

## **Timber Siberians Cattery Purchase Contract**

E-Mail: timbersiberians@gmail.com Website: www.timbersiberians.ca Breeder: Kayla Aleksic of Timber Siberians cattery, TICA Cattery ID: xxxxx Address: 74 Rue Cartier Shediac, NB E4P 1L3 Buyer: Address: Name of Kitten: Timbersiberians xxxxx Date of Birth: Sex: Breed: Siberian Color: Price: \$1950 Dam: Sire: This Kitten is Sold as a Pet only. NFB & NFS Kayla Aleksic Name Here Breeder Buyer

Signed on:

## CONDITIONS OF SALE:

BUYER(S) ACCEPT FULL RESPONSIBILITY FOR THE CARE OF THIS CAT/KITTEN. BUYER(S) AGREE TO THE FOLLOWING TERMS:

Buyer(s) agrees to maintain the proper veterinary care for the cat/kitten, including all yearly check-ups and vaccinations, as well as, provide proper grooming to keep the cat/kitten happy, matt free, and clean. Buyer agrees to provide a high-quality diet suitable for Siberian cats and to provide adequate stimulation to keep kitten in healthy condition of body and mind.

WITHOUT BREEDER'S WRITTEN CONSENT this cat/kitten will not be given away or resold for any reason. This cat/kitten must NEVER be given or sold to any research or testing facility, humane society, shelter, pet shop, or any organizations like it.

In the event the buyer(s) can no longer care for this cat/kitten for any reason it is required that the cat/kitten be returned to the breeder if breeder agrees. No refund or compensations will be made to the buyer. If the breeder does agree to accept the cat/kitten back the cat/kitten must be examined and tested by a licensed veterinarian for the following: The cat/kitten must have a health certificate given with in the last week, tested negative for ringworm by having a culture taken and sent to a licensed lab, have been given a dose of revolution, a negative result for FELV/FIV, a negative fecal with no parasites found, and all medical records along with TICA papers will be transferred back to the breeder (ownership will automatically revert back to the breeder immediately if cat/kitten is returned for any reason). These test and precautions listed above are required to be done for the safety and health of breeder's own cats and animals. Also, all vet expenses will be the buyer's responsibility including shipping the cat/kitten back if need be. If for any reason the breeder cannot take back the cat/kitten for any reason we will be most helpful in finding the cat/kitten a new forever home!

This cat/kitten will be kept indoors and not be allowed to roam freely outside. The only time it is permissible for the cat to be outdoors is when under supervision on a harness and leash or when protected within an approved cat enclosure. This cat/kitten will not be declawed.

If the buyer(s) violates this contract in ANY WAY, ownership of the cat/kitten will revert back to the breeder, and the buyer will be required to return the cat/kitten at buyer(s) expense immediately.

ALLERGY POLICY: The Breeder agrees to accept the kitten back and refund 50% of the purchase price, minus the deposit, any related expenses are also the buyer's

responsibility, if within 14 days the Buyer finds that allergy reactions make it impossible to keep the kitten/cat. Provided kitten is healthy, examination documentation required.

## SPAY AND NEUTER POLICY:

Any cats or kittens sold as pets MUST be spayed or neutered between 6 months and 12 months of age. The buyer(s) must prove with a copy of the invoice stating that the cat/kitten spay or neuter has been completed. The invoice must also state the Veterinarian's name, the licensed veterinarians name who performed the spay/neuter, the breed, and the colour of the cat/kitten. The buyer(s) agrees that this cat/kitten will NEVER be bred under any circumstances. If buyer(s) do not meet the requirements of the Spay and Neuter Policy, they will not be able to receive their TICA registration papers. The breeder will send the cat/kitten's TICA registration papers to the buyer after receiving the receipts or invoices (listed above) to prove that the spay or neuter has been completed.

## HEALTH AND GENETIC DEFECT GUARANTEE:

Breeder guarantees that this cat/kitten is in good health at time of sale. Buyer(s) must have the cat/kitten examined by a licensed veterinarian within 72 hours from pick up or date of delivery. A copy of the invoice of this examination must be emailed to the breeder. This cat/kitten is NOT to have ANY contact whatsoever with any other animal in the household until examined. If the cat/kitten is found to be ill with a life-threatening disease, the buyer may return the cat/kitten within 72 hours for a kitten of equal value when a new kitten becomes available. Failure to have the cat/kitten examined by a licensed veterinarian within 72 hours, will negate this health guarantee and render this contract void. Any vet bills or debts on behalf of this cat/kitten is the sole responsibility of the buyer. No cash refunds for any reason. Breeder does not guarantee against fleas, fungus, mites, or any type of parasites as these can be common in kittens and are also very treatable. However, none of my cats or kittens would ever be sold with the breeder knowing that they have fleas, fungus, mites or any type of parasites.

Breeder also believes this cat/kitten to be in perfect genetic health and will be replaced with another cat/kitten of equal value and colour when available if it should die of a genetic defect (FeLV, FIV, and FIP are not genetic and are specifically excluded). within three years of date of birth, as long as the cat/kitten was examined within 72 hours from the date of sale by a licensed veterinarian as described in this contract, and a copy of the receipt of this examination was sent to the breeder. In the unlikely event of death of this kitten/cat due to genetic abnormalities (proof is to be provided to the Breeder in the form of a detailed autopsy report and a letter written by a licensed veterinarian stating the exact cause of death, and including the description of the kitten/cat's date of birth, name, sex, colour and pattern), the Breeder will replace the kitten/cat with one of the equal quality once available. The total liability of the Breeder shall in no case exceed the purchase price of the kitten/cat.

All of our kittens are accompanied by an accurate, up to date medical history from our veterinarian. All vaccinations appropriate for the kitten's age have been completed. Buyer agrees to continue and complete recommended vaccinations, to keep the kitten out of areas where it would be susceptible to disease until after its 16 week-old vaccinations and to provide appropriate parasite protection for the buyer's area. All of the appropriate de-worming medications have been given to the kitten. The kitten has a registered microchip.

Administration of the Feline Leukemia Vaccination (FelV) or Feline Infectious Peritonitis (FIP) vaccination, due to known cases of promoting cancer at the injection site, will immediately render this health guarantee void.

It is agreed that any photos of the kitten shared between Breeder and Buyer may be used by Timber Siberians cattery at their discretion.

By signing this document, the contract and/or sales agreement, we, the Breeder and the buyer, consider it to be legally binding under all circumstances and in all courts of law. This sales agreement is non-transferable to other parties. Any changes, additions, or omissions to this contract must be agreed upon in writing and dated and initialed by all parties. All legal expenses incurred by Timber Siberians to enforce the terms of this contract will be paid by the Buyer and all legal action, whether it be started by the Purchaser or the Breeder shall be conducted in Moncton, New Brunswick under the laws of the Province of New Brunswick, Canada. If one clause in this contract is declared void, that does not affect the rest of the contract which shall remain valid. This agreement is not to be superceded by any other agreement(s), be they written or verbal, unless accompanied with signed documentation outlining the new agreement or amendment. To be signed and dated by both the breeder and the buyer.

By the buyer(s) signing below, the buyer is stating that he or she has read, understands, and agrees with the conditions and terms within this contract.

Kayla Aleksic Breeder	Name Here Buyer
Signed on:	