

Curious Colorful Chaos Cattery Purchase Agreement

1. Definitions

For purposes of this Agreement: 'Kitten' means the animal described in this contract; 'Breeder' means Curious Colorful Chaos Cattery; 'Buyer' means the individual(s) purchasing the kitten; and 'Agreement' means this binding contract including all clauses and attachments.

Kitten Purchase Information

Non-Refundable Deposit of \$500 and signed purchase agreement are required to reserve a kitten.

If the Buyer decides against purchasing the kitten or does not complete pickup on the agreed date, all previous payment is forfeited by the Buyer. No refund is due. The Breeder may sell the kitten to another buyer.

Kitten Appearance: No guarantees of future color, size, coat type, traits, temperament, or exhibition quality.

Transport of Kitten: Pickup and related costs are the Buyer's responsibility. The Breeder may agree to meet at a pickup point if discussed at deposit, but is under no obligation to transport if not agreed in advance.

- Upon Buyer or Buyer's agent taking possession, ownership and responsibility transfer to the Buyer and the Breeder is released from responsibility for the kitten's safety.
- If the Buyer does not pick up the kitten in Nashville, TN or the previously agreed location by the date range specified, a \$20 per day boarding fee applies and must be paid before release. If the kitten is not picked up or transported within 7 days from the specified pickup date range, the Breeder may cancel the sale and resell the kitten. All deposits and boarding fees may be retained to cover losses.

2. Kitten Health and Warranties

The Kitten is warranted to be in good health at the time of sale. The buyer has seventy-two (72) hours to have the Kitten examined by a licensed veterinarian. If a life-threatening infectious disease is diagnosed during this period, Buyer may return the Kitten for a replacement.

The Kitten is further warranted against congenital or hereditary defects that severely affect quality of life for one (1) year from date of birth. Breeder's liability is limited to replacement of the Kitten or refund of the purchase price, at Breeder's discretion.

Health Guarantee

- The kitten will be screened by a state-licensed veterinarian before transfer.
- The kitten will have 2 sets of age-appropriate vaccinations and deworming; records will be provided.
- The kitten will be microchipped and registered to the buyer with information provided on application.
- The kitten has a 72-hour warranty for life-threatening infectious diseases.
- The kitten has a one-year warranty for congenital and hereditary defects that adversely affect health.
- Trupanion free 30 day coverage needs to be activated by the buyer within 24 hours of pickup of the kitten.

If the kitten passes during the warranty period as a direct result of a congenital defect, a necropsy by a licensed veterinarian is required, and the certificate of cause of death plus all veterinary records must be provided. The Breeder must be notified within 24 hours of the death.

Exclusions to Health Guarantee

This warranty excludes conditions not listed above, including environmental illnesses such as Feline Leukemia exposure after sale, accidents, digestive illnesses from foreign objects, periodontal disease, and cancer. Preventative care costs are not covered. The total liability of the Seller will not exceed the purchase price of the kitten, excluding transportation. This warranty is between the original Buyer and the Breeder and is not transferable. The warranty period runs from the date of transfer or until Curious Colorful Chaos Cattery closes, whichever occurs first. Buyer's remedies under this Agreement are limited to a replacement kitten or refund not exceeding the purchase price, at Seller's discretion.

Parental DNA and Screening

- Hypertrophic Cardiomyopathy (HCM): clear of having or carrying genes.
- Polycystic Kidney Disease (PKD): clear.
- Pyruvate Kinase Deficiency (PKDef): clear.
- Vitamin D-Dependent Rickets: clear.
- Congenital Adrenal Hyperplasia: clear.
- Sphingomyelinosis (Niemann-Pick Disease) Types A, C1, C2, IA7: clear.
- In addition to DNA testing, both parents undergo heart and hip evaluations by a state-licensed veterinarian prior to breeding.

The cattery maintains negative FIV/FelV tests on adult cats.

Expenses incurred while the kitten is in the Buyer's possession, including vet bills and diagnostics, are not the Breeder's responsibility. The Breeder will not provide value beyond a replacement kitten where applicable under this agreement.

Additional individual kitten testing is available to all buyers at their expense.

3. Buyer's Obligations

3.1 Spay/Neuter & Microchip

The kitten is sold as a pet and is not to be used for breeding for any purpose by the Buyer or any third party. The Buyer agrees to have the kitten altered (spayed or neutered) at the Buyer's expense no earlier than 6 months of date of birth and no later than 9 months of date of birth, unless a licensed veterinarian provides medical documentation supporting a brief delay. Proof of sterilization must include a full description and microchip number on veterinary letterhead, or a signed release allowing the Breeder to verify directly with the veterinary office. Once proof is provided, the Breeder will release registration paperwork.

Liquidated Damages for Breach: If the Buyer fails to have the kitten altered within the required time frame, the Buyer is in breach. The parties acknowledge that the breeder's damages are difficult to calculate, including loss of reputation, diminished value of breeding lines, increased veterinary and administrative costs, and harm to the cattery's breeding program. The Buyer agrees to pay Seven Thousand Five Hundred Dollars (\$7,500.00) as liquidated damages, which the parties agree is a fair and reasonable estimate of such damages and not a penalty.

No registration paperwork will be provided and all health warranties are void upon breach. If a court determines that this amount is excessive, it shall be enforced to the maximum extent deemed reasonable and enforceable. The parties agree this sum reflects loss of breeding program integrity, reputational harm, and administrative costs that are not otherwise compensable.

If the Buyer rehomes the kitten prior to 9 months of age, the Buyer remains responsible for timely sterilization consistent with this section.

3.2 Care Standards & Prohibition on Transfer

The buyer agrees to provide adequate food, water, shelter, routine veterinary care, and humane treatment. The Kitten may not be sold, given away, abandoned, or surrendered to a shelter or rescue. Any transfer without Breeder's written consent constitutes breach of this Agreement.

3.3 Contact Information Updates

Buyer must notify Breeder of any change in contact information within fourteen (14) days. The microchip must list Breeder as an alternate contact at all times.

4. Welfare & Return Policy

4.1 10-Day Breeder Buy-Back

If within ten (10) days of placement Breeder determines, in good faith, that the home is unsuitable, Breeder may require return of the Kitten and refund the purchase price less the non-refundable deposit. This is the sole circumstance in which a refund will be issued.

4.2 Lifetime Return Guarantee

At any time in the Kitten's life, if Buyer is unable or unwilling to keep the Kitten, the Kitten must be returned to Breeder. No refund is owed after the initial ten-day period. The buyer is responsible for transport costs.

5. Ownership and Repossession

If Buyer fails to provide adequate care or otherwise breaches this Agreement, Breeder may reclaim the Kitten through lawful means, including cooperation with animal control or a court order. Breeder shall not engage in self-help repossession.

6. Restrictions on Use and Defamation

Buyer may not breed the Kitten. Unauthorized breeding subjects Buyer to liquidated damages of \$7,500. Buyer further agrees not to make false or malicious statements about Breeder. Truthful, good-faith statements about Buyer's experience are not restricted. Defamatory statements made with reckless disregard for truth subject Buyer to liquidated damages of \$5,000.

7. Remedies and Damages

Breeder's liability is limited to replacement of the Kitten or refund not exceeding the purchase price. Buyer shall pay Breeder's reasonable attorney's fees, enforcement costs, and expert fees in the event of breach, including on appeal. The breeder is entitled to injunctive relief without posting bond. All remedies are cumulative and may be elected at Breeder's discretion. The prevailing party in any dispute shall recover all costs and attorney's fees.

8. Dispute Resolution

The parties waive their right to a jury trial. At Breeder's election, disputes may be resolved by binding arbitration in Sumner County, Tennessee, under the rules of the American Arbitration Association. Arbitration shall be confidential, and Buyer shall be responsible for their share of costs. If any part of the arbitration or jury waiver clause is invalidated, the remainder shall remain enforceable.

9. General Legal Provisions

This Agreement is governed exclusively by the laws of Tennessee, without regard to conflict-of-law principles. Claims must be brought within one (1) year of accrual. Neither party is liable for delays caused by events beyond reasonable control (force majeure). If any provision is invalid, the remainder remains enforceable. Failure to enforce a provision is not a waiver of future enforcement. No third party shall have rights under this Agreement. This Agreement shall not be construed against either party as the drafter. Buyer's acknowledgments are independent covenants and enforceable even if other provisions are modified. This Agreement shall be interpreted according to its plain meaning.

10. Entire Agreement and Execution

This Agreement constitutes the entire understanding of the parties and supersedes all prior representations. It may be executed in counterparts, including electronic signatures, each of which shall be deemed an original. Headings are for convenience only and do not affect interpretation.

11. Acknowledgments

Buyer acknowledges that they had the opportunity to consult independent legal counsel prior to signing. The buyer affirms they have read this Agreement in full, understand its terms, and sign voluntarily. Buyer further acknowledges that the liquidated damages provisions are fair estimates of harm and not penalties.

12. Signatures

Breeder Signature: _____ Date: _____

Buyer Signature: _____ Date: _____