

Christina's Coon Cats

Union, MO 63084

Email: christinascooncats@yahoo.com

Phone: (314) 703-6317

Kitten/Cat/Feline Sales Agreement

This Kitten/Cat/Feline Sales Agreement (the "**Agreement**"), is entered into between Christina's Coon Cats,

Christina Seko ("**SELLER**"), and _____, (collectively the "**BUYER**" whether one or more and together with Seller, the "**PARTIES**", and each a "**PARTY**").

Buyer's Physical Address is: _____.

Kittens/Cats are sold as **PET ONLY** unless discussed otherwise and will come with age appropriate vaccines, deworming, and microchip with vet check.

Kittens **MUST** be spayed/neutered on or before 7 months of age. **NO EXCEPTIONS.**

Proof must be provided via email or text or verbal confirmation by veterinarian.

1. **Purchase and Sale:** Buyer agrees to pay Seller the following purchase price ("Price") for the kitten and/or cat on the payment dates specified below:

Breed: Mainecoon

Name:

Gender:

Color:

Date of Birth:

Deposit: **\$500.00**

Payment Date: On or before the date of this contract

Remaining balance: \$ _____

{7} days before feline departs cattery

Total purchase price: \$ _____

The deposit is non-refundable unless Seller fails to deliver the feline in a timely manner. If Buyer fails to make any required payments on or before the payment dates specified above, this Contract may be terminated by Seller at its sole discretion without refunding the deposit to Buyer.

2. **Payment:** Payment shall be made by PayPal, Venmo, Cashapp, certified check or cash at the time of pick-up (additional fees apply at Buyers expense) to Seller using the Seller's contact information specified on the signature page. Buyer shall provide tracking numbers to Seller upon making payment, and Seller shall confirm receipt of funds to Buyer when funds are received. Seller shall not release feline prior to confirming receipt of the entire purchase price.

3. **Delivery:** Transfer of ownership. Specific shipping arrangements will be determined in advance by mutual agreement of Buyer and Seller. Seller shall deliver feline to Buyer (or, upon Buyer's written request to Buyer's agent or a carrier for transport), at a time and place mutually agreed between the Parties (the "Delivery Date"). At the time feline leaves Seller's possession on the Delivery Date, all of Seller's right, interest and title to the feline shall be assumed by Buyer and all risks associated with the ownership and transport of feline shall be assumed by Buyer. All courier, shipping and insurance fees

and expenses shall be paid by Buyer and Buyer shall be responsible for filing a claim if feline is lost, stolen, injured or delayed.

4. **Breeding Rights/Pet Status:** Feline is being sold to Buyer WITHOUT breeding rights, **UNLESS** discussed otherwise.

5. **Registration Documents:** All felines are registered via TICA or CFA, upon pick-up/delivery you will be given the registration documents to register your kitten.

6. **Transportation:** It is the Buyers responsibility to arrange transportation, if help is needed Seller can recommend a ground transporter or deliver kitten to airport for flight. Kittens will be ready to go to their new homes at 12 weeks for ground transport and 14-16 weeks if flying.

7. **Vaccinations:** Prior to the Delivery Date, feline shall have received standard age appropriate vaccinations from infectious diseases. As of the Delivery Date, Seller guaranties it's cattery is free of feline leukemia virus (FeLV) and feline immunodeficiency virus (FIV). Verification of vaccinations will be presented at time of delivery.

8. **Health Guarantee:** If within 2 weeks feline is found by a licensed veterinarian to (a) test positive for HCM, SMA, PK Def, FeLV and/or FIV, (b) have an incurable illness or (c) have a genetic defect that threatens feline's life or reproductive ability, Buyer can exchange feline for a kitten of equivalent value and color when a new kitten becomes available from Seller ("Health Guarantee"), but **ONLY IF ALL OF THE FOLLOWING CONDITIONS ARE MET AT BUYERS EXPENSE:**

Understand that, if Buyer does not maintain proper diet or weight it may increase the risk of feline developing chronic health conditions.

Genetic panel is an ADDITIONAL \$150 and will be sent off by breeder.

*If you opted in to genetic testing, and a life threatening fault is shown on the genetic panel, buyer agrees to partially refund/replace kitten.

Opt-in to the genetic panel?

Y _____ N _____

(I) Buyer has feline examined by a licensed veterinarian within fourteen (14) calendar days of the Delivery Date; and

(II) Within twenty (20) calendar days of the Delivery Date Buyer provides written veterinary records clearly stating the diagnosis, date, feline's name;

(III) Buyer authorizes its veterinarian to discuss the feline's condition directly with Seller; and

(IV) Buyer provides reasonable evidence that feline has not been exposed to any other animals in Buyer's household or cattery before the diagnosis; and

(V) For claims relating to FeLV and FIV, Buyer must provide test results to Seller demonstrating that all felines in its household and cattery test negative for FeLV and FIV in that time period or the Health Guaranty will be null and void with respect to those conditions.

If Buyer exercises its right to exchange feline pursuant to the Health Guaranty, Buyer shall be responsible for all shipping costs associated with returning feline to Seller, and Seller shall be responsible for all shipping costs associated with delivering a replacement kitten to Buyer.

Seller confirms feline does not have, as of the date of this Contract (and will not have, as of the Delivery Date), colds, viruses, wounds, bites, skin rashes, fleas, fungus, mites, worms, or other parasites. However, the Health Guaranty excludes these conditions because they can be contracted from other animals after leaving the Seller's possession and in any case, they are treatable. **Should any of these conditions be documented by a licensed veterinarian within fourteen (14) calendar days of Buyer's receipt of**

feline, Seller and Buyer agree to work together in good faith to address the issues, giving highest priority to feline's health.

Beginning on the Delivery Date, all health expenses relating to feline (including the veterinary examinations contemplated above), are Buyer's sole responsibility.

9. **Buyer's Responsibilities:** Buyer agrees to the following: **(a)** Feline will receive its yearly vaccinations and veterinary examinations, in addition to any necessary veterinary attentions, **(b)** Feline will not be denied needed veterinary attention, **(c)** Feline will not be allowed outside except on a leash (under close supervision) or in a completely enclosed run, **(d)** Feline will be given the proper diet in the proper amount, and will have fresh water available at all times, **(e)** Feline will receive frequent grooming and kind human attention, free of cruelty and abuse, **(f)** if Buyer is unwilling or unable to retain ownership of feline for any reason, feline will be returned to Seller, **(g)** feline shall never be destroyed, given to an animal shelter, sold or given to a pet store, abandoned, or sold or given to a laboratory, feline should never be caged **(h)** at Seller's request Buyer will periodically inform Seller about feline's show success, health and **(i)** Buyer will immediately inform Seller of any serious illness or death of feline **(j)** Buyer agrees to stay in contact with seller throughout the cat/kittens lifetime. **(k)** If Seller requests information or photos showing cat/kitten's current well being Buyer must provide upon request.

10. **Refund Policy:** No cash refunds for any reason.

11. **Deposit:** With receiving the advance payment, the Seller assures to the Buyer that the described feline is reserved exclusively for her/him. The advance payment will be credited at the full payment on the date of handover. Should the Buyer withdraw from buying the feline before the date of handover, the Seller has the right to retain the advance payment.

12. **Resales:** If at any time Buyer wishes to re-sell feline, the sale must be pre-approved by Seller in writing, OR Buyer offers feline to Seller for \$500 up to 5 years of age, and

free after 5 years of age. No cat/kitten shall EVER UNDER NO CIRCUMSTANCES be placed in a shelter.

13. **Advertising Rights:** Buyer agrees to allow Seller to use feline's photographs, name, biographical information and awards in all of Seller's existing and future advertising, including website advertising and the promotion of Seller's cattery.

14. **Declawing:** Understand that clawing is a natural habit/behavior of a cat. I strongly encourage pet parents not to declaw their cat/kittens as there are alternatives such as;

- Adding scratching posts through out your home.

- Regularly trimming your cats nails.

- Using pheromone sprays/diffusers.

- Temporary nail caps.

Cats/kittens shall NOT be declawed after 27 weeks of age or have all 4 paws done regardless of age.

15. **Entire Agreement; Assignment; Electronic Signatures:** This Contract constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous agreements, both written and oral, regarding such subject matter. This Contract may not be assigned by Buyer without Seller's prior written consent, and any attempt to do so shall be null and void. A signed copy of this Contract delivered by email or other means of electronic. Transmission will have the same legal effect as delivery of an original signed copy of this Contract.

BREACH OF SIGNED CONTRACT WILL RESULT IN LEGAL ACTION FOR \$5000 PLUS LAWYER FEES.

By signing below, Seller and Buyer each confirm that he or she understands and agrees with the terms and conditions of this Contract.

Seller: _____

Date: _____

Buyer:_____

Date:_____

Name: Christina Seko

Name:

Email: Christinascooncats@yahoo.com

Email:

Telephone: (314) 703-6317

Telephone:

Address: 117 Central Ave

Address:

Union, MO 63084

Cattery's Name: **Christina's Coon Cats**

Seller Initial:_____

Buyer Initial:_____