

# Curious Colorful Chaos Cattery Kitten Contract

Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Breed \_\_\_\_\_ Sex: \_\_\_\_\_ Weaning Date: \_\_\_\_\_

Mother \_\_\_\_\_ Father \_\_\_\_\_ Microchip: \_\_\_\_\_

Kitten to be spayed or neutered between \_\_\_\_\_ and \_\_\_\_\_. (accepted documentation listed below.)

## **THIS KITTEN IS BEING SOLD TO:**

Buyer's Name: \_\_\_\_\_

Address of Buyer: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

## **Kitten Purchase Information**

- ★ Purchase Price is \_\_\_\_\_. (This price does not include any transport fees or delivery.)
- ★ **The NON-REFUNDABLE deposit** to reserve a kitten is \$500. Deposit Paid \_\_\_\_\_.
- ★ \* The remaining balance of \$\_\_\_\_\_ is payable in **CASH ONLY** at kitten pickup.
- ★ \***Non-Refundable Deposit:** If the Buyer decides against purchasing the kitten or does not complete the pickup of the kitten on the agreed upon date, \_\_\_\_\_ all previous payment is forfeited by the Buyer (even if purchase price was paid in full at the time of the deposit). No refund shall be due or payable to the Buyer and the Breeder is free to sell the kitten to another buyer.

\***Discount Options:** If purchasing two kittens, an additional \$100 discount will be given on the second kitten.

\***Kitten Appearance:** The Breeder makes no guarantees of the kitten's future color, size, coat type, traits, temperament or whether the kitten will be exhibition quality.

\***Kitten Registration:** The kitten will be eligible to be registered with TICA or CFA once the kitten has been spayed or neutered. Registration forms will be issued within 60 days of the Buyer providing proof of alteration of the kitten.

→ Proof must be on veterinary letterhead with microchip number and description, the registration form (Breeder Slip) will be submitted and processed by the Buyer with the appropriate registry.

**Transport of Kitten:** Pickup of the kitten (and any costs associated with this) will be the responsibility of the Buyer. The Breeder may agree to meet at a pickup point, but this will be determined at the time of deposit and the Breeder is under no obligation to transport the kitten if not agreed upon in advance.

**Once the Buyer or his/her agent takes possession of the kitten (Acceptance of the kitten), ownership and responsibility are transferred to the Buyer and the Breeder is released of any responsibility for the safety of the kitten.**

- ★ If the Buyer does not pick up the kitten in Nashville, TN or the previously agreed upon location by the date range specified, the Buyer will incur a \$20 per day boarding fee that must be paid prior to the kitten being released. If the kitten is not picked up or transported within 30 days from the specified pickup date agreed upon, the Buyer will forfeit the kitten and all money that has been paid to that date.

**Rehoming:** In the event the Buyer feels they must dispose of or rehome the above-described kitten for any reason, and cannot find a suitable home, Buyer may notify Seller. The Seller will take the kitten/cat back into possession/ownership. This does not entitle the Buyer to a refund. The cost of transporting the cat/kitten back to the Seller is the responsibility of the Buyer.

○  
Signature (page one is understood): \_\_\_\_\_ Date: \_\_\_\_\_

**SPAY/NEUTER CONTRACT: The kitten described above is being sold as a pet (not for breeding) and the following consideration:**

**\*\***This means that this kitten is not to be used for breeding for ANY PURPOSE, by the Buyer or by a third party. The Buyer agrees to have the kitten altered (spayed or neutered) at the Buyer's expense at the age of (No earlier than) 6 months and (no later than) 8 months. Individual dates listed above. The Buyer will provide the Breeder with proof of sterilization from a licensed veterinarian. *(either option A or option B)*

**\*A\***This documentation must provide a full description of the kitten plus the microchip identification number, typed on letterhead and signed by the veterinarian, stating that the kitten has been sterilized.

**\*B\***Documentation from licensed veterinarian with release form on file for breeder to verify alteration from veterinary office.

***Once proof of sterilization is sent to the seller, transfer of ownership with TICA registration papers will be provided to the buyer.***

**\*\*** If the kitten is not sterilized per this agreement and within the above date range, the Buyer will be in breach of contract and will immediately owe the Breeder \$7500, due and payable to Sara Jones of Curious Colorful Chaos Cattery. Additionally, at such time all health warranties are null and void, and no registration form will be provided. The \$7500 penalty is not for purchase of breeding rights, but a penalty for breach of contract.

If the Buyer's veterinarian determines that the kitten cannot be sterilized by 8 months of age for a medical reason, and documentation from the veterinarian is provided a grace period of 8 weeks may be added to this deadline, at the breeders discretion.

**\*\***If the Buyer chooses to rehome this kitten prior to 8 months of age, the Buyer is still bound by the terms of this contract and required to sterilize the kitten prior to rehoming.

**Buyer agrees that this kitten was purchased as a pet (not for breeding/Studding)**

**Signature -**

**Health Guarantee:**

- ★ **The Seller agrees to the following upon the transfer of ownership of the kitten:**
- ★ **The kitten will be screened by a state licensed veterinarian before transfer to the Buyer.**
- ★ **The kitten will be FeLV & FIV negative on the date of sale.**
- ★ **The kitten will have received age-appropriate vaccinations and deworming, with copies of such records provided to the Buyer.**
- ★ **The kitten will be microchipped.**
- ★ **The kitten will have a 72-hour warranty for viral or bacterial diseases.**
- ★ **The kitten will have a one-year warranty for congenital and hereditary defects that adversely affect the health of the kitten.**
- ❖ **Should the kitten die during that time as a direct result of a congenital defect, a necropsy must be performed by a licensed veterinarian and a certificate provided as proof of cause of death, along with all vet records. The Breeder must be notified within 24 hours of the death.**

**Exclusions to the Health Guarantee:**

Our warranty specifically excludes items that are not listed above. Examples of such conditions are: Illness that is environmental in nature such as Feline Leukemia; accident; digestive related illnesses, including ingesting foreign objects; periodontal disease, or cancer. This warranty is in effect beginning the date of transfer and until one year has passed or Curious Colorful Chaos Cattery closes, whichever happens first. This warranty is not transferable. Treatments for preventative care such as regular exams, vaccinations, parasite treatment are not covered. **\*\*\***The total liability of the Seller shall in no case exceed the purchase price of the kitten (excluding transportation/shipping costs).

Buyers Initials: \_\_\_\_\_

DNA results of both parents are free from having or carrying genes

- ★ Hypertrophic Cardiomyopathy (HCM)
- ★ Polycystic Kidney Disease (PKD)
- ★ Pyruvate Kinase Deficiency (PKDef)
- ★ Vitamin D-Dependent Rickets
- ★ Congenital Adrenal Hyperplasia
- ★ Sphingomyelinosis (Niemann Pick Disease) Type A, C1, C2, and IA 7.
- ★ In addition to the DNA test, both parents will undergo heart and hip testing by a state licensed veterinarian prior to breeding.

*\*(Curious Colorful Chaos Cattery has negative FIV/FeLV tests on every adult cat in our cattery. At no time will any expenses incurred (including vet bills or diagnostic fees while in the Buyer's possession), be the responsibility of the Breeder. The Breeder shall never be responsible for providing any value beyond a replacement kitten. \* This warranty is between the original Buyer and the Breeder only.*

\*All information provided by the breeder including policies, disputes, health testing results, shall remain confidential and shall not be shared to third parties or divulged in social media, internet resources or word of mouth, unless otherwise required by law. This includes third parties as this information would have only been available to the Buyer to be shared. Breach of contract for this clause will incur a \$5,000 penalty for defamation, and damages are immediately payable to Sara Jones at Curious Colorful Chaos Cattery.

**In the event that a dispute cannot be resolved between the Buyer and the Breeder. Any legal action which may arise under the terms of this contract will be brought in Sumner County in the state of Tennessee. Buyer shall be liable for any court costs and related charges including attorney's fees associated with Seller enforcing the terms of this contract. This agreement is the entire agreement between parties.**

\* The buyer agrees that this cat will at no time be sold, leased, or given to any pet shop, animal dealer, animal research facility, animal shelter or to anyone who has ever been convicted of neglect of or cruelty to an animal, nor shall it be abandoned. It is the intention of the Seller that the Buyer be a permanent placement. If at any time the Buyer becomes unable to care for the kitten, Seller is given the right of first refusal. If the Seller does not receive the kitten, it is the responsibility of the Buyer to place the kitten in a home that meets the same conditions as stated in this contract.

\*\*The Seller assumes NO responsibility for Buyer's (or anyone else in the Buyer's household) allergies, disapproval of landlord, lack of proper housetraining, etc. No monies will be refunded for these reasons.

(Initials of Buyer)

**In signing this document,** It is the intent of the Breeder and the Buyer that this Contract shall constitute a legally binding agreement, and it is representative of the entire agreement between the parties. Neither party shall have the right to modify this agreement except by written mutual agreement. **By signing this Contract, the Buyer acknowledges that they have received, read, fully understands, and agrees to all of the terms and conditions of the above sale.**

Buyer Signature: \_\_\_\_\_ Date \_\_\_\_\_

Buyer Printed Name: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_ Relationship: \_\_\_\_\_

Breeder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*As our first concern is for the well-being of our cats, we reserve the right to refuse the sale of any cat or kitten to any individual at any time. This contract must be filled out and signed before the kitten leaves for its new home.*

**Seller Recommendations:**

- \* Any changes to the kittens' diet should be made slowly as sudden changes may result in episodes of diarrhea.
- \* Your kitten has been fed Royal Canin Kitten. It is recommended that your kitten remain on this food for at least the first year and always have access to dry food, wet food(at least twice a week) and fresh water
- \* The kitten should be given frequent and kind human attention with a generous amount of play and exercise.
- \* The kitten should not be caged with the exception of short-term confinement if necessary.