



Kitten Sale Contract

TICA Cattery Registration # 101343

Queens Scottish Fold LLC

Email : queensscottishfold@gmail.com

Description of Kitten:

DOB:

Breed of kitten: Scottish Fold

- Male
- Female

Date of Sale:

Buyer:

- Name:
- Address:
- Phone:
- Email:

The BUYER (identified at the bottom of this agreement) agrees to purchase a cat/kitten from the BREEDER.

CONTRACT TYPE:

- Pet Kitten
- Retired Breeder

- I. Buyer will have the kitten examined by a licensed veterinarian within 72 hours of the pickup or delivery time. If the buyer fails to complete this mandatory exam this contract will be rendered null and void. Prior to this exam the kitten will be quarantined. If the kitten comes into contact with any animal of any species prior to the exam it will render the contract null and void. Once the kitten has left the seller all costs incurred by veterinarian care is the responsibility of the buyer. Seller is not responsible for any return shipping expenses. No cash refunds.

I have read, understood and agreed to abide with the agreement above.

Purchaser(s) Initials

- II. 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, ringworm, other intestinal parasites) within 72 HOURS following sale of kitten/cat, purchaser must provide a signed veterinary certification and itemized statement from a board certified veterinarian, which states that the 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 72 HOURS after being issued the veterinarian's certification stating the kitten/cat was unfit for sale. Should kitten/cat die at any time after possession and while this health guarantee is in force, a necropsy is required at purchasers' expense, the results to be given to the 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. Upon conditions above, the seller guarantees to replace the kitten/cat with one of the same color, gender and equal worth from the next available litter of kittens or at any such later time purchasers are ready. Purchasers will be given the right to choose any kitten/cat from those available to the public (not waitlisters) for sale.

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Purchaser(s) Initials

- III. No one can guarantee that a cat/kitten will never get FIP. BREEDER guarantees to replace kittens with kittens of equal quality in the event that a kitten dies of FIP within the first (1) year of life. This diagnosis must be confirmed by a board-certified veterinarian via post-mortem necropsy report that includes a confirmed identification of the cat/kitten.

If the cat/kitten is diagnosed with FIP, BUYER promises to contact BREEDER as soon as the kitten is diagnosed with FIP. Additionally, the BUYER agrees that the cat/kitten will not be euthanized (following a FIP diagnosis) without first contacting BREEDER.

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Purchaser(s) Initials

- IV. 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. 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 that upon noncompliance with the forgoing spay/neuter agreement, the 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.

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Purchaser(s) Initials

- V. We all want to live forever, and definitely hope to outlive our pets. Sometimes Fate has other plans, and in the event that one of our cats/kittens survives the BUYER, Queens Scottish Fold wants to ensure that they are adequately cared for. The person identified below would be accountable for the same standards of care as outlined in the family pet contract. In the event that the cat/kitten is not able to be cared for adequately by the identified party, the BUYER agrees that the person below will surrender the cat/kitten back to the BREEDER. 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.

In the event that the cat/kitten survives the BUYER, the BUYER bequeaths the cat/kitten to the following person (further identified as RECIPIENT):

Name: _____

Address: _____

Phone: _____

Email: _____

BUYER confirms that he/she has:

1. Verified acceptance of this addendum with the RECIPIENT
2. Provided the BREEDER's information to the RECIPIENT

I have read, understood and agreed to abide with the agreement above.

Purchaser(s) Initials

- VI. Under no circumstances will this kitten/cat be declawed, demoweled 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. NO MONIES shall be returned to the purchasers. I have read, understood and agree to abide by the foregoing.

I have read, understood and agreed to abide with the agreement above.

Purchaser(s) Initials

VII. 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 QUEENS SCOTTISH FOLD. The place of sale is considered the 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 New York State. 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 Queens Scottish Fold LLC within 30 (THIRTY) days after judgment. Kitten/cat mentioned in this contract must also be surrendered to Queens Scottish Fold LLC, with no monies paid to purchasers. Purchasers' signatures indicate his/her/their full agreement with all of the above conditions and terms.

I have read, understood and agreed to abide with the agreement above.

Purchaser(s) Initials

VIII. Both parties agree that disputes will be handled and resolved in a private manner. Issues will not be aired in any public forum including social media up to and including entities such as Facebook, Twitter, Instagram or Yelp. If this clause is breached, the contract would be rendered null and void. Any verbiage that is considered slander, defamation, and/or libel said against Queen's Scottish Fold on social media and/or any public platform will be used in the court of law for monetary damages.

I have read, understood and agreed to abide with the agreement above.

Purchaser(s) Initials

Purchaser(s)' signatures: _____

Date: _____