

Little Curls Cattery

A TICA registered cattery

Cat and Kitten Purchase Agreement and Health Guarantee

THIS AGREEMENT between _____ (Buyer) and Mindie Booth (Seller) is effective as of the date of the last signature to appear below and is binding upon all parties thereto. Buyer(s) agree to buy and Seller agrees to sell the below described cat/kitten pursuant to all of the following terms:

Description of Animal:

Breed:
Birthdate:
Sex:
Name:
Registration #:
Color:
Sire:
Dam:
Purchase Price:

Deposit/Payments:

Date Received:
Amount Received:
Payment Method:
Balance Due:
Agreed upon holding time:
Arranged Delivery/Pick-up Date of cat/kitten:

Cat/Kitten is purchased for: Breeder or Pet

Health Guarantee: Mindie Booth ("Seller") guarantees the health of said cat/kitten upon pick up from cattery or upon the time of shipment for a period of seventy-two (72) hours. This time period begins at the point that the cat/kitten leaves the possession of the Seller, whether it is at the cattery or at some point of shipping. The cat, if shipped, comes to you with veterinarian's health certificate and a record of vaccinations and de-worming.

We recommend that you take the cat/kitten to your own veterinarian (at Buyer's expense) within the first seventy-two (72) hours for your own satisfaction and protections. If you have other cats, we also require that you place the new arrival in quarantine during this time and follow the advice of your own veterinarian in regard to the length of the quarantine period. Mindie Booth (Seller) requires a MINIMUM of two (2) weeks (normal quarantine is a minimum of two weeks, but can be as long as thirty days.) You or your veterinarian, shall report to the Seller any medical problem within the first 72 hours. It must be reported to the Seller within twenty-four (24) hours of its discovery. **Failure to make this report within this time frame will void this warranty. Exposure to other animals of any species during this time will void this warranty.**

Each cat/kitten will differ in the time needed to bond with its new family. Please give the cat/kitten ample time to adjust. A period of two to four weeks should be the very least amount of time allowed the cat/kitten for an adjustment period, and longer if this is an adult cat or there are children in the house. If you are a multi-animal home, please give your new friend and family member a safe and secure place of its own, as well as ample chance (at least two weeks) to bond with you and to adjust to its new surroundings. Even if this is your only pet, your new cat/kitten needs to feel safe and secure for its unique individual personality to surface and for it to bond to you and become secure in its new environment. We strongly recommend a small room, such as a bathroom, in which the kitten is provided with a separate area for its litter box, sleeping quarters, and feeding area.

Refunds and Replacement and Expenses: There shall be no refund of holding fee, purchase price, shipping charges or other costs. There shall be replacement of the cat/kitten only under the circumstances provided below;

1) If the cat/kitten is found to be in "unsound health" by a licensed veterinarian within 72 hours, the cat/kitten shall be returned to Seller and Buyer may request a replacement of another cat/kitten of equal value. Said replacement will be made as soon as a suitable replacement become available. A medical report signed by the examining veterinarian must be provided to the Seller prior to a replacement being made.

2) However, the Seller will **NOT** replace any cat or kitten that has not received adequate and appropriate care from its new owner. It is the responsibility of the Buyer to provide immediate veterinary care (at the Buyer's own expense) to any cat/kitten showing signs of illness or distress and failure to do so will render any guarantee null and void. This is especially true for animals undergoing the stress of prolonged travel periods.

3) Under NO circumstance is a cat or kitten to be destroyed prior to notification by the Buyer to the Seller. Any cat/kitten for which the Buyer requests replacement, must be returned to the Seller (at the Buyer's expense) so that identity of the cat/kitten can be verified. "Unsound health" shall be defined as any condition which is "life threatening" or "incurable" and shall **NOT** include "curable" conditions or infections including, but not limited to, cold, virus, bacterial/parasitic infections or allergies.

4) Buyer understand that adoption of said kitten, identified herein, means that Buyer agrees to undertake responsibility for future health maintenance of said kitten **FOR THE REST OF THE KITTENS NATURAL LIFE**, just as if this kitten were a human child being adopted by the Buyer. Seller's health guarantee offers a replacement in the event said cat/kitten should die within twelve (12) months of Buyer's receipt of cat/kitten, as a direct result an unknown (at the time of sale) congenital birth defect, or be diagnosed with a terminal genetic defect before twelve months, wherein the cat dies within the first twelve (12) months of birth. **Said cat/kitten will be replaced only if an appropriate necropsy is performed by a licensed veterinarian and a veterinarian's certificate with full disclosure and a copy of the necropsy report is provided as proof of cause of death. In addition, the Buyer must submit a signed photograph of the cat to the Seller, for confirmation that the cat is in fact the same cat covered by this purchase agreement. Trauma, abuse, neglect, failure to obtain adequate veterinarian care, or failure to provide the aforementioned required veterinarian documentation, will void the opportunity for replacement.**

The Buyer assumes responsibility of all expenses incurred in relation to the cat/kitten after said cat/kitten leaves the possession of the Seller, as well as any expenses incurred at the request of the Buyer before the cat/kitten leaves possession of the Seller. If for any reason the cat/kitten is returned to the Seller, **Buyer** agrees to pay all expenses, including shipping costs, mileage, and re-examination expense of Seller's veterinarian. This examination will include a complete 'viral panel' blood test for FELV, FIP and FIV viruses. If the cat/kitten is returned to the seller for resale on behalf of the Buyer, the terms of this resale will be agreed upon under separate written agreement.

Date(s) of Vaccinations:

Will be provided in Health Record given with cat at time of pick-up or delivery.

Vaccinations: Your cat/kitten have already been treated for internal parasites. Your cat/kitten has also had the required vaccination series, EXCLUDING FIP vaccine and FELV vaccine. If you choose to vaccinate for Feline Infectious Peritonitis (FIP), we recommend you discuss this with your own veterinarian and consider the risks. We do not vaccinate with FELV. However, if there are special circumstances in your household, i.e. an indoor/outdoor cat that may expose your animal to the disease or a cat already in the household that is positive for Feline Leukemia, vaccinating for the FELV (Feline Leukemia vaccine) may be done if your veterinarian recommends it. Many breeders and veterinarians do not consider FELV and or FIP vaccines safe vaccines. It is imperative that you have your veterinarian perform a complete blood panel for exposure to these diseases **BEFORE** you vaccinate your animal against either of them.

IF FELV AND OR FIP VACCINES ARE GIVEN TO THE CAT/KITTEN AT ANY TIME, THE ENTIRE HEALTH GUARANTEE BECOMES NULL AND VOID. We pride ourselves in raising healthy, vaccinated, parasite-free kittens. To the best of our knowledge, each of our cats/kittens leaves our cattery in good health. Buyer may request a pre-purchase exam option, if desired.

This exam will be done at the Buyers expense. All charges must be paid prior to this exam and are non refundable regardless of results. The cost of the exam is \$250.00. Please note, however, if a full prepurchase exam, including a complete blood panel is desired, this exam must be paid for in advance by Buyer, in addition to the non-refundable holding fee of \$1000.00 that is required to hold the specific cat/ kitten for Buyer.

This kitten/cat is not guaranteed against diarrhea or other illnesses due to change in diet or sensitivity to certain medications. The Buyer should also be aware that diarrhea could also be caused from stress such as moving to a new home or from nibbling on household plants or poor quality pet food.

If the kitten/cat is allowed to be outdoors unsupervised (not on a leash or in an outdoor enclosure) the health guarantee will be void. If the kitten/cat doesn't get his/her updated vaccinations to prevent diseases, the health guarantee will be void. Proper health or vet records for proof of vaccination history will be required should Buyer contact Seller about the health guarantee.

Shipping: I will not ship kittens via cargo but can provide buyer with names of flight nannies. Ideally I would like to have buyer arrange travel to pick up their kitten or I might also consider flying in to deliver the kitten at buyers expense. Full payment of Health Certificate, shipping, and carrier must be paid to the Seller prior to travel. Please provide either a money order, cashiers check or verified Western Union payment. **This signed agreement must be returned prior to cat/kitten being personally picked up by Buyer.**

Holding Fees: A 'Holding Fee' is placed to hold a particular kitten for a buyer. All holding fees are **NON-REFUNDABLE**. The goal of our cattery is to place our cats/kittens in loving homes in a timely manner so they may bond with their new family. If a cat/kitten is held specifically for a buyer, a change of mind can quite often jeopardize the chance of that particular kitten to be placed in a home while still at a desirable age. **The minimum required 'Holding Fee' is 50% deposit.** Payment in full in the amount of the purchase price shall be paid prior to delivery. In the event the buyer decides not to take possession of said cat/kitten, the holding fee will be forfeited and deemed non-refundable. A "Holding Time" of greater than 6 weeks must be negotiated up front and will be granted only under special circumstances to be discussed ahead of time at the signing of this agreement.

Each cat/kitten will differ in the time needed to bond with its new family. Please give the cat/kitten ample time to adjust. A period of two to four weeks should be the very least amount of time allowed the cat/kitten for an adjustment period, and longer if this is an adult cat or there are children in the house. If you are a multi-animal home, please give your new friend and family member a safe and secure place of its own, as well as ample chance (at least two weeks) to bond with you and to adjust to its new surroundings. Even if this is your only pet, your new cat/kitten needs to feel safe and secure for its unique individual personality to surface and for it to bond to you and become secure in its new environment. We strongly recommend a small room, such as a bathroom, in which the kitten is provided with a separate area for its litter box, sleeping quarters, and feeding area.

In addition, it is a well known FACT that the immune system of kittens may decline dramatically when the kitten first goes to a new environment. It takes a minimum of TWO WEEKS for the immune system to rebuild itself. During this time, it is essential that the kitten be confined and NOT be exposed to other animals. With its immune system in a weakened condition, the kitten may be prone to catching illnesses carried by other animals that may or may not actually be exhibited by those other animals.

Also, if the kitten DOES break with an illness, it is important NOT to expose the Buyers OTHER animals to whatever illness the new kitten may have acquired.

THE BUYER becomes the owner of said cat/kitten upon Seller's receipt of 'Payment in Full'. 'Payment in Full', and receipt thereof, supersedes a signed Sales Agreement being in the possession of the Seller. 'Payment in Full' will be held as a binding agreement to purchase said cat and will be held in lieu of a signed Sales Agreement being on file with the Seller. The cat/kitten will be cared for by the Seller until the Buyer is able to take possession of said cat/kitten after 12 weeks of age as well as after the kitten has been spayed or neutered which could be anywhere between 12-16 weeks. In the event the period of care by the Seller exceeds the time period agreed upon by Seller and Buyer previously, the Buyer agrees to pay board on said cat/kitten at a boarding charge of ten dollars (\$10.00) per day. Boarding charges are to be paid in full prior to the release of said cat/kitten to Buyer. Boarding charges are due and payable upon request. If boarding charges are not paid monthly, or fall 30 days past due, said cat/kitten will be considered abandoned and will revert to the ownership of the Seller in lieu of payment of boarding charges. **There will be NO refund of the holding fee, and said fee will be forfeited! The balance of the purchase price will ONLY be refunded if and when the kitten is placed in another suitable home and boarding fees will be deducted from the partial refund provided.**

Breeder and or Show Animals: A breeding animal means the Buyer has unrestricted registration papers on this animal for the purpose of breeding unless other contingencies apply to the sale, including but not limited to partnership for "kitten-back" arrangements.

Seller/Breeder does not guarantee the size of said cat/kitten, at maturity, whether purchased for breeding, show exhibition or as a pet/companion. Nor does Seller guarantee the final appearance of the animal with respect to conformation, color, or spotting pattern.

Any cat or kitten that is purchased from Mindie Booth (Seller) is not to be sold, leased, transferred (either partially or fully), or given away without the written consent of the Seller. This is to ensure that the cat or kitten purchased is placed with a suitable second home. It is very difficult for some of these cats to adapt to a new home, and Seller wishes to ensure proper placement of ALL of its cats or kittens sold and that said cats or kittens are placed in PERMANENT homes. As such, if Buyer, for any reason, has difficulty in keeping this kitten, the kitten shall be returned to Seller (at Buyer's expense) UNLESS Buyer obtains written permission to place the cat or kitten in a SPECIFIC secondary home. As mentioned above, IF cat or kitten is returned to Mindie Booth (Seller) NO AMOUNT of REFUND will be provided UNLESS Seller is able to find another suitable home for the cat or kitten after taking repossession of the kitten and less than a month of time has elapsed since the cat was returned to Mindie Booth (Seller). After thirty days, any refunds to Buyer will be based upon any costs incurred by Seller for the care and upkeep of the cat. In addition, any veterinary expenses will be deducted from the amount to be refunded to Buyer. However, at a minimum, Seller will retain the original 'Holding Fee'.

Buyer agrees that they will not expose a female kitten to a fertile male until they are at least 9 months old. There is no guarantee against pyometra or other infections to cause infertility. Buyer understands that female kittens used for breeding do not do well in small cages and hereby agrees to provide kitten with adequate living space in an area free from disease and or parasite and to furnish said cat/kitten with a high quality diet. Buyer also agrees no female shall be exposed to a fertile male until any litter she may have is at least 8 to 10 weeks old. Should the female be bred more frequently, Buyer agrees this violates the contract and female shall immediately be returned to Mindie Booth (Seller) at the Buyers expense.

Declawing: The Buyer understands that declawing is a mutilation involving the amputation of a large portion of the kitten's/cat's toes, which is likely to alter the cat's temperament and general well-being. Buyer agrees that the kitten/cat will **not** be "de-clawed" under any circumstances. Doing so will constitute breach of this contract on the part of the Buyer and the health guarantee will be null and void. Copy/paste this link in your browser to learn more about declawing:
<http://www.declawing.com/htmls/declawing.htm>

Advertising Rights: Seller reserves the right to use any photos of the purchased kitten in any and all advertising, including, but not limited to, internet website advertising in the promotion of Seller's cattery. Buyer agrees to allow the Seller the right to use his or her cat/kitten's photograph or name in future or existing advertising.

Housing, Care and Transfer to Third Party: Buyer agrees that this cat/kitten will be kept **indoors** and will NOT be allowed to roam freely outside. Under no circumstances will said cat/kitten be sent to a shelter or otherwise disposed of, nor shall this cat/kitten be sold, leased or given away to any pet shop, research laboratory or similar facility. In addition, this cat/kitten will **NOT** be placed at another breeding facility other than the one owned and operated by the original Buyer.

If Buyer becomes unable, or no longer desires to care for this cat/kitten, cat/kitten shall be returned to Seller and Buyer will pay delivery expenses. Buyer agrees that Seller has the right to retrieve said cat/kitten if Buyer does not adhere to all provisions of this contract or if cat/kitten is being neglected or abused.

If Buyer wishes to resell this cat/kitten, the cat/kitten may be returned to Seller, at Buyer's expense, for resale by Seller. No refunds are guaranteed by Seller based on the sale to a new owner. However, partial rebate may be given at Seller's option if the cat/kitten has been able to be placed promptly with little or no expense on the part of the Seller.

Venue: If any legal action is commenced by Buyer or Seller as a result of this contract, Buyer agrees that the place of venue for such action shall be in Holladay City, Utah (Seller's City, State). Buyer assents to personal jurisdiction within such venue, regardless of their Country and/or place of residence, and agrees that any judgement obtained is enforceable within the jurisdiction that they reside in as if obtained within that jurisdiction.

Facsimile Signature: A facsimile of this signed agreement shall be enforceable as an original if the original contract is lost, destroyed or otherwise unavailable.

We pride ourselves in raising healthy, vaccinated, parasite free kittens/cats. All kittens/cats leaving our cattery, to the best of our knowledge, are in good health. All kittens/cats are well socialized before leaving to young children, adults and cats. Please introduce your new kitten slowly to members of the family and give them time to adjust. Supervise young children when around kitten/cat until both are comfortable with each other.

I AGREE TO THE TERMS STATED HEREIN

BUYERS SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

ADDRESS: _____

PHONE NUMBERS: _____

EMAIL: _____

SELLER SIGNATURE: _____

Sellers Name and Cattery Name Mindie Booth/Little Curls Cattery

DATE:

Sellers Mailing Address: 2225 E. Panorama Way, Holladay, Utah 84124

Seller Phone number and Email: 801-971-1618 mindiebooth@msn.com