

Mishikoonz Maine Coon Cattery

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<http://www.mishikoonz.com>

Agreement for sale of Pet Kitten/cat

Purchaser _____ Phone _____

Address _____ City _____ State _____

Cat's 'Call' Name/Registered name _____

Color/Markings _____ Sex ____ Birthdate _____

Sire _____

Dam _____

Sold as: Pet

Purchase Price: _____ Deposit: _____ Shipping Costs: _____ Neuter: _____

Balance Due: _____ Date: _____

Purchase price does not include fees for neutering, interstate health certificate, carrier, rabies vaccination, certified pedigree, individual kitten registration, blood work and shipping costs.

Provisions of Sales Contract:

- Breeder is selling a pet quality cat/kitten.
- Buyer is contracted to provide a lifetime home for this cat/kitten. Buyer will contact the Breeder immediately if the Buyer is unable to keep this cat/kitten. This cat/kitten will either be returned to the breeder at the earliest opportunity or with advance, express written consent from the Breeder, placed in another home. **The cat/kitten may not be placed as an unaltered cat in another home without the advance, expressed, written consent of the Breeder.** Under no circumstances will this cat/kitten be sold or given to an animal shelter, humane society, pet store, research lab, or be abandoned.

- Buyer guarantees:

To have this cat/kitten surgically altered by a licensed veterinarian before the age of eight months if not done prior to sale.

This cat/kitten will be kept clean, healthy, and free of parasites, free of stress and harassment and well nourished. Buyer will provide a sanitary, indoor environment of sufficient room and space. The environment will be free of hazards, safe, secure and temperature controlled. The Buyer will keep the cat/kitten in a homelike, loving atmosphere, not subject to unnecessary confinement.

This cat/kitten will not be denied prompt veterinary care.

This cat/kitten will not be left for an extended period without arrangements for a responsible person to provide fresh food, water and liter.

This cat/kitten is NOT to be declawed without written permission of the breeder.

This cat/kitten will not be used for breeding.

This cat/kitten will be kept strictly indoors.

- Registration papers for cat/kitten will be provided upon transfer of ownership for neutered kittens or upon receipt of veterinarian certification of surgical alteration for kittens sold unneutered.

- Return Policy:

The Buyer may return the cat/kitten to the Breeder for any reason within 7 days of purchase. 100% of the purchase price will be refunded. Following that period, refunds will be at the breeder's discretion and will not exceed the resale price, payable upon resale.

Breeder will not pay for transportation, vet re-check fees or other costs incurred by the Buyer for this cat/kitten or for any replacement cat/kitten. Buyer will provide at their expense any necessary health certificate, and a new FeLV test, dated within three days prior to returning the cat.

Breeder retains the right to refuse the return of a sick or infectious cat/kitten until the cat/kitten is well.

Any cat/kitten taken back by the breeder because of negligence or improper care will not be subject to the above stated refund policy.

HEALTH GUARANTEE

- Breeder guarantees the cat/kitten to be in good health at the time of purchase. Buyer is required to have a licensed veterinarian examine the cat/kitten within two working days of delivery in order for our health guarantees to apply. If the veterinarian, upon examination of cat/kitten, determines that illness was present prior to sale, the Breeder must be contacted before treatment is begun (except in emergency situations). In the event of a dispute the Breeder reserves the right to have cat/kitten taken to another veterinarian of the Breeder's choice for a second opinion, for which Breeder will pay the cost. This second opinion will be the deciding diagnosis. The Buyer has the option of returning the cat for any reason to the Breeder within seven days of purchase date for a refund of the purchase price paid. Buyer will pay all transportation costs for the return of the kitten. The Breeder will not be liable for any medical costs associated with the cat or kitten that the Buyer incurred unless agreed upon in writing. **Breeder's liability to the Buyer shall not exceed the purchase price of this cat/kitten.** Should the Buyer elect to keep the cat or kitten in lieu of returning the cat for a refund, the Buyer retains all liability for future costs incurred by this cat/kitten. Breeder also reserves the right to refuse the return of a sick or infectious cat/kitten until it becomes well again.

- If the cat/kitten should die from an illness present prior to sale, the Breeder agrees to replace said cat/kitten with one of equal value (when available) or may opt to refund the purchase price. Should this cat/kitten die of any genetic or congenital defect before one year of age, the Breeder agrees to provide a replacement kitten (when available) or may opt to refund the purchase price. This must be confirmed by a written necropsy report, including toxicology and histology reports from an established pathology laboratory. Buyer is responsible for all costs associated with the exercise of this clause.

- Breeder has given this cat/kitten a minimum of one FVRC and one FVRCP OR two FVRCP vaccinations at the time of delivery. One FVRCP will be necessary after the age of 16 weeks. Breeder does not recommend using FeLV or FIP vaccine. Should the Buyer use these vaccines on the cat/kitten, the Breeder will not replace the cat/kitten should it subsequently develop FIP.

- Breeder requests that the Buyer isolate the new cat/kitten from their other cats and kittens for a period of 14 days. New kittens may show signs of stress including, but not limited to, sneezing, discharge from the nose or eyes, diarrhea and/or constipation. These effects can be minimized by feeding identical food as served by the Breeder (sample included in kitten packet), offering bottled or distilled water and overall taking measures to reduce stress during the integration period.

- If the buyer is found to be in violation of any of these terms and conditions, Breeder retains the option to sue the Buyer in Dallas County, Texas for breach of contract and demand immediate, unconditional return of cat/kitten to the breeder. Any contractual dispute will be tried in Dallas County, Texas. Buyer to pay all court costs, traveling expenses and attorney's fees.
- Buyer will pay the breeder a deposit of half of the Purchase price at the time of signing this contract. Deposit is nonrefundable unless sale is canceled by the breeder, in which case, deposit will be fully refunded. The balance of payment due is to be paid at least one week in advance of shipping or delivery of this cat/kitten, or in cash at the time of delivery. Advance payment may be made in \$USD funds by check, wire payment or money order. Buyer understands that the Purchase price does not include the costs of shipping the cat/kitten to the Buyer (carrier, shipping fee, rabies vaccination, blood work, and health certificate), cost of neutering, or for individual registration.
- Breeder is available to the buyer for questions and advice.
- The above conditions constitute the entire agreement between the Buyer and Breeder. Any modification or alteration must be agreed to and initialed by both parties.

I AM IN FULL AGREEMENT AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS SALES CONTRACT.

Date: _____

Date: _____

Buyer's name (printed)

Breeder: Carolyn C. Tucker

Buyer's Signature

Breeder's signature

Address (street)

Address (street)

City, State, Zip

City, State, Zip

E-mail

E-mail

Buyer's phone

Breeder's Phone