

Alley Catz Maine Coons

(402) 570-1065 alleycatzmainecoons@gmail.com

We are so excited to have you as a part of our extended cat family! We raise and love our kittens as our own and I'm not going to lie, I cry every time one leaves. Our hope is that you will keep us updated on how your kitten is doing and that you will send us lots of pictures of them as they grow!

ADOPTER INFORMATION

Name_____

Address_____

Phone number_____

Email_____

Kitten Info: M/F DOB_____ Parents_____

Color/Markings_____

PRINT AND SIGN THIS PAGE TODAY. You can then screen shot this page with your signature and send it back to me by email or text. Send \$1-5 initially to make sure no fees are charged and that you have correct address. Do NOT say it is for goods/services because then a fee is charged and you will owe more. When it asks what it is for just say TY or Thank you. Once I have confirmed payment was received you can send the remainder.

Payment options:

Venmo@Lara-Eslick last 4 digits of phone number are 1065 or text me and I can send you scan code

Zelle - at my email **slicklse@hotmail.com**

Paypal - **slicklse@hotmail.com**

Final Payment is due at pick-up/delivery. **By signing below, you acknowledge that you have read the entire contract, understand the spay/neuter requirement and health guarantee.**

Date_____

Signature of Adopter_____

KITTEN CONTRACT - ALL KITTENS MUST BE SPAYED/NEUTERED!! CFA PAPERWORK/TRANSFER OF OWNERSHIP WILL NOT BE ISSUED UNTIL PROOF OF SPAY/NEUTER.

TERMS AND CONDITIONS

A LIFETIME OF SUPPORT

Our kittens are FAMILY and we encourage you to reach out at any time for any reason if you have any concerns about your kitten. We love getting updates and photos of the kittens as they grow and look forward to having you as part of our Big Red Coon Family for years to come.

SPAY/NEUTER AGREEMENT-PET ONLY- NOT FOR BREEDING

I "Adopter", understand and agree that the above described Maine Coon Kitten is being adopted/purchased by me for the sole purposes of being a PET for myself/my immediate family. I understand and agree that this kitten **must be spayed/neutered between 4 months of age and 12 months of age** and proof to be sent to alleycatzmainecoons@gmail.com. I understand and agree that the adopted Maine Coon may not be bred under ANY circumstances. If I am unable to afford to spay/neuter my cat prior to 12 months of age, I will notify Breeder who may assist. Ownership of this kitten does NOT transfer to Adopter until this kitten is spayed/neutered. If this adopted Maine Coon becomes pregnant or is used for breeding, intentionally or otherwise, Adopter will immediately notify Breeder and surrender cat and kittens. In this unlikely circumstance, all payments made by Adopter to the Breeder shall be considered liquidated damages to the Breeder. Failure to spay/neuter before 12 months voids contract. If you would like your kitten to be spayed/neutered BEFORE you pick them up this can be arranged. Please ask Breeder about this option if you are interested.

POSITIVE POSTING AND KITTEN UPDATES

is on Facebook. Alley Catz Maine Coons is on Facebook, Instagram and TikTok. Please follow and like us!! **We are an internet-based business and the highest praise you can give us is positive posting on our social media sites.** If you have been pleased with the kitten selection and purchasing process and love your new kitten, we ask that you go to our Facebook Page Alley Catz Maine Coons, go to Reviews and write a FIVE STAR review about your positive experience, then post a photo of your gorgeous kitten and continue to post as your kitten grows. Everyone loves kitty photos! If you have any negative issues regarding your experience or kitten, PLEASE CALL ME AND TELL ME! I don't want to learn about a concern through a social media post. Contact me immediately so I can help you.

RIGHT OF FIRST REFUSAL.

If at any time the Adopter becomes unable to care for the kitten, Adopter must immediately notify the Breeder and offer her the right of first refusal to receive the kitten/cat back from Adopter at no cost to the Breeder. If Breeder agrees to accept the returned kitten/cat, Adopter must coordinate and pay for transportation if required, and provide all shot records. Only if the Breeder does not elect to receive the returned kitten, may the Adopter place the kitten in a home that meets the same conditions as stated in this contract. Breeder must approve transfer and will NOT honor the health guarantee for anyone but the original Adopter. Even an approved transfer voids ALL guarantees and all of Breeder's obligations under this agreement. We intend for you to keep this kitten its full life. If you cannot, we look forward to accepting your cat or kitten back into our fold and placing it through our Charitable Giving program with a deserving family.

Before you bring your kitten home, Well vet visit. You MUST take your kitten to a licensed veterinarian of your choosing within three (3) business days (72 hours) for a "well visit" at your expense. Not getting a well visit will void this health guarantee. It is your job to schedule your well visit prior to receiving your kitten. The purpose of this visit is to schedule your booster shots for your kitten, and to have your vet perform a thorough exam and confirm, as indicated in the Nebraska Health Certificate, that your kitten is healthy. Email me proof of the well visit or

text a photo of the receipt with date of exam shown. Schedule this exam in advance, as the three (3) day window for the well visit will not be extended and failure to vet check your kitten within three (3) days voids this warranty. We understand that vet offices are closed on weekends and holidays, but viruses don't respect office hours and if we extend the limit, we could end up being blamed for illnesses incurred by your kitten after leaving our care. *Please note, if your kitten is traveling with a courier, it is possible your kitten could suffer illness or injury en route to your home. Your kitten is guaranteed healthy and fit for delivery as indicated in the Nebraska Health Certificate provided to you when picked up from me. Risk of loss as a result of courier negligence is borne by the Adopter.*

HEALTH GUARANTEE

Our commitment to my cats and to you. We at Alley Catz Maine Coons utilize all resources available through our veterinarian and do periodic testing to ensure that we are breeding the healthiest cats to create the healthiest kittens for you. **However, kittens are living beings and, as such, we cannot guarantee that your kitten or cat will never become sick or develop disease.** We love our cats who live in our home and take very good care of them. We want you to have the same great experience with your kitten that we have with our cats, so we offer an Initial Health Guarantee AND a Long Term Health Guarantee as described below.

Initial Health Guarantee/Disclaimer

This kitten is guaranteed healthy on the day it leaves our home. It leaves our home with a valid Nebraska Health Certificate signed by a licensed Nebraska Veterinarian who has confirmed this kitten has no health issues. NONE. This is your initial health guarantee. You start out with a healthy, well kitten. You then take your healthy, well kitten to your vet, who will also confirm that your kitten is healthy and well. The kitten has had a thorough health inspection including checking his/her ears, eyes, heart, lungs, and overall body. The kitten has no visible issues - no parasites, no fungus, no worms, no diarrhea, etc. **THERE IS NO TEST FOR FIP***. We provide a long term guarantee against genetic defects. We do not guarantee against FIP, subsequent parasite infestations, viruses, skin issues, upper respiratory infections, crusty eyes, and similar issues in kittens that are common and contagious. For example, if you do not give your kitten a flea preventative, it may get fleas or ticks (Trifexis for young kittens, Bravecto after 6 months old). Your kitten could get ear mites (Revolution prevents this) or fungus, like ringworm (which is a misnomer, because it is not a worm, but actually a fungus like athletes foot) from another pet who shows NO SYMPTOMS or even from your local pet store's floor or your shoes (ringworm fungus is super contagious on kittens and surfaces/floors/kennels/tables for up to 2 years - mop with PineSol). Fungi are treated with an over the counter anti-fungal cream like Lotrimin (Terbafine) for 14 days. Upper respiratory infections in kittens are also common and highly infectious and also easily treated with antibiotics. Your kitten did NOT have these symptoms when it left my care, but the stress of moving to a new home, particularly if you ship the kitten, can cause stress which may present itself as diarrhea, runny nose, etc. These types of common issues are not guaranteed against. When your kitten leaves our care it is 100% healthy and ready to start its new life with you. It is up to you to keep your kitten happy and healthy through proper diet and regular vet check ups and vaccinations.

Upon Arriving Home:

During the first three (3) days home, keep your kitten quiet and happy and take it to the vet for a well visit. We require you to quarantine your kitten for its first three (3) days home in a room with NO other animals, maybe in your bedroom. Do not introduce your kitten to any other animals these three days. Do NOT take your kitten to a pet store to pick out toys. Do NOT take your kittens to your friends house to show them off...even though they are adorable. The only place you should take your kitten in the first 3 days is your vet. Not isolating a kitten upon arrival and immediately introducing it to a house full of animals WILL result in stress related reactions,

such as sneezing and runny eyes and will void this health guarantee. In the first few days home, your kitten may experience common stress related issues due to shipping/rehoming such a cold like symptoms including, but not limited to, runny nose, eye discharge, sneezing, lack of appetite, constipation, as well as stress induced diarrhea. Changing the kitten's food can also result in diarrhea. Such symptoms are not included in this guarantee and are normal upon transition and usually of short duration. Injury or illness incurred during shipping is out of the Breeder's control and is not covered. All risk of shipping is the Adopter's risk. If you fail to quarantine your kitten in the first three days, you are increasing its stress and likelihood of stress related illness.

Unfit Kitten - If your veterinarian provides a written certification at the well visit that the kitten is UNFIT for sale **due to an untreatable or life-threatening congenital or hereditary issue**, you must notify the Breeder within two (2) business days and return the kitten to the Breeder within five (5) business days after the vet's determination that the kitten is unfit for replacement with a comparable kitten as soon as one is available. Failure to notify breeder of health issues within 2 business days of discovery of said issues voids this contract. Call the Breeder BEFORE your vet institutes any treatment or administers any medications. Remember, you are responsible for all vet bills and if you are returning, I want my experienced vet to determine treatment. You agree that the Breeder does not pay any of your incurred veterinary bills under any circumstances EVER from your date of purchase, forward. Nebraska Law controls this Agreement. Your sole remedy is to return the kitten to the Breeder as soon as your vet notifies you that it is UNFIT because of an untreatable or life-threatening congenital or hereditary issue. To be clear, parasites, skin issues, upper respiratory infections, and diarrhea do NOT render a kitten UNFIT and are NOT life threatening congenital or hereditary issues. When your kitten left my care it had none of these issues, but if it develops any of these issues in transit, all are readily treatable.

Replacement Kitten Costs: Breeder can not guarantee color of replacement kitten but will use her best efforts to replace the kitten with a similar kitten of equal value. Breeder will NOT issue a cash refund. You agree that the Breeder does not pay or refund any shipping costs. YOU AGREE THAT THE BREEDER DOES NOT REFUND ANY VET BILLS or related expenses.

Ways to VOID this Health Guarantee

- (i) failure to have your kitten checked by a licensed veterinarian within 72 hours and failure to obtain ALL required boosters and annual vaccinations at your vet. Your kitten should be seen by a vet every year;
- (ii) failure to quarantine your kitten for first 3 days;
- (iii) failure to notify Breeder that vet determined kitten is UNFIT within 2 business days of vet's discovery;
- (iv) failure to spay/neuter between 4 and 12 months of age voids this warranty AND gives me the right to seek return of the kitten. I recommend spay/neuter around 4-6 months.
- (v) Failure to comply with any of the terms and conditions of this contract;
- (vi) Non Disparagement Agreement. Do not say or post anything negative about Alley Catz Maine Coons or its cats or kittens or your experience. If you have a concern, contact the Breeder only. Negative posting about Breeder, Breeder's cats or any experience with the Breeder voids this Agreement and results in liquid damages - because my business is internet based, it is impossible to measure the damage of one negative post. Any issue you have with Breeder may be resolved with Breeder, directly. If you choose to post anything on social media negative about Breeder, her cats, or anything regarding any interaction you have had with Breeder or her cats, you unequivocally agree to pay to Breeder liquidated damages in the amount of the full purchase price of your kitten within

72 hours of posting. All issues are to be resolved privately and not on social media.

- (vii) You are responsible for your household members. If your spouse or children post negative information as described in (vi) above, that, too, voids this agreement and subjects you to the terms and conditions set forth in (vi) above. YOU as the signer of this agreement are responsible for your household members.

Long Term Health Guarantee:

The kitten is guaranteed against congenital defects for 2 years. If you provide the medical records to establish that you have maintained your cats vaccinations and vet care in accordance with the contract, should the kitten die within 2 years of its birth date as a direct result of a congenital defect, the cat will be replaced **ONLY** if an appropriate necropsy is performed by a licensed veterinarian and a veterinarian's certificate is provided as proof of cause of death from a hereditary/congenital defect. A replacement will be made of a kitten of comparable quality and value, as available, at the discretion of Breeder. **You agree Breeder has no liability and will not pay your vet bills.**

***FIP DISCLAIMER**

Adopter understands that Feline Infectious Peritonitis (FIP) is a viral disease of cats caused by certain strains of a virus called the Feline Coronavirus. The Coronavirus is as common in cats as the common cold is in humans and normally not dangerous at all. Cats infected with the coronavirus normally do not show any symptoms and it resolves itself just like the common cold. However, in a very small percentage of cats infected with the coronavirus, either by mutations or an anomaly of the immune response, the infection progresses into clinical FIP. Once a cat develops clinical FIP the disease is progressive and may be fatal. Your kitten can contract FIP with contact with another cat carrying FIP or from a visit to your local pet store or your vet after an FIP positive cat has been there. There is no definitive tool for detecting FIP in live cats at this time and there is no cure. Just because a cat tests positive for coronavirus does not mean that it has or ever will develop FIP. **HOWEVER**, as a courtesy the Breeder will cover your new kitten for **two months from the date of delivery, against death due to FIP if the diagnosis is confirmed by a licensed vet by necropsy or written statement that the cat exhibited all signs and symptoms of a death due to FIP. The Breeder will NOT pay your vet bills.** However, in the unlikely event that your kitten passes naturally from FIP (not put to sleep by you) within 8 weeks of your pick up date, the Breeder agrees to replace this kitten with a kitten of comparable value at such time as one becomes available within one year. **KEEP YOUR NEW KITTEN AWAY FROM STRAY CATS AND ALWAYS WIPE COUNTERS AT YOUR VET BEFORE PLACING YOUR KITTEN ON EXAM TABLE. TAKE PRECAUTIONS TO KEEP YOUR KITTEN SAFE.**

FOOD. We will notify you of what food your kitten is currently eating before you pick up your kitten. Your kitten will be sent home with enough for a few days. Do **NOT** change this kitten's food for at least 90 days. Changing a kitten's diet or allowing it to eat another cat's food **WILL** result in diarrhea and dehydration. Maine Coon cats need more protein than regular cats so we recommend feeding them Blue Wilderness high protein or Tiki cat as well as one other high quality kitten food. We always offer one food that has healthy grains as a totally grain free diet isn't ideal. We supplement our cats dry diet with wet food daily and it is up to you if you wish to continue to do so.

WAIVER/RELEASE:

Adopter has read Nebraska statutes and knowingly and expressly waives all statutory conditions and remedies but for those conditions set forth herein in this contract. Adopter assumes all liability associated with pet travel. Adopter forever releases Breeder from any liability associated with transportation of kitten from her home to Adopter's home including but not limited to accidents, illness or injury to kitten.

Legal:

Binding Arbitration/Choice of Law/Choice of Venue. Any legal action which may arise under the terms of this contract will be resolved ONLY through binding arbitration in Lancaster County, Nebraska. Adopter and Breeder shall agree upon an Arbitrator, in the event they cannot agree upon an Arbitrator within ten days of receipt of a written notice of a dispute, then Breeder shall select said Arbitrator. In no event shall Breeder's liability to Adopter exceed the purchase price of the kitten. A material condition of this Agreement is that the Purchaser/Adopter agrees that Breeder has zero liability for Adopter's vet bills for any reason at any time, regardless of diagnosis. The enforceability of the arbitration clause will also only be determined in Lancaster County, Nebraska by arbitration. The parties agree that Nebraska law controls. The Adopter agrees that any action or claim brought by Adopter against Breeder for breach of this Agreement or for loss or damages due to negligence must be brought through binding arbitration, as indicated above, within six months of the date Adopter first learns of the basis for such claim or loss occurs- the date of diagnosis; that Adopter agrees to pay arbitration fees, and the Adopter agrees that his or her damages are limited to the cost of the kitten, excluding shipping, vet bills, or other incidentals.

Non Disparagement Agreement.

No Negative Postings. Adopter understands that if he or she or anyone who resides in his or her household has an issue or concern regarding their kitten, Big Red Coons cattery, Lara Eslick, or in any way related to this contract or the purchase of a kitten, Adopter's remedies are limited to binding arbitration in Lancaster County, Lincoln, Nebraska only, as set forth above. Adopter agrees that under no circumstances will he or she utilize the internet, any form of social media, any written advertising, or speak to anyone, other than an arbitrator, lawyer, or vet, to express such concerns. Adopter agrees that the negative impact of such written statements, even if true, cannot be measured, and therefore agrees to liquidated damages in the amount of \$500 per day for each day such negative statements posted by Adopter or at Adopter's direction or based upon statements made by Adopter remain public up to the cost of the kitten, \$2500-\$4000 depending on gender of kitten. To be clear, Adopter agrees on behalf of himself or herself and on behalf of all family members or others who may live in his or her home to never post or publish, anywhere, any negative information (even if true) regarding the kitten, Alley Catz Maine Coons, Lara Eslick, interactions with her or any matter related to this Contract.

Entire Agreement. This Agreement (PAGES 1-9) represents the entire agreement between the parties. Breeder and Adopter have made no other agreements, payments, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

Acknowledgement of Receipt of Healthy Kitten:

I acknowledge that I have received the specific kitten that I selected and was promised into my possession and it has no visible defects and appears to be in excellent health; that I received a Health Certificate and relevant Nebraska Statute. I understand and agree that I will take my kitten for a "well visit" at my vet within three (3) days and I will call the Breeder if I have any concerns. I understand that the Breeder does not guarantee color, size, type, suitability for a particular purpose, or future personality. Breeder does not guarantee that this kitten will fit in well with your family or will get along well with your children, dog, or other cats. Breeder does guarantee that this kitten meets the breed standard and was in excellent health when it left her control. I understand I cannot re-home this kitten and will return it to the Breeder at my expense if I no longer am able to keep him or her. By taking this kitten today, you agree to accept your kitten "as is," and by your signature below you confirm that you are satisfied with this kitten "as is" and will love it unconditionally and will care for it from this day forward at your sole expense. I expressly agree that from this day forward, I am solely responsible for my kitten's vet bills and related expenses and the Breeder has no further liability except as set forth herein. I understand that my kitten's healthy, happy life is now my sole responsibility and I will do everything in my power to keep my kitten safe and well.

If for any reason, you decide you no longer want this kitten, even years from now, reach out to me and we will bring this kitten back home.

Sign this page AT THE TIME YOU PICK UP YOUR KITTEN.

Date ____/____/____

Signature of Purchaser_____