

Curious Colorful Chaos Cattery Kitten Contract

Name: _____ Date of Birth _____
Breed _____ Sex: _____ Weaning Date: _____
Mother _____ Father _____ Microchip: _____

THIS KITTEN IS BEING SOLD TO:

Buyer's Name: _____

Address of Buyer: _____

City, State, Zip: _____

Phone: _____ Email Address: _____

Kitten Purchase Information

Kitten purchase price is _____. This price does not include any transport fees or delivery. If shipping is required, Buyer is responsible for all shipping fees (airline fees, appropriate carrier, health certificate) which will be no less than \$400. Delivery costs will be negotiable between Buyer and Seller if transporting by car.

***The non-refundable deposit** to reserve a kitten is \$500. The remaining balance of \$_____ is payable in CASH ONLY upon pick up the kitten. Deposit was paid on: _____

***Discount Options:** Buyer may take a \$100 discount from the price of the kitten by making payment in full at the time of the deposit. Additionally, if purchasing two kittens, an additional \$100 discount will be given on the second kitten.

***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.

***However,** if the Breeder fails to provide the kitten as agreed, the full purchase price, including deposit, will be refunded or transferred to a future kitten, at the option of the Breeder.

***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, the registration form 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.

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. The Buyer will provide the Breeder with proof of sterilization from a licensed veterinarian. *(either option A or option B)*

AThis 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, and must fall between the dates of

BDocumentation from licensed veterinarian with release form on file for breeder to verify alteration from veterinary office.

****** 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:

***72 Hour Health Guarantee:** If the Buyer wishes to have the kitten examined by a licensed veterinarian within the first 72 hours after Acceptance, and the veterinarian finds any life-threatening and untreatable illness in the kitten, the kitten can be returned immediately to the Breeder and a replacement kitten will be provided when available. The Breeder, at no time, is responsible or liable for any costs associated with the medical care or transport if returned. The kitten must be returned within 24 hours of notification from the veterinarian that confirms a life-threatening and non-treatable illness.

***Two Year Health Guarantee:** For a period up to 24 months of life from the date of birth of the kitten, the Breeder guarantees the kitten to be free from life threatening congenital defects.

a. Should the kitten die during that time as a direct result of a congenital defect, a necropsy must 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.

b. If the kitten is found to be medically deficient due to a life-threatening and untreatable congenital disease by a licensed veterinarian before 24 months of age, the Breeder is to be notified within 24 hours and provided with all records from the veterinarian, and the Breeder reserves the right to have the kitten examined by a second veterinarian of our choice.

*******If the kitten is proven to have died or is diagnosed with a congenital, life-threatening illness that is untreatable, the Breeder will replace the kitten within 12 months. In the event that the kitten is diagnosed and not deceased, the kitten must be returned to the Breeder at the Buyer's expense within 7 days of the diagnosis and proof of illness covered. The Breeder may extend the alternative offer of a 50% refund of purchase price instead of a replacement kitten, at the discretion of the Breeder.

Exceptions to the Health Guarantee:

All warranties exclude any illness not directly related to a congenital disease, including accidents, illnesses due to improper care, minor or easily treatable conditions, any viral, bacterial or protozoal infections that are easily transmissible in locations such as at a groomer or vet's office. The warranty excludes FIV, FeLV and FIP.

Buyers Initials: _____

**(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), regardless of warranty status, 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.

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 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.

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.