

MIDLANDS  
BAMBINO & SPHYNX

## Purchase Contract

PURCHASER AGREES TO THE FOLLOWING:

- 1) The purchaser agrees to pay a non-refundable deposit of \$500 USD to reserve their kitten of choice. The buyer understands the “ready date” may change at the breeder’s discretion. If the balance is unable to be paid by the date listed, the Breeder has the option to cancel the sale without a refund of the deposit. We accept Cash, PayPal, and Cash App. All third-party service fees are to be covered by the Buyer.
- 2) If for any reason, at any time, for the life of the kitten/cat, you cannot retain ownership of said animal, the Breeder shall be given the right of first refusal.
- 3) Payments: If the Buyer, having put a deposit on a cat/kitten, should later change their mind about the purchase, the deposit will not be refunded. The buyer will have the option of purchasing a kitten at a later time, within a 12-month period, where the deposit will be applied in addition to the new reserving deposit.
- 4) It is understood that no Sphynx/Bambino/Elf /Dwelf is completely hairless and that “hair” may grow from time to time, changing the appearance of your kitten/cat. This is an acceptable and normal trait of the Sphynx and is not a condition that deserves cause for a refund.
- 5) The Breeder provides a 1-year congenital guarantee and a 72-hour limited-warranty guarantee that the above kitten/cat is in good health at the time of purchase. It is the responsibility of the Buyer to take the kitten/cat to a veterinarian within this time for a thorough examination. If the kitten/cat is not vet-checked within 72 hours of going to its new home, this contract will become void & the Buyer will be considered in breach of contract. The Buyer agrees to keep kitten/cat quarantined for a period of 7-days from other cats or kittens. If the kitten/cat has not been kept



quarantined, the warranty is void. If found to be medically deficient with an untreatable or life-threatening problem, this must be reported to the Breeder immediately. A signed statement from a licensed veterinarian in addition to copies of any and all supporting diagnoses and/or documents is required to qualify for any exchange. If an untreatable or life-threatening problem is found, the Buyer has the choice to return the kitten/cat for a replacement with all returning and receiving replacement fees being paid by the Buyer. There are no cash refunds. Upon the kitten/cat's return, it will be replaced with a kitten/cat of equal value. If no replacement kitten/cat is available at the time of return, the Breeder will have one year to furnish a comparable kitten/cat. Transportation and all veterinary costs are the responsibility of the Buyer. The Breeder retains the right to have a second opinion by a veterinarian of their choice. If after reporting any adverse conditions, the Buyer may choose to keep the kitten/cat, thereby assuming all financial responsibilities. This health guarantee applies only to actual medical conditions that are life-threatening and will not include any cosmetic conditions, or conditions that are considered to be normal to the Sphynx breed. After the 72- hour health guarantee period, the Breeder cannot be held accountable for future diagnosis of FeLV/FIV/FIP, any bacterial or viral infectious diseases, parasites, or fungus; due to the fact that these can be contracted anywhere in the environment after leaving the cattery and are not a result of genetics or breeding. The Buyer accepts all responsibility for the protection of the kitten/cat from said diseases, illnesses, parasites, and fungi.

- 6) All kittens will have received at least 2 vaccinations prior to leaving our home. The Buyer agrees to not have your kitten vaccinated for at least 3 weeks after the date of the prior vaccination, as that can make your kitten very sick and may even cause death.
- 7) Feline Leukemia and FIP Inoculation is very dangerous to your kitten/cat and may cause death. Please research. The contract will be void if the kitten/cat shall receive either of these stated vaccines.



- 8) As the Breeder, we have the right to refuse and/or cancel the sale at any given time or reason, as we see fit. You understand that the hairless breed is an indoor cat only.
- 9) Under no circumstance shall the kitten/cat be declawed. Doing so is an automatic breach of contract and will result in immediate surrender of kitten/cat to the Breeder.
- 10) Kittens/cats sold with breeding rights are not guaranteed to reproduce. The Buyer understands there are many factors that can affect the breeding career of a cat that is out of our control and therefore cannot guarantee anything in that regard.
- 11) If said kitten/cat is purchased with breeding rights, you agree not to sell said cat to another person with breeding rights without our approval first. If later discovered that said kitten/cat has been sold to another person with breeding rights, without our consent, you will be considered in breach of contract. Absolutely no offspring produced by purchased kitten/cat is to be sold with breeding rights to any person, in protection and respect for our line.
- 12) The Breeder reserves the right to repossess said kitten/cat in the event of failure or refusal of the Buyer to comply with the terms of this agreement, with all repossessing fees being paid by the Buyer. In addition, a breach of contract penalty is \$600 per item. PLUS \$2,500 in punitive damages. Buyer will be liable for any court costs and related charges, including attorney fees associated with the Breeder enforcing the terms of this contract. This legally binding contract is the exclusive agreement between the Breeder and Seller and supersedes any and all prior oral or written agreements, negotiations, or other dealings between them concerning the purchase and sale of kitten/cat.
- 13) The Breeder/Seller offers a guarantee/protection against Hereditary/Congenital HCM during the kitten's first year of life. If your kitten is diagnosed with HCM we will not refund you the cost of your kitten/cat but will replace your kitten/cat with a similar type and quality when one is available with the Buyer paying the cost of delivery of



replacement – once the kitten is returned – at Buyer’s cost. HCM must be diagnosed with ultrasound by an approved veterinarian specializing in cardiology. Photographic and/or Microchip proof must be given to verify the identity of the kitten/cat diagnosed. If Buyer decides to keep the diagnosed kitten/cat and the kitten/cat was purchased for breeding purposes, proof of spay/neuter must be provided prior to sending/receiving a replacement kitten. Our breeding adults are DNA tested. This, however, is not a guarantee against HCM at some point in the life of the kitten/cat. HCM can show up at any age. Please take the time to educate yourself on the subject.

- 14) In the event that the kitten/cat will be shipped to the Buyer, via plane, the Buyer understands that they are responsible for all shipping costs. The Breeder is not liable for the kitten/cat once it has been turned over to the flight nanny. The buyer takes all responsibility to deal with the airline/nanny directly if the kitten/cat is lost, stolen, or damaged resulting in the death or loss of the kitten/cat.
- 15) We will deliver or meet, within 1-hour of Lexington, South Carolina, at no charge. If for some reason Buyer does not show and/or is late by more than 1 hour – at the designated time and place – the delivery fee will then apply, and the kitten/cat will return with me to Lexington, South Carolina where it would then need to be picked up by the Buyer.

PURCHASER’S/BUYER’S SIGNATURE INDICATES FULL AGREEMENT AND UNDERSTANDING OF ALL THE TERMS AND CONDITIONS OF THIS PURCHASE CONTRACT. THIS DOCUMENT IS A LEGAL AND BINDING CONTRACT. THE LAWS IN THE STATE OF SOUTH CAROLINA SHALL BE IN CONTROLLING.

