

Kitten Sale Contract

Description of kitten:

Name: GenCalico _____

Born:

Breed of kitten: British Shorthair **Color:**

Sex:

Sire:

Dam:

Purchaser:

Seller:

Address:

Address:

Phone:

Phone: (347) 409-22-38

E-mail:

E-mail: info@gencalico.com

Date of Sale:

Terms of Sale:

Purchasers agree to the following conditions of sale:

This kitten is purchased for: SHOW _____ BREEDING _____ PET X .

If kitten/cat is found to be showing signs of congenital malformation which adversely affects the length or quality of the animal's life within 6 months following sale of the kitten/cat, or the presence of symptoms of a contagious or infectious disease (excluding URI, diarrhea caused by coccidia or giardia, other intestinal parasites and ringworm) within 14 days following sale of kitten/cat, purchaser must provide a signed veterinary certification, which states that kitten/cat was UNFIT FOR SALE (at time of sale) unless a separate agreement is reached by the seller and purchaser(s).

Unfit for sale certification must be accompanied by all veterinary documentation and tests/labs, which support the diagnosis, and the diagnosis must be verified by an independent veterinary specialist (i.e. in case of suspected heart condition, certification from a cardiologist not regular DVM).

This guarantee covers both genetic and congenital causes except feline infectious peritonitis, which could be a combination of infection and individual predisposition.

The animal must be presented to seller 3 business days after being issued the veterinarian's certification stating the kitten/cat was unfit for sale.

Should kitten/cat die at anytime after possession and while this health guarantee is in force, a necropsy is required at purchasers' expense, the results to be given to seller in writing from the veterinary professional that performed the necropsy within 15 days of the necropsy.

This guarantee specifically excludes any and all costs incident to shipping and veterinary expenditures. No monetary refunds either in full or in part will be given, and purchasers will absorb all costs associated with return and/or replacement of any cat/kitten.

Seller is providing an exclusive offer of immediate health insurance coverage for this kitten through Trupanion, and requires purchaser(s) to activate this or obtain another comprehensive policy to protect this kitten until he/she reaches 1 year of age. Seller strongly urges the purchasers to continue insuring this kitten/cat during his/her life.

Upon conditions above, seller guarantees to replace the kitten/cat with one of same color, gender and equal worth from the next available litter of kittens or at any such later time purchasers are ready. Purchaser will be given the right to choose any kitten/cat from those available to others for sale.

I have read, understood and agree to abide by the foregoing health guarantee. _____
Purchaser(s) Initials

Seller agrees that kitten/cat is in good health to the best of our knowledge with no liens or encumbrances against said kitten/cat. Seller makes no guarantee of show quality in a kitten/cat. Seller recommends the purchasers to have the kitten/cat examined by the veterinarian of purchasers' choice during the first 72 hours after receiving the kitten/cat. However, the decision whether or not to have the examination does not limit or terminate the health guarantee above.

Purchasers are acquiring this kitten/cat as a companion animal and not for breeding/show purposes. As such, it must be neutered/spayed as soon as determined to be safe for her health by the purchasers' veterinarian. The seller will retain co-ownership of this kitten/cat until such time this kitten/cat is neutered/spayed, and proper veterinary certificate or other proof of this procedure is provided to the seller. Thereupon co-ownership will be relinquished with all rights to the kitten/cat, not otherwise mentioned in this contract, belonging to the purchasers.

Purchasers agree and guarantee this kitten/cat will NOT be used for breeding purposes if not purchased for such. Purchasers agree that upon noncompliance with the forgoing spay/neuter agreement, seller will be deemed a 100% owner of this kitten/cat, and thus will have the right to recover the kitten/cat with no money returned to the purchasers.

Purchaser(s) may request (orally or in writing) registration and/or pedigree information to be provided to them after the kitten/cat is neutered/spayed, and seller will forward such documentation provided the above condition of proof of neuter/spay has been provided to the seller.

If this cat is sold for "show," seller makes no warranties for the titles this cat will achieve when shown in major association exhibitions.

Seller makes no express or implied warranties regarding behavior or personality traits and/or predispositions.

In the event purchasers are unable or unwilling to own this kitten/cat any longer, purchasers shall surrender the kitten/cat back to the seller. No refund will be due to the purchaser unless a separate agreement is reached at the time this condition occurs. If registration of this cat has already been transferred to the purchasers, purchasers further agree to transfer registration back to the seller at the time of such surrender.

Adequate heated indoor sanitary facilities will be provided, and the kitten/cat will not be allowed to roam out of doors. If this kitten/cat is found to be neglected or ill and left untreated for an unreasonable length of time, the purchasers must and will surrender said kitten/cat to seller unconditionally and without compensation to the purchasers, and to reimburse seller for all reasonable costs incurred by seller to reclaim the cat, including but not limited to actual legal costs. If registration of this kitten/cat has already been transferred to the purchasers, purchasers further agree to transfer registration back to the seller at the time of such surrender.

If for any reason beyond the purchasers' control, the kitten/cat must be euthanized, the breeder/seller must be advised anytime before or within 1 month after euthanasia.

Seller has had kitten/cat inoculated at a reasonable age and will provide the Purchasers with current health record evidencing specific inoculations and/or other health related treatments.

At Purchasers' request Seller will provide Purchasers with a Health Certificate from a licensed Veterinarian upon request at least 3 days before the scheduled pick-up of the kitten/cat. Costs of obtaining such Health Certificate are to be paid by the requesting party.

Seller also strongly urges the purchaser to keep her name and address on file with the purchaser's veterinarian and with any documents pertaining to estate matters in the event of sudden death. Even if a family member plans on taking over the guardianship of the kitten/cat, please have them notify the seller so she may note in her records accordingly. NEVER is the kitten/cat to be placed at a shelter/rescue center! Seller will take the kitten/cat back and rehome it if necessary.

Purchasers must notify the seller of the purchasers' name, address and/or telephone number changes so that seller may note in her records accordingly.

Under no circumstances will this kitten/cat be declawed, demedowed or surgically mutilated in any way unless a written consent is given by the breeder/seller. Under no circumstances will this kitten/cat be sold, leased or given to any pet shop, research laboratory or similar facility. Written consent by the breeder/seller is required of the purchasers (the person who signed this contract) if he/she wishes to co-own, sell, lease or give kitten/cat to anyone other than the signed purchasers of this agreement. The registration certificate of the kitten/cat mentioned in this contract must be returned to the breeder/seller. It shall be the decision of the breeder/seller if the registration certificate shall be reissued.

NO MONIES shall be returned to the purchasers.

I have read, understood and agree to abide by the foregoing. _____

Purchaser(s) Initials

This kitten/cat cannot be rehomed without written authorization of the seller. Rehome means placing a kitten/cat in another's possession for over 30 days. Seller guarantees that she will not withhold authorization unreasonably.

All of the stipulations in this contract apply to anyone purchasing a kitten from _____.

The place of sale is considered state of New York, Westchester County, and any litigation that may arise out of this contract is to be heard before a judge of this County and State applying the laws of Connecticut.

Failure of purchasers to abide by either of the conditions contained in this contract and failure to abide by conditions in this contract stipulated as such will hold signee/signees liable for a fee of \$3,500.00 (THREE THOUSAND FIVE HUNDERD DOLLARS) plus all actual attorneys fees and all actual legal fees, after signee/signees of this contract have been found liable, which shall be paid to _____, within 30 (THIRTY) days after judgment. Kitten/cat mentioned in this contract must also be surrendered to _____, with no monies paid to purchasers.

Purchasers' signatures indicate his/her/their full agreement with all of the above conditions and terms.

Purchaser(s)' signatures:

Seller's signature:

Date: _____

Date: _____