutrition, health care, and companionship.

2. Buyer agrees that if the kitten/cat is found to be neglected or mistreated, Seller shall have the unconditional right to reclaim the kitten/cat WITHOUT refund of purchase price. Neglect shall include, but is not limited to: being left alone without human companionship for periods in excess of 72 hours; lack of proper sanitary facilities; being caged; poor diet; poor health, and otherwise poor condition. Mistreatment shall include, but is not limited to: lack of proper food, lack of water, and physical abuse. Buyer will be responsible for any veterinary bills directly incurred as a result of any neglect or mistreatment.

3. Buyer understands that if the kitten/cat is declawed, it will render the guarantee null and void. Buyer understands that declawing is a mutilation involving the amputation of a large portion of the kitten/cat's toes and which is likely to alter the kitten/cat's temperament and health. Buyer agrees that Seller cannot insure the temperament or health of any kitten/cat which has been declawed. Buyer agrees that this kitten/cat was sold with the understanding that it would not be declawed

4. Buyer agrees that this kitten/cat was purchased as pet quality, and unless altered before sale, must be spayed or neutered before the age of six months or pay a penalty of \$500.00 on the day following the kitten's sixth month birthday, which in this case is _____. Buyer assures and guarantees that this kitten/cat will not be used for breeding or stud. Buyer agrees that a certificate of alteration from a licensed veterinarian will be sent to Seller within one week of date above, unless prior arrangements have been made in writing.

5. Upon presentation of a veterinarian's letter stating that this kitten has been spayed or neutered, Seller agrees to give Buyer the registration slip so he/she can register the kitten. Yes _____ No _____

6. Buyer agrees that under NO circumstances will the kitten/cat EVER be sold, leased, or given to any pet shop, animal shelter, research laboratory, or similar facility. Furthermore, it is agreed that transfer of possession, or care of the kitten/cat to another party may only be done with express written permission of Seller. Should buyer not be able to keep this animal for any reason, including the incapacitation or death of the buyer, it is to be returned to breeder/seller for placement without refund of any kind, unless the above written permission to transfer ownership is obtained. If such permission is given, new owner must sign a new contract, identical or similar to this one, with breeder/seller. Buyer agrees to tell family members about this clause.

7. Health Guarantee: This kitten/cat is guaranteed of sound health upon delivery or arrival, and for a period of 72 hours thereafter if vetted within that time. Failure to have animal checked by a licensed veterinarian within 72 hours will void any guarantee. It is recommended that the new kitten/cat be quarantined during that 72-hour period. If found to be medically deficient with an untreatable or life-threatening problem, this must be reported to the Seller immediately. Upon its return, it will be replaced with another kitten/cat of equal value. The Seller reserves the right to reserve a cash refund. If no replacement is available at the time of return, Seller will have up to one year to furnish a comparable kitten/cat. The kitten/cat cannot be returned for compensation after the guaranteed period has expired and/or it has been exposed to another cat. Seller will not honor any health guarantee if the kitten/cat dies of a virus from contact with another animal not bred at this Cattery. The buyer agrees to provide immediate veterinary care to this kitten/cat if it shows signs of distress, illness, or injury. Failure to do so will render the guarantee null and void. Under no circumstances is the kitten/cat to be destroyed prior to notification by the Buyer to the Seller. If the kitten/cat dies within the guarantee period, despite medical treatment, compensation will be made ONLY if a licensed veterinarian certifies the cause of death. It is the Seller's right to ask for the kitten/cat to be returned for identification before providing a replacement or any compensation. Seller will not be responsible for any veterinary bills of this kitten/cat after leaving Seller's residence. It is further agreed by both Buyer and Seller that this guarantee of health is void if the buyer has the kitten vaccinated for FeLV or FIP in the first year of his/her life.

8. This kitten/cat is guaranteed against congenital defects for one year. Should the animal 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 veterinarian and a veterinarian'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 Seller. NO CASH REFUNDS.

9. Seller has the unconditional right to reclaim kitten/cat without refund of purchase price for any breach of contract. Breach of contract penalty is \$500.00 per item.

10. It is mutually understood that failure to comply with any provision of this agreement may detrimentally affect the reputation and business of BritishMists Cattery. Seller retains a security interest in this kitten/cat for purposes of enforcement of this agreement, and may enforce that interest without judicial intervention. Both Seller and Buyer agree that the kitten/cat described herein is unique in character.

Any legal action which may arise under the terms of this contract will be brought in Davidson County/Lexington, North Carolina. Buyer shall be liable for any court costs and related charges including attorney's fees associated with Seller enforcing the terms of this contract. This agreement is the entire agreement between the parties.

In signing this document, Buyer acknowledges that he/she has read, fully understands, and agrees to all of the terms and conditions of the above sale.

IN WITNESS WHEREOF, we each have signed this agreement this _____ day of _____, _____.

Signature of Buyer: _____

Signature of Seller: _____

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