

***Contract for Purchase of Kitten or Cat***

**Description of Kitten or Cat**

Breed:

Color:

Sex:

Date of Birth:

Date of Sale:

Purchase Amount:

Name of Purchaser (print):

Address:

Phone:

Name of Seller (print):

Address:

Phone:

**Personal Information**

E-mail of the buyer:

E-mail of the seller:

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 seven days once the seller is given notice that the purchaser is sending the deposit. If the deposit is not received within seven days the temporary reservation will cease. The deposit is part of the price of the kitten/cat.

***Initial***

***Method of Payment***

***Deposit***

The purchaser shall make the deposit called for under this contract via Zelle or Square invoice. The payment shall be made in U.S. currency. Payments made via Square invoice shall be sent to the email address . An additional 3% of the payment amount must be added to payments made via Square invoice; this serves to cover the fee that the seller is charged by Square invoice for the transfer of funds. A deposit made in the form of Zelle or cash is not charged a 3% fee. By paying the deposit the seller indicates that he or she understands and agrees to abide by the terms stated in this contract.

***Initial***

***Purchase of Cat***

Payment for the cat must be provided in the form of cash, Zelle or by Square invoice. The payment shall be made in U.S. currency. 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.

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***Health Guarantee***

The seller will provide purchaser with documenting vaccinations, dewormings, and health check by vet.

The seller guarantees the kitten to be in good health at the time of purchase for a period of 72 hours. It will be the responsibility of the purchaser to have the kitten examined by a veterinarian within 72 hours. Within that 72 hour period, if found to be *seriously medically deficient*, the seller will take the kitten back and refund payment, less the deposit and 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 72 hour period, the seller can no longer guarantee the cat's health, except for birth defects.

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The seller guarantees the cat against lethal genetic or congenital defects for 12 months following the date of purchase. If, during these 12 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.

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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. Under no circumstance, is the seller responsible for the liability for the cat/kitten due to a food change by buyer or by buyer veterinarian. The seller does not agree with changing the food or diet of the said cat/kitten in any way. Changing the food of the cat/kitten can cause digestive upset and create bowel problems or diarrhea that sometimes can damage the cat/kitten.

***Initial***

***Spay/Neuter Agreement***

This cat is being sold with no breeding rights and on a spay/neuter agreement.

***Initial***

The buyer agrees that the kitten will be spayed/neutered by the time the kitten reaches six months of age, at buyer's expense. Within three months of receiving the kitten, the purchaser will provide the seller with either documentation of the spay/neuter appointment or the veterinarian's guarantee that the appointment exists and will be carried out. Proof (e.g., veterinary bill, phone call from veterinarian) that the cat has been sterilized must be provided before the cat reaches six months of age. If the cat is not spayed/neutered by five lbs. or six months of age and/or proof of sterilization is not provided, the seller will enforce breach of contract for the maximum dollar amount. The seller cannot be liable for a kitten that has not been fixed and therefore starts the behavior of marking and/or coming into heat, therefore risking the health of the cat/kitten.

***Initial***

The Seller agrees that the purchaser will be able to discuss freely the kitten/cat's health information, sterilization status, and well being with the purchaser's veterinarian; due to privacy matters, the purchaser agrees to notify his or her veterinarian as to this agreement.

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*Name of Veterinarian:*

*Name of Veterinary Practice:*

*Address of Practice/Veterinarian:*

*Phone number of Practice/Veterinarian:*

*Date or Tentative Date of Appointment for Spay/Neuter:*

Purchaser certifies that this information is true and accurate.

***Initial***

***Treatment of Cat***

Under NO circumstances shall this kitten be de-clawed. 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.

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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.

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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.

Seller will provide a list of the foods and supplements the cat has been eating. Please be careful that his or her diet is not changed drastically. The seller will make her best effort to send home a sample of what the cat is eating, as well as a bag of litter and a bottle of the litter box cleaning solution the seller uses to help purchaser through the first few days.

### *Breed Considerations*

It is understood that, with the Persian/Himalayan breed, the amount of hair will vary from cat to cat due to hormones, climate, and genetics. It is impossible to guarantee the thickness of the coat, coat color, eye color and temperament for the life of the cat. It is possible for the cat to develop some color change, especially after being spayed/neutered, or as it grows older.

### *Initial*

It is understood that the Persian/Himalayan breed requires care and maintenance that surpasses that of other breeds. Some require weekly baths; their ears should be cleaned weekly to protect their health; toes and claws must be carefully cleaned in order to avoid yeast infections. The purchaser agrees to maintain the health and cleanliness of cat. Many times the buyer will have to take the cat/kitten to the vet for sedation to be properly groomed/shaved and/or groomer. The seller is very well aware that many cats do NOT tolerate the clippers and therefore must be sedated before washing and grooming. There is no guarantee that the cat/kitten will behave for the groomer or buyer. The seller has groomed the kitten every week up until the day of delivery.

### *Initial*

***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.

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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.

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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. If the cat/kitten is relinquished there is absolutely no refund of the purchase price, feed or care costs or vet costs in any way. If the cat is returned the buyer is responsible for the cost of shipping returned to the seller.

***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 or any costs incurred pertaining to the cat/kitten.

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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. Eureka, CA Humboldt County.

***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 Humboldt County, CA or the Seller's current place of residence. The Purchaser/Buyer and Seller, by entering into this Agreement, submit to jurisdiction in Humboldt County, CA, 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 Humboldt County, CA, 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.

***State Law***

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

***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: