

Star-Studded Maine Coon Cattery Sales Contract

Buyer's Name: _____

Kitten's Name: _____ Gender: _____

Purchase Price \$ _____ Deposit Received \$ _____

- **Breeder and Purchaser Agree to the Following:**

- 1.) Breeder guarantees that the cat being sold is a Pedigree Maine Coon cat.
- 2.) This cat or kitten is purchased for pet only [NO BREEDING RIGHTS] and Buyer agrees to spay or neuter the kitten before the age of 8 months. Once veterinary proof of spay/neuter has been provided to the breeder, then registration papers for the kitten will be delivered.
- 3.) Failure to spay/neuter the kitten by the age of 8 months old will result in a financial penalty of \$1500.00 that will be due immediately after the kitten's 8-month birthday from Purchaser to Breeder and the Purchaser will lose their right to register the kitten. In the event the cat is used for mating purposes without written consent from the breeder, then a fee of \$3,000 will be due to the Breeder whether or not a litter is produced. The cat is not to be bred at any time.
- 4.) The Deposit is non-refundable for any reason other than the Breeder not being able to deliver the kitten. Deposit will be applied toward the price of the kitten. The balance for the kitten will be due at pickup. Delivery fees are NOT included in the purchase price.
- 5.) If Buyer transfers cat/kitten to another owner, the Buyer agrees to let Seller know and approve the transaction. Buyer agrees that they are not acting as an agent and, that the kitten will reside at the home of the Buyer.
- 6.) 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. Buyer is required to take this kitten/cat to a veterinarian for a complete health check within 48 business hours, excluding weekends and holidays. If the cat/kitten is found to be unfit for sale due to a congenital or hereditary disorder, Buyer may opt for one of the following:
 - (a) The right to return the animal and receive a refund of the purchase price within 10 business days following receipt of a signed veterinary certification, including sales tax, but excluding the veterinary costs related to the certification that the kitten/cat is unfit, or
 - (b) The right to return the animal and receive an exchange cat of the consumer's choice of equivalent value within the next three litters, but not a refund of the veterinary costs related to the certification that the cat is unfit.

The Buyer must notify the Breeder within 2 business days after the veterinarian's determination that the animal is unfit. The written certification of unfitness must be presented to the Breeder not later than 3 business days following receipt thereof by the Buyer.

*After 48 Hours, Breeder cannot be held accountable for FeLV, FIV, FIP, or any other bacterial and viral infections, infectious diseases, and parasites or fungus since these can be contracted anywhere in the environment after leaving the cattery and are not a result of genetics or breeding. An animal may not be determined unfit for sale on account of an injury sustained or illness contracted after the consumer takes possession of the animal. A veterinary finding of intestinal or external parasites is not grounds for declaring a cat unfit for sale. If during the 48-hour period the kitten appears ill, it is to be examined by a licensed veterinarian and the Breeder must be given access to veterinary records and treatment plans. The Breeder reserves the right to take the kitten to a veterinarian of the Breeder's choice for a second opinion, at the Breeder's expense.

7.) The cat has a three-year warranty (from the date of birth) or until the Cattery is closed - whichever comes first, against specific **genetic** defects listed below. If any are found the Breeder will replace the kitten within the next three litters after the Breeder receives proof of genetic defect via necropsy report from a licensed veterinarian. There must have been a reasonable amount of effort taken by the Buyer to treat the condition and prevent the loss of life. What is "Reasonable" will be deemed by the Breeder.

The Health Guarantee covers the conditions listed below:

- HCM (Hypertrophic cardiomyopathy)
- SMA (Spinal Muscular Atrophy)
- PKdef (Pyruvate Kinase Deficiency)
- PKD (Polycystic kidney disease)

In the event of a genetic defect which is a life-altering condition that may negatively affect the kitten within the first three years of life, and euthanasia is chosen as the best option for the cat, because there is no quality of life, both the buyer AND the breeder MUST agree in writing that Euthanasia is the best option. There are absolutely no exceptions to this clause. *Lack of funds to provide care for a kitten/cat is not a reason to choose euthanasia.*

If the condition is not specifically listed on this contract, then its specifically excluded from the health guarantee.

The cat also has a one-year guarantee against FIP. Should the kitten or cat die from FIP within one year from the date of birth, the Breeder will replace the kitten with another kitten within the next three litters. A necropsy report is required from a licensed veterinarian, and FIP must be the primary cause of death.

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.

8.) Purchasing a kitten from the Breeder makes you solely responsible for the health and well-being of the kitten from the day it arrives at home until the last day of its life. It is not the responsibility of the breeder to pay for any veterinarian expenses, treatments, or medicines that may be required to improve

the life of your kitten or cat. While everything is done to ensure that we deliver a healthy and viable kitten/cat, there's no way for us to predict the future health of any kitten. It is a living animal and there's always a risk that it may develop a health condition in the future.

9.) Buyer agrees to keep vaccinations and health checks up to date, to provide a clean and cruelty free environment for your kitten, to never allow this cat to roam freely outdoors, to never place this cat in a laboratory, shelter or pet shop, to never cage the cat unless medically necessary and to never declaw the cat. The cat will be provided medical care when needed.

10.) Seller agrees to provide a Health certificate for the kitten. Immunization records will be provided at the time of pickup. The FIP and Feline Leukemia vaccinations should not be given and will void the health guarantee.

11.) Purchaser will always provide a clean litter pan, fresh water, quality food and suitable scratching posts. If cat/kitten is found to be kept in an unsuitable environment/is poorly cared for the Seller will reserve the right to request that the cat/kitten be unconditionally returned at no cost to the Seller with NO REFUND of purchase price.

12.) 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.

13.) Breach of this agreement will result in cancellation of any warranties, or guarantees, of this kitten. The Breeder'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 Breeder under this agreement. Any lawsuits pertaining to this agreement will be handled in the state of Colorado.

14.) The kitten is able to leave the nursery and go to his new home starting at the age of 14 weeks old. Kitten must be picked up or delivered by the kitten's 16-week-old birthday. In the event the kitten has not been picked up or delivered by the 16-week birthday, then there is a \$35 per day boarding fee for the Breeder to keep the kitten, plus any fees that may be required to keep vaccines updated, or for veterinary health care. The maximum time for boarding is 30 days. After 30 days of boarding, it will be assumed that the kitten will not be going to the new buyer. Any monies paid to the breeder will be forfeited and the kitten will no longer be available to the mentioned buyer.

15.) Breeder reserves the right to cancel this contract at any time prior to the kitten leaving the cattery if the Breeder feels that it is in the best interest of the kitten and/or the Breeder. In that instance, the Buyer will be refunded 100% of their deposit.

16.) The Breeder has raised this kitten ensuring proper socialization, underfoot in the home environment, free of cages, constraints, smoke, or any cruelty. The kitten will be with its mom until the day of pickup. The Breeder will be available for support, to answer questions and give advice for the lifetime of your kitten/cat. If the Buyer is unable to keep the animal, the Breeder will be contacted. The Breeder will always take a Star-Studded Maine Coons kitten/cat for any reason and at any time, but no refund or replacement is implied.

Buyer Signature _____ Date

Breeder Signature _____ Date
