

This contract is between Feline Streakers Cattery, listed as the Seller/Breeder and the Person/Persons listed below, referred to as the Buyer.

Buyer Info:

SOLD TO: _____

Address: _____

Phone: _____ E-Mail: _____

Kitten info:

Feline Streaker: (name) _____ DOB: _____ Sex: _____

Breed: _____ Color/Pattern: _____

(Seller does not guarantee color or coat type as this can change as cat/kitten matures.)

SIRE: _____

DAM: _____

Kitten/cat sold as ___ Pet (no breeding or show rights)

Price: \$ _____ Shipping Cost (separate from above selling price): _____

Total price: _____

Deposit amount*: _____ Date of Deposit: _____

Balance Due 10 days prior to shipping/delivery/pickup: \$ _____ by (Date): _____

****If BUYER does not make final payment within 7 days of Balance Due date listed above, the cat/kitten will no longer be held for above BUYER. Seller will attempt to contact buyer via email and phone number listed above and will allow 3 days for a response from BUYER before making kitten available to other buyers.

*A \$250.00 non-refundable deposit and a signed contract are required to hold an available kitten/cat. PayPal will be accepted for deposit, and remaining balance. (Exception: If seller unable to deliver the kitten the deposit will be returned.)

-----PURCHASER AGREES TO THE FOLLOWING: -----

1. Buyer agrees that under no circumstances will cat be adopted out or re-homed prior to spay or neuter. Buyers Initials _____
2. Buyer agrees to neuter or spay kitten/cat by 8 months of age. Buyer must provide proof of neuter/spay to breeder from licensed veterinarian by 9 months of age. _____
3. If buyer wants TICA registration slip, it will be an additional cost of 25.00 _____
4. Buyer agrees that if the kitten/cat is found to be mistreated, Breeder/Seller shall have the unconditional right to reclaim the kitten/cat WITHOUT refund of purchase price. Buyers Initials _____
5. The cat/kitten is guaranteed to be of sound health upon arrival. It is guaranteed for a period of 72 hours from the purchase or arrival if vet checked within that time. It is recommended that the new cat / kitten be in quarantine for at the very least this first 72 hours.
6. Buyer understands that many plants are poisonous and toxic to kitten/cats. Buyer agrees to educate himself on plants that are dangerous to cats/kittens and agrees to remove or place all these plants out of reach of kitten/cat before kitten/cat is in Buyers possession. Breeder/Seller will not be held responsible for injuries caused to kitten/cat by plants in Buyers home. Buyers Initials _____
7. If Cat is sold as Show Cat: Because Breeder/Sellers cannot determine how a kitten will grow and mature to any definitive degree the Breeder/Seller does not guarantee this cat will win any kind of award from TICA, or other similar organizations. Many factors come into play, such as illness, injury and grooming which play a big role in a cat winning awards at Cat Shows. Buyers Initials _____
8. It is strongly advised that even a kitten entering a home with no other pets should be gradually introduced to the household, being isolated in one room with its waste container and food for at least two weeks, to allow for adjustment to its new home. Each kitten/cat will differ in the time it needs to bond with its new family. Please allow the kitten/cat ample time to adjust, especially if the kitten/cat has been shipped. A period of two to four weeks should be the very least amount of time allowed the cat/kitten for an adjustment period. Longer if this is an adult cat or there are children in the house. Please give your new kitten/cat a chance to bond with its new surroundings. Buyer understands

that kitten/cat can come down with an URI (Upper Respiratory Infection)/Cold due to the stress of moving. Buyers Initials _____

9. The Breeder/Seller will have completed all of the age-appropriate vaccinations, worming, medical examining, for purchased cats/kittens.

10. BUYER agrees to obtain proper veterinarian care if illness is suspect or an accident has occurred. Buyer will not vaccinate kitten/cat with modified live FIP vaccine, Leukemia vaccine or any combination vaccine that contains live or killed Leukemia or MCK Vaccine (Ringworm). If any of these vaccines are used on kitten/cat all health guarantees are null and void. Mortality is high for kittens. Please make sure your Vet sees this contract and understands this clause. The Breeder/Seller certifies that all kitten/cats in our breeding program are negative for FELV (Feline Leukemia) and FIV (Feline Aids.). Buyers Initials _____

11. Seller does not guarantee against treatable nuisances (ex. fungus, yeast, parasites, Upper Respiratory Infection etc.) which are not life threatening and are common to the breed or can be brought on by stress. However, Seller would never knowingly place a kitten/cat with any of these conditions. Buyers Initials _____

12. THE BUYER assumes responsibility of all expenses incurred after kitten/cat leaves the possession of the Breeder/Seller, as well as any expense incurred at the request of the Buyer before the kitten/cat leaves possession of the Breeder/Seller. The breeder assumes no liability for any veterinary costs or other expenses incurred by the owner, even in the case of detecting a defect or disease unknown at the time of sale. The Buyer acknowledges that the breeder's liability can never exceed what is expressly guaranteed in this agreement. Buyers Initials _____

HOLDING FEES

When deposit has been made, the kitten must be picked up or delivered within 3 weeks of its 12-week birthday, or within 3 weeks of deposit if 12-week birthday has passed. If buyer is unable to pick-up kitten within this time frame, a holding fee of \$100. will be charged to hold the kitten an additional 2 weeks. If more time is needed prior to pick-up, the BUYER must discuss this with BREEDER. All holding fees are non-refundable regardless of circumstance. In the event the buyer decides not to take possession of said cat/kitten, the holding fee will be deemed non-refundable. Buyers Initials _____

SHIPPING:

If above said cat/kitten must be shipped, Buyer will Prepay shipping costs. Shipping costs include freight charges, an airline-approved carrier of suitable size, (provided by the Breeder/Seller), and a signed Veterinarian Health Certificate (required for shipping-not to exceed 10 days from date of issuance). PayPal is accepted for payment. If Buyer is picking up said cat/kitten directly from Breeder/Seller, buyer may pay remaining balance

via cash (if not already pre-paid with Pay-pal prior to pick-up). This signed sales agreement must be returned prior to cat/kitten being shipped.

Specific shipping arrangements will be determined in advance by Breeder/Seller. With the cats/kitten's best welfare in mind, Seller will decide the best flight for said cat/kitten and will confirm these schedules with Buyer. Receipt for same will be sent to Buyer. Buyer's initials _____

The Buyer agrees to fulfill their responsibility as consignee in taking delivery of cat/kitten at the expected time of flight arrival. In the event of flight delays or cancellations, the Buyer will make the appropriate arrangements to return to the airport to take delivery of the cat/kitten in a timely manner. Buyers Initials _____

Advertisement of Kittens/Cats:

Seller reserves the right to use photos already in the Seller's possession of any and all kittens/cats that are sold to the Buyer in any and all advertising including Internet web-site advertising in the promotion of Seller's Cattery. Buyer agrees to allow the Seller the right to use his or her kitten/cat's photograph or name in future or existing advertising. Buyer's initials _____

Terms: The term "kitten/cat" presents the same as the plural cats/kittens, in the case of more than one kitten/cat being purchased under this written agreement. Buyer's initials _____

Terms of Health Guarantee:

The Breeder/Seller, Feline Streakers, provides a 72-hour limited warranty guarantee that the above kitten/cat is in good health at the time of purchase. The Breeder/Seller also warrants that the kitten/cat is free of the feline leukemia virus (FeLV), feline infectious peritonitis (FIP), and the feline immunodeficiency virus (FIV) at the time of purchase. In order to validate the warranty, the Buyer must take the kitten/cat to a licensed veterinarian within 72 hours of the date of purchase, excluding holidays and weekends, at the Buyer's expense. The Buyer must immediately notify the Breeder/Seller of any claim under the warranty. If the BUYER's veterinarian finds the above kitten/cat to have a life-threatening illness, he/she should contact SELLER by phone and send an assessment of the clinical findings- documented and signed on his/her letterhead- to the SELLER. The Breeder/Seller must authorize any necessary treatment or other expenses. If the veterinarian finds the above kitten/cat to have a life-threatening illness, he/she should contact the Breeder/Seller immediately, and send documented findings, signed on his/her letterhead stationary, to SELLER. The kitten/cat may be returned to the Breeder/Seller within seven days for a full refund or exchange for a new kitten/cat. If no replacement is available at the time of return, the Breeder/Seller will have up to 9 months to furnish a comparable kitten/cat. The kitten/cat cannot be returned for compensation after the guaranteed period has expired. Breeder/Seller will not honor any health guarantee if the kitten/cat dies of a virus from contact with another animal not bred by Breeder/Seller. It is highly recommended that the above kitten/cat be quarantined during that 72-hour

warranty period. Under NO circumstances is the kitten/cat allowed to be “destroyed” prior to notification of the Breeder/Seller. Breeder/Seller is not responsible for illness, injury, or death caused by or during shipping. Buyer’s initials _____

If the kitten/cat described above should die within a year of the date of purchase due to a congenital or hereditary defect, the Breeder/Seller will replace the kitten/cat with another kitten/cat of comparable quality or value as available to Buyer at the discretion of the Breeder/Seller IF the Breeder/Seller receives proof of the defect in the form of a complete and appropriate autopsy report completed by a licensed veterinarian and performed at the Buyer’s expense as proof of death. *Under no circumstance will Breeder/Seller be held responsible for any veterinary expenses incurred by Buyer at any time for any reason for this Cat. NO CASH REFUNDS. Buyer’s initials _____

If for some reason the cat/kitten is to be returned, cat/kitten must be free of parasites, fleas, ear mites, and communicable diseases. Upon its return, it will be replaced with another cat/kitten of equal value. If no replacement is available at that time, seller will have 9 months to furnish satisfactory replacement. Buyers Initials _____

If the terms of this contract are discovered to be willfully or maliciously broken by the Buyer, the Breeder/Seller can and will exercise their legal rights to withhold the cat's registration papers from the buyer or demand the unconditional return of the cat. Buyer’s initials _____

No cat or kitten will be delivered or shipped to its new home before Seller receives a signed contract and payment in full. Breeder/Seller has the unconditional right to reclaim kitten/cat without refund of purchase price for any breach of contract. Breach of contract penalty is \$600.00 per item. Buyer’s initials _____

BY SIGNING THIS CONTRACT BUYER VERIFIES THAT HE/SHE HAS READ THIS CONTRACT AND UNDERSTANDS ITS CONTENTS AND AGREES TO ABIDE BY ALL TERMS AND CONDITIONS IN THIS CONTRACT.

Changes/additions to this Contract must be initialed by ALL Parties. Buyer’s initials _____

Any legal action which may arise under the terms of this contract will be brought in Rensselaer, NY USA. Buyer will be liable for any attorney’s fees/court costs and related charges associated with Breeder/Seller enforcing the terms of this contract. The laws of the State of New York shall be controlling. In signing this document, Buyer acknowledges that he/she has read, fully understands, and agrees to ALL the terms and conditions stated above.

Buyer's signature: _____ Date: _____

Breeder/Seller's signature: _____

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