

The Commonwealth of Virginia
Loudoun County, Virginia USA

Agreement for the Purchase of a Domestic Pet Cat

This AGREEMENT is made on the **XXth** day of **October**, A.D. 2021, BY and BETWEEN:

Mr. Robert L. Halcombe d.b.a. SCOTTISH FOLD VIRGINIA, organized in accordance with, and existing under the laws of The Commonwealth of Virginia, United States of America, and having its registered offices located at Post Office Box 370, Catharpin, Virginia 20143, USA, Robert Halcombe acting as its Managing Director in its capacity of directing Scottish Fold Virginia, a licensed Cattery, (hereafter called “**the Seller**”, which expression, where the context so admits, shall include its successors and assigns)

AND

[The Buyer], a private citizen, acting for themselves, having an address of [Address] phone number [Phone Number] hereinafter where the context so admits, referred to as “**the Buyer**.”

WHEREAS:

- (A) **The Seller** is, among other things, providing a live pet kitten for sale, less “Breeding Rights,” and the Seller is not defined as a “pet dealer” or “pet shop” under Virginia Statute; *and*
- (B) **The Buyer** is sophisticated in their understanding and desire to engage in purchasing a pet kitten for sale, specifically one (1) of Scottish Fold kitten; *and*
- (C) **The Buyer** wishes to reserve their pet kitten before the time when they may be available to leave the litter successfully, as regulated by Virginia Code, and in keeping with good medical advice from an attending licensed veterinary physician; *and*
- (D) **The Seller** accepts a deposit to apply to the full purchase price, and retains it until settlement and delivery, applying it to care of the reserved kitten, or return said deposit under conditions as described below; and
- (E) **The Seller** shall release the kitten to the Buyer at a mutually agreed upon place and time, once the kitten is sufficiently weened and meets requirements for conveyance of a live kitten as defined by the Commonwealth of Virginia.

WITNESSETH:

That in consideration of the recitals and mutual covenants herein, AND FURTHER, in consideration of the deposit received of **XXXXX XXXXX** United States Dollars (**\$X,X00.00**), **the Seller** agrees to utilize its best efforts to provide additional services to best support the health and safety of the purchased kitten before its delivery.

THE PURCHASE PRICE:

The Seller and **the Buyer** have agreed on a price for one live Scottish Fold kitten, the kitten described hereinbelow in Section D under the heading of “THE KITTEN FOR SALE.”

The purchase price agreed to is **XXXXX XXXXX** United States Dollars (**\$X,000.00**) in exchange for the kitten described herein.

(1 of 7)

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THE DEPOSIT:

- (A) **The Buyer**, within twenty-four (24) hours of the execution of this Agreement by the Parties hereto, pay into (or cause to be paid into) the account of **the Seller** the agreed upon deposit, and the final payment, amounting to the total agreed purchase price of the kitten (**\$X,000.00**), the purchase price hereinafter referred to as “the said sum” for a selected kitten, agreed to between **the Buyer** and **the Seller**.
- (B) The said sum shall be a currency that is good, clean, cleared, of non-criminal origin, and free of any and all liens and encumbrances for the duration of this agreement.
- (C) **The Seller** shall, upon receipt of the said sum, provide written or electronic confirmation of the same to **the Buyer**, as soon as reasonably practical thereafter.

THE KITTEN(S) FOR SALE:

- (A) The kitten for sale in this contract is the product of the litter of a Scottish Fold, **Sire Xxxxx** and a Scottish Straight, **Dame XXXXXXXXX**, both parents registered with the XXXXXXX Club of Cat Fanciers in **XXXXXX**;
- (B) Both parents have been inspected by licensed practicing veterinary physicians and have been found to be in good health, free from disease, fully intact, and appear “well-kept;”
- (C) The kitten **the Buyer** wishes to buy, and **the Seller** wishes to sell, was born healthy on **XXXXX XX**, 2021, in **XXXXXX**, **XXXXXX** and has remained viable and met cognitive and growth milestones for the breed since birth until the present;
- (D) The kitten herein described is a Scottish **[Fold/Straight]**, **[Gender]** **[Color]** **[Descriptor]**. The Certificate of an attending physician of veterinary medicine licensed to practice in the Commonwealth of Virginia for the kitten is attached to this contract and is incorporated by reference.

THE SELLER’S OBLIGATIONS:

- (A) **The Seller** maintains a FeLV/FIV negative home with strict quarantine. The parent cats, described above, were inspected and tested over a four-week period by at least three separate veterinary doctors for any disease or defect before entering a pristine home environment, new construction no pets of any kind inside before receiving the parent cats. A strict quarantine was maintained from arrival until the present time.
- (B) **The Seller** is providing a live pet kitten, less “Breeding Rights,” the kitten identified as described above, and as agreed to between the Parties;
 - a. The cat as a kitten is purchasable as a pet, without breeding rights and **The Buyer** understands the kitten is not intended for and was not purposed or sold for, competitive showing or breeding purposes.
 - b. The cat, a kitten, is warranted to be in sound health at the time of reservation for sale, and placement of deposit, and all reasonable efforts shall be expended to maintain the high level of care for the kitten by **The Seller** until delivery to **The Buyer**.
 - c. This a live animal, not a laboratory product, and as such, may be subject to variations that develop later such as malocclusion, hip dysplasia, limited eyesight, changes in the ear structures, other physiological changes not anticipated, and changes in behavior that may be a natural occurrence and may develop with or without cause. **The Seller** cannot guarantee against issues developing from the flexibility of the tail (HCM), the fold of the ears, or warrant against cartilage problems that are associated with the Scottish Fold and Scottish Straight genetics. The degree of the fold of the ears may change at any time due

to age, stress, and temperature. Issues associated with facial structure such as small nasal passages that may be causing snoring or tearing of the eyes are also not covered. **The Seller** does not warrant against such changes nor accept any risk thereof, with the exception described below in the section, “**WARRANTIES.**”

- (C) **The Seller** shall accept the sum of the agreed deposit which shall be applied to the full purchase price, less expenses described below.
- (D) **The Seller** shall house the kitten(s) in a clean and sanitary premium home environment, fed high-quality nutrition, be provided adequate space for exercise, sanitary care, and whose developmental health is monitored and maintained under the care of a physician of veterinary sciences, licensed in the Commonwealth of Virginia who sees the kitten as a “house call,” where the kitten is protected in the quarantined environment until the time of delivery.
- (E) **The Seller** shall be responsible for all veterinary costs, including lab fees, vaccines, tests, and treatments for the kitten before delivery to support the kitten’s health, including maintaining the quarantine by requiring home visits by a veterinarian.
- (F) **The Seller** shall deliver and present the specified kitten in sound health and good condition at a date and time agreed upon between Parties, having complied with, or exceeded the requirements thereof, the laws and covenants of the Commonwealth of Virginia regarding the sale and delivery of kittens as pets. This includes:
 - a. Veterinary inspection, as evidenced by copies of medical records and certificates,
 - b. Specific vaccines defined by statute, and the related certificates indicating lot and dose information on the vaccines, including a Rabies Certificate, as required on the date of delivery by the Commonwealth, and
 - c. The animal must be prophylactically treated for intestinal parasites.
- (G) Upon reservation, **the Seller** maintains the kitten’s quality of life, as **the Seller** provides ultra-premium nutritional supplements, human or pharmaceutical grade in the regular dietary course.

THE BUYER’S OBLIGATIONS:

- (A) **The Buyer** warrants that they have been advised by **the Seller** to seek professional medical advice regarding allergies to cats, and **the Buyer** has weighed and accepted those risks, as evidenced by accepting delivery of the kitten.
- (B) **The Buyer** agrees that they are buying a pet kitten, the subject of which is described herein. **The Buyer** warrants the kitten will NOT be used for research, medical testing, mass-breeding (know as a “kitten-mill”), animal food, or killed for taxidermical display. The Buyer agrees to not surrender the kitten to a “shelter” or similar facility that euthanizes occupants or sells them for research, and other purposes, as described above. As a remedy, if **the Buyer** cannot keep the kitten, **the Seller** may be willing to take the kitten back into their care upon arrangement, without refund, if **the Buyer** decides to surrender the kitten by choice.
- (C) **The Buyer** agrees to care for this cat/kitten by providing adequate human attention and indoor facilities, to maintain proper nutrition and, if deemed necessary, provide prompt medical attention.
- (D) **The Buyer** warrants good treatment of cat:
 - a. Under NO circumstances shall this kitten/cat be tattooed, pierced, or undergo any unnecessary "fashionable" body modification,
 - b. Under NO circumstances shall this kitten/cat be permitted to live outdoors.
 - c. Under NO circumstances shall 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 to take. **The Buyer** agrees to, under no circumstances, allow the cat to be declawed.

- (E) The Buyer will have the kitten examined by a licensed veterinarian within seventy-two (72) hours of delivery and shall maintain a quarantine until a medical opinion is rendered regarding the kitten. If the kitten is found with life-threatening issues or is unsuitable otherwise for purchasing by medical opinion, the kitten will either be replaced with one of like quality as it becomes available or the purchase price fully refunded, at the discretion of **the Seller**.
- (F) **The Buyer** agrees to costs incurred for veterinary care after delivery unless the kitten is voluntarily surrendered back to **the Seller**, where care costs are assumed by **the Seller** upon **the Buyer** signing an agreement to quit any claim to the kitten to the favor of **the Seller**.

DEPOSIT AND PAYMENT PROCEDURES:

- (A) The full payment price of the kitten described in this contract is established above.
- (B) A full deposit is half the purchase agreed price of the kitten.
- (C) A full deposit is established by **the Seller** as half the agreed purchase price for a specific kitten. Once the kitten is selected and agreed to between Parties, the deposit is paid to an account designated by **the Seller**.
- (D) Upon receipt, **the Seller** will notify **the Buyer** of receipt, either in writing or electronically.
- (E) If **the Buyer** wishes to withdraw from this agreement, **the Buyer** may request to do so either in writing or electronically to **the Seller**.
- (F) If **the Buyer** wants to break their promise to purchase a kitten, after the deposit is received and the kitten is withdrawn from marketing and before delivery, as agreed to herein, the financial damages that are incurred by **the Seller** are limited to one-half the purchase price of the kitten. The valuation of the potential damages is based upon the withdrawal from the marketing of the kitten at the most valuable marketing time of the cat's life, the commitment of physical facilities for three months including quarantine, scheduling uninterrupted adult supervision until the agreed delivery date, purchase of special foods and supplements, scheduling of home veterinary visits, the purchase of health insurance, the costs of administrative fees and taxes for registration, prior marketing, legal, accounting, and professional services costs, utilities, as well as the value of near-constant personal care, and costs for new placement. Therefore, if **the Buyer** fails to take delivery of the kitten as promised, including not paying the agreed price, the deposit is not returned.
- (G) If **the Seller** has, on the advice of Counsel, the right to refuse to deliver the kitten to **the Buyer** if **the Seller** has determined that **the Buyer** has not established this contract in good faith and that the kitten might be endangered. It is unconscionable for **the Seller** to honor such an agreement, and in this case, and where advised by Counsel, **the Seller** may notify **the Buyer** of intent to cancel the agreement and return the deposit to **the Buyer**. This effectively cancels this agreement unilaterally, as there was no initial meeting of the minds, and no consideration, to form the agreement.

WARRANTIES:

- (A) **The Seller** warrants to deliver a live, healthy kitten as described herein, on a mutually agreed upon date and location.
- (B) At delivery, **the Seller** will provide copies of medical certificates, findings, and available written records associated with the care of said kitten demonstrating best efforts at ensuring a healthy kitten.
- (C) **The Seller** guarantees the cat against lethal genetic or congenital defects for six (6) months following the date of purchase. If during these six 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 Buyer** 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.

SPAY, NEUTERING, AND PROGENY RIGHTS:

- (A) **The Seller** and **The Buyer** shall agree on spay or neutering the kitten. While it is industry standard to spay or neuter a kitten prior to its leaving custody, **the Seller** considers the best interests of the animal, and a spay or neuter may change a desirous developmental aspect of the kitten of this breed and may simply be medically indicated by a Doctor of Veterinary Medicine as in the kitten's best interests.
- (B) If the said kitten is to be released prior to spay or neutering, **the Buyer** agrees that the kitten will be spayed/neutered by the time the kitten reaches six lbs. or seven months of age, whichever comes first at **the Buyer's** expense. Within three months of receiving the kitten, **the Buyer** 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, a phone call from a veterinarian) that the cat has been sterilized must be provided before the cat reaches seven months of age. If the cat is not spayed/neutered by six lbs. or seven months of age and/or proof of sterilization is not provided, **the Seller** will enforce a breach of contract for the maximum dollar amount. **The Seller** retains breeding rights for the kitten and does not release these rights to **the Buyer** under any condition.
- (C) Any progeny of this cat, anticipated or unanticipated, are not the property of anyone other than **the Seller**, and the expenses for recovery and final disposition of monetary damages shall fall against **the Buyer**, as the Court shall award.

RIGHTS AND RECITALS:

- (A) In the event **the Buyer** is found to have violated any of the terms of this contract, **the Buyer** 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 **the Seller** and all attorney, legal and related miscellaneous fees that result in litigating this contract, and any damages caused to the reputation of **the Seller**. Any legal action, which may arise under the terms of this contract, will be brought in the county/city of **the Seller's** residence under the Laws of the Commonwealth of Virginia without respect to conflicts of law.
- (B) 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, concerning the subject matter hereof, are hereby superseded by this contract.
- (C) 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.
- (D) 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 Buyer** and **the Seller**. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

ACKNOWLEDGMENT OF DEPOSIT PAID AND ACCEPTANCE OF CONTRACT

The Buyer and **the 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 Buyer's** receipt for the deposit. This document is a legally binding contract. In signing this document, **the Buyer** acknowledges that he or she has read, fully understands, and agrees to ALL of the terms and conditions stated above.

Name of **the Buyer** (print): _____

Buyer's signature: Date: _____

Name of **the Seller** (print): _____

Seller's signature: Date: _____

TO BE COMPLETED AT DELIVERY AND UPON RECEIPT OF FINAL PAYMENT:

Transfer of Ownership of Kittens and Receipt of Sale

The Buyer and **the Seller** signatures that appear immediately below indicate that the kitten/cat has been sold and is now the property of **the Buyer**.

Name of **the Buyer** (print): _____

Buyer's signature: Date: _____

Name of **the Seller** (print): _____

Seller's signature: Date: _____

The Certificate for the kitten, signed by an attending physician of veterinary medicine licensed to practice in the Commonwealth of Virginia is attached to the executed contract between Parties and incorporated by reference.

(Certificates and Other Documents for the Kitten)