

*Claws-On Hybrids
Claws'on Savannah
Clawsons Ranch*
Contract for Purchase of Kitten or Cat

Description of Kitten or Cat

Breed: _____
Color: _____
Sex: _____
Date of Birth: _____
Date of Sale: _____
Pet _____ Or Breeder _____
Purchase Amount: _____

Personal Information

Name of Purchaser (print): _____
Address: _____
Phone: _____ E-mail: _____

Name of Seller (print): _____
Address: _____
Phone: _____ E-mail: _____

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, please let us know. 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, we will be happy to provide you with information to help make this time easier for the new parents and the kitten.

Terms of Contract
Deposit

A non-refundable deposit of \$_____ (25% of the sale price) 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 up to 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 separate from the price of the kitten/cat.

Method of Payment

Deposit

The purchaser shall make the deposit called for under this contract via PayPal or in the form of a check, money order, or cashier's check. The payment shall be made in U.S. currency. Payments made via PayPal shall be sent to the email address _____.

An additional 3.3% of the payment amount must be added to payments made via PayPal; this serves to cover the fee that the seller is charged by PayPal for the transfer of funds. A deposit made in the form of check, money order, or cashier's check shall be made payable to _____ and mailed to:

By paying the deposit the seller indicates that he or she understands and agrees to abide by the terms stated in this contract.

Purchase of Cat

Remaining payment for the cat must be provided in the form of cash, cashier's check, or money order at time of picking up the kittens or if using paypal or our credit card processing 2 weeks prior to picking up your kitten. All payments must be made no later than 2 weeks before shipping date. 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.

If later on the buyer attempts to at any time and submit a claims (falsiy information) to the company he or she uses to make the non-refundable deposit or payments through to get the deposit back against this contract a letter will be submitted with the contract attached to the company to show of the legal binding contract. This will be considered breach of contract and seller will enforce breach of contract for the maximum dollar amount.

Initial _____

Health Guarantee

The seller will provide purchaser with documenting vaccinations, dewormings, and any additional information both apties agreed on.

The seller guarantees the kitten to be in good health at the time of purchase for a period of 48 hours. It will be the responsibility of the purchaser (if he or she chooses to do so) to have the kitten examined by a veterinarian within 48 hours. Within that 48 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 48 hour period, the seller can no longer guarantee the cat's health, except for birth defects.

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.

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.

Spay/Neuter Agreement

If the said cat is being sold as a pet with no breeding rights. Spay/Neuter agreement can be waived if both parties agree.

The buyer agrees that the kitten will be spayed/neutered by the time the kitten eight months of age, at buyer's expense. Within three months of receiving the kitten, 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 eight months of age. Once the seller is provided with that information any pedigree for the kitten will be released to the buyer. If the cat is not spayed/neutered by eight months of age and/or proof of sterilization is not provided, seller will enforce breach of contract for the maximum dollar amount.

Purchaser's Veterinary Information

The purchaser should provide the name and contact information of the cat/kitten's new veterinarian before transfer of ownership will take place. The Seller reserves the right to contact the purchaser's veterinarian at any time during the kitten/cat's life.

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: _____

Treatment of Cat

Seller does not suggest 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 that is the cat is to be declawed voids all health guarantees.

Seller suggests that the kitten/cat should not be permitted to live outdoors without proper containment.

The new cat when arrives to it’s new home 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..

Buyer’s Responsibility

It is the purchaser's sole responsibility to comply with all municipal, state, and national laws in respect to this kitten/cat. It is the Purchaser's sole responsibility to comply with all international shipping country and receiving country's export and import laws, licenses, permits, vaccination and testing requirements, and CITES requirements if traveling with this kitten/cat and for international import/export of any progeny of this kitten/cat. The Seller cannot and will not be responsible for any refusal by any authority to allow international import/export of any progeny of this kitten/cat.

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.

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.

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.

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.

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.

State Law

This Agreement shall be interpreted under, and governed by, the laws of the state of Nevada. Any legal action that may arise under the terms of this Contract will be brought to Elko County, Nevada or the Seller's current place of residence. The Purchaser and Seller, by entering into this Agreement, submit to jurisdiction in Elko County, NV 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 Elko County, NV, 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.

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.

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.

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.

By Signing this agreement buyer agrees to all verbatim in the contract.

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: _____