

# Bare Naked Cat Cattery

## Purchase Agreement

I have Nannette Chesley  
2000 Midshipman Drive Stafford Va, 22554  
571-409-2929  
BareNakedCatsVa@Gmail.com

### Kitten Information:

*This contract is for the sale of:*

*Breed:* Sphynx

*Sold as:* Pet Only

*D.O.B.* \_\_\_\_\_

*Color:* \_\_\_\_\_

*Sex:* \_\_\_\_\_

### Buyer Information:

*Please Fill out info Below:*

*Name:* \_\_\_\_\_

*Address* \_\_\_\_\_

*City* \_\_\_\_\_ *State* \_\_\_\_\_

*Zip:* \_\_\_\_\_ *Phone:* \_\_\_\_\_

*Email:* \_\_\_\_\_

### Sale Information:

*Date of Purchase:* \_\_\_\_\_

*Estimated Delivery Date:* \_\_\_\_\_

*Price of Kitten/Cat:* \_\_\_\_\_

*Delivery Cost:* \_\_\_\_\_

*Balance Due:* \_\_\_\_\_

*Deposit:* \$500.00 per kitten/cat non-refundable deposit (Kitten shall be deemed "reserved" only after the deposit of \$500 (USD) is furnished by the buyer to the Breeder Nannette Chesley on the behalf of Cattery (Bare Naked Cats Va). The buyer has 24 hours from receipt of this contract to review, sign, and furnish deposit. After 24 hours the breeder has the right to move on to the next person on the waitlist. You will then have the opportunity to choose a kitten from the next litter. If deposit is not furnished at this time you will lose all deposit and your option to reserve a kitten through BNC will be terminated.

*Sire:* \_\_\_\_\_

*Dam:* \_\_\_\_\_

**BREEDER:** Bare Naked Cat

What is included in the price of the kitten at minimum:

- 2 sets of FVCRP vaccines (All kittens will have received age appropriate vaccination prior to leaving our home. As the buyer, you agree to not have your kitten re vaccinated for at least 3 weeks after the date of the prior vaccination as that can make your kitten very sick.)

- 2 Vet Checks. 1st at 8- weeks and 2nd at 12 weeks
- Appropriate deworming – up to 14 weeks
- Fecal Floatation to lab
- 3-Year HCM guarantee (Note: Guarantee is voided if kitten is not taken for a HCM scan by a Certified Cardiologist by one year of age)
- 2 – year health guarantee
- Proof of Negative FeLV and FIV
- Proof of HCM DNA results
- Microchip
- Registration paperwork and Transfer of ownership (If kitten leaves BNC Unaltered Spay/Neuter will be done by the age of 6 months as agreed upon in contract stated below before registration paperwork will be provided. A date is provided below there will be no exceptions) \_\_\_\_\_(Initial)

***This sales contract is a purchase agreement between Bare Naked Cats Cattery (Seller) and \_\_\_\_\_ (Buyer).***

PURCHASER AGREES TO THE FOLLOWING:

1) The purchaser agrees to pay a non-refundable deposit of: \$500.00 to reserve kitten of choice. Buyer understands that kitten's ready date may change at breeder's discretion. If the balance is unable to be paid by the date listed, the breeder has the option to cancel the sale without refund of the deposit. PayPal is no longer accepted if. If the payment is sent by paypal, it will be refunded, and Buyer agrees to pay any fees associated with the refund. Zelle is also accepted @5714092929 Cash App at \$Nchesley19 for deposits and payment. You will have 24 hours from the date the Agreement is signed to place a deposit to reserve a kitten/cat. Final Payment will be furnished in cash at pickup – or cash equivalent. \_\_\_\_\_(Initial)

The deposit is nonrefundable and is considered compensation for upkeep of the kitten/cat and lost opportunities for its sale should the Buyer decide to back out of the sale after the deposit has been received. If the buyer, having put a deposit on a cat/kitten, should later change their mind about the purchase, the deposit will not be refunded. The buyer will have the option of purchasing a kitten within a 12-month period, where the deposit will be applied in addition to the new reserving deposit. If the buyer does not accept a kitten within the 12-month period, deposit is forfeited

\_\_\_\_\_ (initial)  
As the seller, we have the right to refuse and/or cancel sale at any given time, or reason, as we see fit. If the seller chooses to refuse the sale of the kitten, the seller will refund the deposit to the buyer. This is the **ONLY** exception to a cash refund for deposit.  
\_\_\_\_\_ (Initial)

Payments: If the buyer, having put a deposit on a cat/kitten, should later change their mind about the purchase, the deposit will not be refunded. The buyer will have the option of purchasing a kitten at a later time, within a 12 month period, where the deposit will be applied in addition to the new reserving deposit. If a kitten is not chosen by the 12 month period, buyer forfeits all deposits and will no longer be able to reserve a kitten unless buyer places a whole new application with application fee and kitten must be paid in full at the time of choosing a kitten. [REDACTED] (Initial)

Seller agrees to "hold" said kitten for Buyer until said kitten is placed into Buyer's care at approximately 14 weeks of age AND any balance due must be paid in full to Seller. Said kitten/cat will not be delivered or leave Seller's home unless and until all monies are paid to Seller and Buyer executes and returns to Seller a signed copy of the Agreement. If Buyer does not pay to Seller, the balance due at the agreed about time, any deposit is deemed "forfeited" as contained in "Forfeiture and Liquidated Damage" Clause" of this Agreement. [REDACTED] (initial)

If the kitten is on a payment plan or buyer requests that the kitten is held for any reason that requires the kitten to stay longer than 14 weeks, the buyer agrees to pay for all additional vetting costs and \$20 per week for additional food and care required to hold the kitten. This must be paid before the kitten is picked up by the buyer. No Kitten will not be held any longer than 25 weeks of age. Should kitten still remain in sellers posesion at 20 weeks buyer then forfeits deposit and all monies with the exception of \$500 deposit placed on kitten will be returned to buyer. Seller may offer buyer pick from next litter, this is not guaranteed and is at the seller's discretion. [REDACTED] (initial)

4) It is understood that no Sphynx is completely hairless and that "hair" may grow from time to time changing the appearance of your kitten/cat. This is an acceptable, normal trait of the Sphynx and is not a condition that deserves cause for refund.

[REDACTED] (Initial)

Bare Naked Cats Va prefers that you pick your cat up in person. The Breeder will not be held responsible for the quality or costs of delivery or any other transportation methods used should the buyer not pick the Kitten up in person, including courier service.

Liability shall end at the time of transfer from Breeder to Transportation service the buyer will be responsible for the total costs and consequences thereof such as stress and psychological characteristics of purebred cats and shall take measures to eliminate them. [REDACTED] (Initial)

Seller can hand deliver kitten to the closest major airport should the buyer not want to pick-up the cat themselves. Cats cannot fly until 30 days after their rabies vaccine at 16 weeks. The total cost of this will be the responsibility of the buyer. This includes the cost of a two-way ticket for the seller (BNC does not allow any cat/kitten to fly anything other than cabin) and any associated pet fees for the animal to fly in the cabin, USDA Health Certificate, Rabies vaccine, plus \$400 for the Seller's time. It is best if the ticket is purchased as far in advance as possible to reduce the overall cost and allow the Seller

to plan accordingly. If the buyer elects to have the kitten delivered, all money owed for the total balance of the kitten should be paid ten (10) days before the flight departure date. If the balance is not paid in full, the cat will not fly, even if the airline tickets have been purchased. If flights need to be rebooked due to non-payment, the cost will be the responsibility of the Buyer [REDACTED] (initial)

If, through an act of nature or other unforeseen reason, said kitten which was placed on "Hold" becomes unavailable (i.e., death of kitten), Seller agrees to provide Buyer with a kitten of "like-quality and price" from either an existing litter or from an upcoming litter as outlined in paragraphs above. **There are no cash refunds** [REDACTED] (initial)

a. If Buyer chooses not to accept said replacement kitten within twelve (12) months from the date the original deposit was accepted by Bare Naked Cats Va, the deposit is forfeited as outlined in the Forfeiture and Liquidated Damage Clause section.

[REDACTED] (initial)

b. If a kitten of equal quality to the above-described kitten cannot be made within twelve (12) months from the date of this Agreement, then Buyer agrees to accept a replacement kitten of any color, and/or sex. Buyer understands and agrees to make a choice from what is offered, or all other rights are forfeited, and no monies will be refunded to Buyer [REDACTED] (initial)

All kittens/cats from Bare Naked Cats Va will come with registration paperwork to register your kitten with TICA. Buyer understands it is their responsibility to register their kitten and are responsible for registration fees. \_\_\_\_\_ (Initial)

#### **Forfeiture and Liquidated Damage Clause:**

A deposit is forfeited if Buyer changes his/her mind and no longer wishes to purchase said kitten (for any reason) or cannot pay Seller any balance due on said reserved kitten within the agreed-on time. Said forfeited deposit is considered liquidated damages to Seller including, but not limited to:

- (a) Seller has turned away other potential buyers when a "hold" or "reserve" was placed on said kitten;
- (b) An older kitten has a drastically reduced value and can no longer be sold for the original purchase price;
- (c) Between the time the kitten should have gone to its new home weeks and when it is finally sold to a secondary purchaser, Seller will have suffered the increased costs associated with the feeding, care, and other additional vaccinations and/or worming required to keep said kitten in saleable condition from the original date of sale onward.

[REDACTED] (initial)

Seller is only obligated to Buyer so long as Bare Naked Cats Va is still breeding and selling Sphynx kittens [REDACTED] (Initial)

The Seller provides a 72 hour limited warranty guarantee that the above kitten/cat is in good health at the time of purchase. It is the responsibility of the buyer to take the kitten/cat to a veterinarian within this time for a thorough examination. If kitten/cat is not

vet checked within 72 hours of going to its new home, this Agreement will become void & Buyer will be considered in breach of Agreement. Buyer agrees to keep the kitten/cat quarantined for a period of 14 days from other cats or kittens. If kitten/cat has not been kept quarantined, warranty is void. If found to be medically deficient with an untreatable for life-threatening problems, this must be reported to the Seller immediately. A signed statement from a licensed veterinarian as well as copies of any and all supporting diagnosis and/or documents is required to qualify for any exchange. If an untreatable or life-threatening problem is found, the Buyer has the choice to return the animal for a replacement with all returning and receiving of replacement fee being paid by buyer. **There are no cash refunds.** Upon its return, it will be replaced with a kitten/cat of equal value. If no replacement kitten/cat is available at the time of return, the Seller will have one year to furnish a comparable kitten/cat. Transportation and all veterinary costs are the responsibility of the Buyer. The Seller retains the right to have a second opinion of a Vet of their choice. If after reporting any adverse conditions, the Buyer may choose to keep the kitten/cat thereby assuming all financial responsibilities. This health guarantee applies only to actual medical conditions that are life threatening and will not include any cosmetic conditions or conditions that are considered to be normal to the Sphinx. After the 72 hour health guarantee period the seller cannot be held accountable for future diagnosis of FeLV/FIV/FIP, any bacterial or viral infectious disease, parasites or fungus; due to the fact that these can be contracted anywhere in the environment after leaving the cattery and are not a result of genetics or breeding. Buyer accepts all responsibility for the protection of the cat/kitten from said diseases, illnesses, parasites and fungi. \_\_\_\_\_ (Initial) In the event of the cat/kittens death, Buyer must provide the seller with results from an autopsy conducted by a licensed veterinarian at buyers expense to receive another cat/kitten of equal purchase price when availability allows. If a life-threatening problem is found, the Buyer has the choice to return the animal for a replacement with all returning and receiving of replacement fees being paid by buyer. **There are no cash refunds.** \_\_\_\_\_ (Initial) All kittens will have received at least 2 FVCRP vaccinations prior to leaving our cattery. As the buyer, you agree to not have your kitten re vaccinated for at least 3 weeks after the date of the prior vaccination as that can make your kitten very sick. \_\_\_\_\_ (Initial) FIP Inoculation is very dangerous to your kitten/cat and could cause death. Please research. Contract will be void if the kitten/cat shall receive either of the stated vaccines. FIP is curable despite what veterinarians tell you. You agree to contact seller IMMEDIATELY if your kitten is diagnosed with FIP to start treatment IMMEDIATELY. \_\_\_\_\_ (Initial)

Seller assumes no liability or responsibility for any veterinary care for this cat after the purchaser takes possession of said cat. Under no circumstances will the seller be responsible for any veterinary bills incurred by the purchaser. Seller highly encourages buyers to maintain a pet health insurance policy. If Seller agrees to pay any portion of

vet bills, another written agreement will follow, and Seller will only entertain vet expenses that have been run through a pet insurance company. This will reduce the cost for both the Seller and Buyer and mitigate the total out of pocket expenses for both parties. Buyer understands that Pet Insurance is highly recommended for the life of the cat. Veterinary expenses can be very costly. [REDACTED] (Initial)

Claims for viruses, including coronaviruses, shall not be considered if there is no clinical picture of the disease. Animals at Bare Naked Cats are vaccinated according to the recommended vaccination schedule for the following: Feline distemper, Feline rhinotracheitis, Feline calicivirus. PCR done within 28 days of last Vaccine will not be considered proof of infection. Buyer must submit both PCR and Titers to establish viral load for Seller to consider claims for viruses. Buyer also agrees to submit at minimum 3 follow-up PCR at increments no smaller than 21 days in-between to determine if the cat is a chronic shedder [REDACTED] (Initial)

The kitten/cat is from a FIV and FeLV negative cattery. The Breeder will provide proof of the kitten's/cat's negative status along with proof of age-appropriate vaccinations and other vetting on the date the kitten is picked-up by the Buyer from the Cattery. The buyer has the right to confirm these tests at a licensed veterinarian of their choice during the limited 72-hour warranty. [REDACTED] (Initial)

Breeder must be notified within 24 hours of the veterinarian visit of any problems and within 2 hours of any emergency that may happen with the kitten/cat. A written statement by the veterinarian identifying the problem must be given to the breeder. Any problems are subject to confirmation by our veterinarian. The breeder will not be responsible for any veterinary expenses. [REDACTED] (Initial)

Failure to have the cat/kitten examined by a veterinarian within the stated amount of time or any evidence of abuse, neglect, or mishandling releases the breeder from any responsibility regarding the cat/kitten. [REDACTED] (Initial)

Buyer agrees that if any abuse or neglect indicated by the veterinarian gives seller (Nannette Chesley) permission to take possession of the cat/kitten. Buyer agrees that by initialing and signing this agreement they are agreeing voluntary relinquish of custody of cat with microchip # [REDACTED] to Nannette Chesley owner of Bare Naked Cats Va if any abuse or neglect on buyers part is indicated by a medical professional. (I.E. but not limited to Veterinarian). [REDACTED] (Initial)

## **2- Year Health Guarantee.**

Bare Naked Cats Va is a HCM scanning and PKD1, FIV, and FeLV free cattery Yearly testing and vetting is done to ensure all breeding cats are cleared for breeding. To the best of Seller's knowledge, the above-described kitten is the progeny of animals that are healthy. This Health Guarantee is for a congenital defect which is more commonly known as a birth defect. Most are present at or near birth. Seller guarantees the above-described kitten against life-threatening congenital defect until the kitten's second birthday (2-Years) Kittens 2ed Birthday is [REDACTED]. This is a limited guarantee,

and the Seller must be notified, in writing, when the congenital defect is first detected. Congenital defects are limited to the following: Polycystic kidney disorder (PKD1), cardiomyopathy, entropion, cataracts (cataracts may undergo spontaneous resorption within the first year [i.e., disappear]; if not, and if the retina is working, surgery may be needed.), degeneration of the retina, cleft palates and cleft lips, megaesophagus, portosystemic shunt (liver), patent ductus arteriosus (PDA), seborrhea oleosa, amyloidosis, and mucopolysaccharidosis. If a claim for any of the above-referenced congenital defects is made, written verification (on company letterhead with veterinarians signature) from a qualified, licensed veterinarian must be provided to Seller with a description of the kitten/cat's congenital defect and their opinion as to the seriousness of the defect and what the recommendation is for the cat/kitten. Seller reserves the right to have the kitten/cat re-inspected by their veterinarian for confirmation of the defect before replacing the kitten. In this event, the kitten will be replaced with a comparable replacement when one becomes available. Comparable replacement will be of age, sex and color. Buyer is solely responsible for any delivery related expenses. The kitten described in this Health Guarantee does not have to be deceased nor returned to Seller so that Buyer can make a claim for a congenital defect and receive a replacement kitten. Cats can be very sensitive to vaccines, therefore certain vaccines should not be given including: FIP vaccine, FIV vaccine, and any adjuvanted vaccines. Failure to adhere to all of these vaccine guidelines will void contract. In addition, the breeder will not warranty the cat/kitten against any adverse reactions to future vaccinations. [REDACTED] (Initial)

Feline Leukemia and FIP Inoculation is very dangerous to your kitten/cat and could cause death. Please research. Contract will be void if the kitten/cat shall receive either of the stated vaccines. FIP is curable despite what veterinarians tell you. You agree to contact the seller IMMEDIATELY if your kitten is diagnosed with FIP to start treatment IMMEDIATELY. FIP is a mutated [REDACTED] (Initial)

Bare Naked Cats Va offers a guarantee/protection against Hereditary/Congenital HCM for Three (2) years from the sale of any adult cat. If your kitten dies from HCM we will not refund you the cost of your cat/kitten but will replace your cat/kitten of similar type and quality when one is available with the buyer paying cost of delivery of replacement. HCM must be diagnosed with Ultrasound of approved veterinarian with a specialty in cardiology. Photographic and/or Microchip proof must be given to show that specific cat/kitten is indeed the diagnosed cat/kitten. If the diagnosed kitten/cat was purchased for breeding, proof of spay/neuter must be provided prior to sending/receiving replacement kitten. [REDACTED] (Initial)

If cat/kitten has not been scanned by one year of kittens birthday or cats last scan this contract will be voided. Scanning kittens around 9 months to 1 year is very important. If you are purchasing a retired or older kitten that has a previous HCM scan by Bare Naked cats va, this cardiology report will be provided to buyer and buyer has until one

year from the date listed on HCM scan [REDACTED] (Date) to have cat rescanned. HCM can be caught early and medication can help the cat/kitten live a longer healthy life but only if this is caught early this is why it is important to do yearly scans on Sphynx as it is a disease that is a high risk for this breed. [REDACTED] (Initial)

### **Return Policy, Health Guarantee and Health Guarantee – Exceptions**

If the above-described kitten/cat is taken to a licensed veterinarian within 72 hours of delivery (excluding weekends or holidays), and is found to have a serious health problem that will affect the lifespan or life enjoyment of the kitten, Seller will offer an exchange for the above-described kitten with a kitten of equal quality from the first available litter born or if there is a kitten not spoken for in any of the litters still held at Seller's home. Buyer is solely responsible for all expenses related to the return of the kitten to Seller, and Buyer must execute all necessary paperwork to convey all interest in said kitten back to Seller. Further, if Buyer accepts a replacement kitten, Buyer is solely responsible for all delivery expenses.

A. If the above-described kitten is discovered to suffer from a mild congenital defect unknown at the time of sale, which does not affect its lifetime or quality of life, there will be no compensation, refund, exchange, or return of the kitten.

B. If the kitten suffers from any congenital defect as outlined in this contract and no replacement is available at that time, Seller reserves the right to furnish a replacement kitten on an availability basis ONLY with a kitten of similar quality. If a kitten of equal quality to the above- described kitten cannot be made within one (1) year of the date Seller is notified by Buyer of such defect, then Buyer agrees to accept a replacement kitten of any age, color, and sex. If not, Buyer will lose all interest, monies, and replacement options and will relinquish all rights to a replacement kitten. A new Agreement will be signed on the replacement kitten. [REDACTED] (initial)

\*\*NOTE\*\* Seller reserves the right to have a second opinion provided by a veterinarian of her choice, at her cost.

C. If for any reason, at any time, for the life of the cat, you cannot retain ownership of said animal breeder shall be given the right of first refusal. [REDACTED] (Initial)

D. No cash refunds will be made for a dead kitten. A replacement kitten will be made, only if a qualified, licensed veterinarian, trained in such procedures, performs a necropsy and such a report is provided to Seller, stating that the above-described kitten died of a fatal congenital defect and was untreatable necropsy is cost is buyers responsibility. [REDACTED] (Initial)

E. Failure to have the kitten inspected by a certified veterinarian, within 72 hours (3 business days) of acceptance of the above-described kitten voids all agreements and warranties. [REDACTED] (Initial)

F. If the kitten is being delivered by a private courier, this Health Guarantee does not cover fleas, ear mites or fungus, since these can be acquired in route to Buyer's home and, in particular, Ringworm (fungus) spores are everywhere in the environment.

G. Buyer understands and agrees that he/she will remain solely responsible for any costs incurred in returning the cat to Seller, as well as all of the costs incurred in any veterinary examination. \_\_\_\_\_ (Initial)

H. Buyer understands and agrees that he/she assumes all responsibility for the above-described kitten from when Buyer receives this kitten. \_\_\_\_\_ (Initial)

I. Buyer understands and agrees that the two (2) year Agreement does not cover any condition stemming from the Buyer's neglect, illnesses, or accidents, that the kitten came in contact with while in the Buyer's care, including, but not limited to, blood transfusions, vaccination reactions, and death due to surgical procedures, including mishaps occurring during delivery. \_\_\_\_\_ (Initial)

J. Buyer understands and agrees that the two (2) year guarantee only applies to the original Buyer, named on page one of this Agreement. This agreement is NON TRANSFERABLE. Buyer understands and agrees that the kitten must be under the regular care of a veterinarian. No health guarantee in this agreement is transferable. Seller is only obligated to Buyer so long as Bare Naked Cats Va is still breeding and selling Sphynx kittens \_\_\_\_\_ (Initial)

The buyer agrees that the kitten at time of transfer that the animal is clinically healthy as evidenced by vetting paperwork and overall personal observation of the kitten at the time of transfer. Buyer agrees to not accept a kitten they feel appears to be in bad health. \_\_\_\_\_ (Initial)

Buyer acknowledges and agrees that cats can be carriers of viruses including coronaviruses, rhinotracheitis (herpes), mycoplasmas, etc... These viruses are common and present in almost all cat populations. The Buyer understands that Sphynx cats are bred to produce a natural lack of hair which can lower their natural immunity. The kitten can experience stress from relocation, change of habit, or a number of other stressors which can also lower that immunity. Buyer agrees to mitigate to the best of their ability the number of stresses on the kitten when bringing it home. \_\_\_\_\_ (Initial)

17)It is a well-known fact that 90% of all cats carry the herpes virus. This is not a congenital or genetic defect! The Buyer was made aware that the kitten/cat may or may not show symptoms of Herpes virus at any stage of their life. The Seller recommends using Lysine to help to boost the immune system and to control herpes in cats If needed. Most cats do fine without it as long as they are not in a constant stressful environment. \_\_\_\_\_ (Initial)

18)Heart Murmur is not always an indicator of heart disease. Many cats with heart murmurs will live long, happy, healthy lives. They may never need treatment for heart disease. \_\_\_\_\_ (Initial)

<https://www.harmonyanimalhospital.net/heart-murmurs-in-pets-to-be-concerned-or-not/>

### Care of the Cat/Kitten

Kitten/cat will be litter trained before transferring to the buyer. Buyer agrees to provide the kitten with clean litter box and show the kitten where the litterbox is placed in the

home. Buyer acknowledges that even though the kitten/cats leaves litter trained, that accidents are normal when a kitten/cat is acclimating to a new environment. The buyer acknowledges that there may be some residual reminders needed to keep the kitten/cat potty trained. \_\_\_\_\_ (Initial)

The cat is transferred as a breeding animal. All offspring will be the property of the buyer. The following terms and conditions apply:

- A. The kitten will not be bred until he has reached the age of 12- months and has a clear negative HCM echocardiogram. Buyer agrees to scan the cat annually and report back to the seller the cat's HCM status for as long as the cat is breeding. \_\_\_\_\_ (Initial)
- B. The buyer agrees to not breed the cat more than 2 times a year, and understands the seller prefers periods of rest of 9-12 months between pregnancies. \_\_\_\_\_ (Initial)
- D. The buyer agrees to rehome / place first and second-generation kittens in homes as pets, spayed or neutered before they leave the cattery. Failure to comply with this section is grounds for the Seller to remove breeding rights and repossess the cat and all offspring. All costs associated with enforcing this agreement will be the buyer's responsibility \_\_\_\_\_ (Initial)
- E. Buyer has the right to retain and assign breeding rights to offspring of this kitten for use in buyers own cattery only. These cats cannot be co-owned, leased, or used for stud services with any outside cattery, including sister catteries or subsidiaries for 3 generations. Failure to comply with this section is grounds for the Seller to remove breeding rights and repossess the cat and all offspring. All costs associated with enforcing this agreement will be the buyer's responsibility \_\_\_\_\_ (Initial)
- F. Buyer cannot place any kittens into breeding or show homes until the third (3) generation. Third generation kittens can be placed at the buyer's sole discretion. Failure to comply with this section is grounds for the Seller to remove breeding rights and repossess the cat and all offspring. All costs associated with enforcing this agreement will be the buyer's responsibility \_\_\_\_\_ (Initial)
- G. Buyer agrees to not co-own the kitten with any other cattery. Buyer also agrees to maintain a closed cattery and only breed the queen with studs they own (no stud service). Buyer Agrees the cat cannot be sold, leased, or co-owned until she has been spayed. Failure to comply with this section is grounds for the Seller to remove breeding rights and repossess the cat and all offspring. All costs associated with enforcing this agreement will be the buyer's responsibility \_\_\_\_\_ (Initial)
- H. Should the Buyer fail to comply with the terms of this agreement, the Breeder has the right to reclaim the kitten/cat and all offspring born in breach of this agreement at any time, with no compensation to the Buyer. The Breeder will check progeny records from time to time to ensure compliance with this section. Seller has the right to remove breeding rights in protection of her lines and reputation for any breach of any section of this agreement \_\_\_\_\_ (Initial)

I. Pet Kittens expressing dominant blue eyes or odd eyes will not be sold for less than \$3,500 in protection and respect for our line. Except where otherwise agreed in writing.

\_\_\_\_\_ (Initial)

J. A substantial discount was given in reflection of the buyer's desire to show the cat. Successful showing of the cat will increase visibility and positive reputation of both the buyer's and seller's catteries. Seller does not guarantee the cat will perform well or earn any titles. Buyer agrees to start showing the cat at 4 months of age. Buyer agrees to use the kitten's full name including cattery prefix when showing the cat, or posting their successful earning of titles. \_\_\_\_\_ (Initial) - Write N/A if not applicable

K. Failure to comply with any terms of this section will be cause enough to warrant the Breeder to remove breeding rights from the kitten and pursue any and all legal action Under no circumstances should the cat live outside. Sphynx cats are not suitable for life outdoors. \_\_\_\_\_ (Initial)

Under no circumstances should the cat be tattooed, pierced, or undergo any other unnecessary "fashionable" body modification. \_\_\_\_\_ (Initial)

The new cat should be confined to a private room with toys, food, the kitten's litter box, and plenty of human contact until accustomed to his/her new surroundings. Seller will provide a list of the foods and supplements the cat has been eating. Please be careful that his or her diet is not changed drastically. The seller will make her best effort to send home a sample of what the cat is eating. \_\_\_\_\_ (Initial)

Buyer agrees to NEVER declaw this kitten. Declawing is the surgical removal of not only the nail but the removal of the first joint of each toe. Declawing provides no health benefit to the kitten or cat. This procedure has resulted in kittens and cats having detrimental effects, including both physical discomfort and emotional changes (i.e., aggression, litter box issues, etc.). If it is discovered the kitten or cat has been declawed without express written consent of Seller for a documented medical reason for the kitten or cat, at ANY time during the life of the above-referenced kitten, legal action may be pursued against Buyer. Instead of declawing, the buyer agrees to keep the kitten\ cat's toenails trimmed regularly, and to supply the kitten\cat with proper scratching material and suitable training. Buyer can use Kitty Caps to keep cat/kitten from scratching as long as kitty caps are done properly or has it done by a licensed veterinarian. \_\_\_\_\_ (Initial)

Buyer agrees that this cat will be provided with all necessary medical care, including routine vaccinations, proper nutrition, parasite control, and prompt veterinary care for any illness or condition requiring medication or surgery. \_\_\_\_\_ (Initial)

If this cat/kitten is going into a multi-pet household the breeder/seller will not be responsible for any illness or vet bills that occur due to the exposure between the cat/kitten and the resident pets. \_\_\_\_\_ (Initial)

Buyer is responsible for any and all vet bills that may accrue throughout cat/kittens life. Buyer understands that if there is a question on if there is an emergency they are obligated to take the cat/kitten to the vet immediately. If the buyer is unable to cover vet costs, the seller will cover all costs and take back possession of the cat/kitten named above. Buyer understands that all regular vetting must be done yearly with a

veterinarian and all costs are the buyer's responsibility. If the buyer is again unable to pay, the seller will cover these costs and take back possession of the kitten/cat listed above. Cat/kitten is never to go without needed or regular care from a veterinarian.

\_\_\_\_\_ (Initial)

Cat/kitten will come with a registration slip from TICA after proof of spay/neuter procedure. Kitten registration and the cost of registration is the sole responsibility of the buyer. Registration form/papers for kitten/cat purchased as a pet will be marked "NOT FOR BREEDING." (unless sold as breeder) Seller cannot guarantee or warranty type, color, behavior/personality, degree of hairlessness, reproductive capability or any show achievements. \_\_\_\_\_ (Initial)

Seller reserves the right to repossess said kitten/cat in the event of failure or refusal of the Buyer to comply with the terms of this Agreement with all repossessing fees being paid by buyer. In addition, breach of contract penalty is \$600 per item, PLUS \$2,500.00 in punitive damages. Buyer will be liable for any court costs and related charges, including attorney fees, associated with Seller enforcing the terms of this agreement. This legally binding agreement is the exclusive agreement between the Buyers and Sellers and supersedes any and all prior oral or written agreements, negotiations or other dealings between them concerning the purchase and sale of the kitten/cat.

\_\_\_\_\_ (Initial)

If this cat/kitten is purchased as a PET and not spayed/neutered by 6 months of age the buyer agrees to pay the seller the price charged for breeding rights at \$3500. If the seller does not have spay/neuter certificates in hand after 6 months of age on \_\_\_\_\_, or breeding rights are not purchased, the agreement is then turned over to our attorney and buyer agrees to pay all fees incurred by Bare Naked Cats. And registration papers will not be released until spay/neuter certificate is received. Bare Naked Cats have the right to spay/neuter before delivery; this will be to the discretion of the seller. The seller will notify buyer if he/she decides to spay/neuter prior to delivery of cat/kitten \_\_\_\_\_ (Initial)

Kittens (cats) sold with breeding/show rights are not guaranteed to win or reproduce. Buyer understands there are many factors that can affect the show/breeding career of a cat/kitten that are out of our control & therefore cannot guarantee that the cat/kitten will place and win a title for anything. \_\_\_\_\_ (Initial)

### Breed Considerations

It should be understood that the degree of hairlessness of the Sphynx depends on many factors. The Sphynx is not a rubber cat, but has the appearance of hairlessness. There are hair follicles in Sphynx Cats. Hormones, climate, and genetics play an important role in the animal's hairlessness. Even if a kitten is hairless in the transfer, some hair may appear at a later time. The Breeder cannot guarantee the kitten will be entirely hairless all of its life. \_\_\_\_\_ (Initial)

HCM (Feline Hypertrophic Cardiomyopathy) is prevalent in Sphynx cats.. New HCM DNA tests show that 75% of Sphynx cats carry 1 or 2 genes in their DNA that can cause HCM. Bare Naked Cats Va Is an HCM scanning and DNA testing cattery. We use

Echocardiogram to guide our program. Bare Naked Cats Va provides HCM DNA tests for all breeding animals and is open to the public on the website. HCM DNA test indicates only an increased risk factor for HCM. It is not diagnostic and does not indicate if a cat has HCM. The only diagnostic tool for HCM is Echocardiogram. DNA testing It is a tool, of many, that Bare Naked Cats Va utilizes in a battle to remove HCM from the Sphynx breed. Bare Naked Cats Va does not use HCM DNA as a guide to our HCM protocol for our cats or kittens HCM DNA is only used as a tool until further research is done, until then BNC will only use Echocardiogram for all breeding adults and ensure all of our kittens have a Echocardiogram by the age of one by the buyer. Buyer understands that HCM has many contributing factors, some genetic, some environmental, and many still unknown. Echocardiogram has not been performed on this kitten [REDACTED] (Initial)

Buyer understands that even with proper HCM scanning and DNA testing a kitten could be diagnosed with HCM in the future, even if its parents are HCM negative. Buyer understands that echocardiogram is only accurate up until the day the scan is taken, and that a previously negative breeding cat can be diagnosed HCM Positive at a later date. Buyer agrees to ensure that his/her kitten is eating sufficient taurine as low taurine diets can cause HCM. Seller will continue to scan breeding cats and will update buyers who keep in contact with the HCM status of their kitten/cat's parents were known. [REDACTED] (Initial)

HCM Guarantee should not be misconstrued to mean the Seller guarantees the cat will never develop HCM, as that is impossible to know. Rather, that the seller will replace a kitten should it meet the criteria outlined in the HCM Guarantee. The buyer understands that HCM is common amongst all breeds of cats, and from time to time has no known cause. Buyer agrees that a HCM diagnosis does not always signify poor breeding abilities, as many of the factors that cause HCM are not testable. [REDACTED] (Initial)

#### Relinquishment of Ownership of a Cat or Transfer of a Cat by Purchaser

The purchaser agrees that under NO circumstances will the kitten/cat EVER be sold or given to a pet shop, animal shelter, research laboratory, or similar facility. Should the purchaser, for any reason, including death, not be able to keep the above kitten, the seller will be given the first option of rescuing the cat at no cost. [REDACTED] (Initial)

Should the Buyer for any reason, including death or incapacity of the buyer, not be able to care for the cat/kitten, the ownership and/or possession of the cat will transfer fully to the Breeder. The Breeder will have the right to first refusal (at no cost to the Breeder) before any other interested party. Should the Breeder decide to take possession of the cat, it will be furnished to the cattery at no cost to the Breeder, even if there are other interested paying parties interested in rehoming the cat. [REDACTED] (Initial)

If the buyer has a living trust, the previous clause must be made note of in the trust; if the seller deems another interested party (e.g., family member of buyer; close friend of

buyer) a desirable and willing owner, the seller will seriously consider transferring ownership of aforementioned cat. [REDACTED] (Initial)

### **Social Media**

We welcome your involvement in our Facebook page at [Bare Naked Cats | Facebook](#) and any other affiliated public social media pages, including Instagram, Tik Tok, Twitter, etc.. and actively encourage you to post photos and your thoughts and feedback directly to these pages. We also run a private friends and family Facebook Group - which we ask you to join. It is via this group that we share inside cattery news, past buyers and litter mates share their experiences and photos of their pets. Your engagement would be appreciated. [Bare Naked Cats Cattery | Facebook](#). Please do not post offensive information including images or posts that may not be acceptable for a wide audience. We encourage you to share positive images and posts with your own networks and encourage others to learn about Bare Naked Cats Va. The same will be reciprocated when your cattery is up and running if this is applicable. In the event that a dispute arises relating to or stemming from this Agreement, both parties agree to refrain from using any social media outlets, including but not limited to Facebook, Twitter, Instagram, Google+, YouTube, Pinterest, and LinkedIn to discuss the dispute and/or Bare Naked cats Va or Nannette Chesley in any manner. Mediation or legal remedies will be the appropriate avenue to discuss and remedy any disputes that should arise. Both Parties hereby acknowledge that a breach of this paragraph would cause Bare Naked Cats Va to suffer a loss which could not be adequately compensated for by damages and consents that in addition to any other remedy or relief available to it, Pink Palace Sphynx may enforce the performance of this subsection by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages to Bare Naked Cats Va or Nannette Chesley and notwithstanding that damages may be readily quantifiable and Buyer covenants that it will not plead sufficiency of damages as a defense to any proceeding for such injunctive relief brought by Bare Naked Cats Va or Nannette Chesley. [REDACTED] (Initial)

### **Breach of Contract**

As the seller, we have the right to refuse and/or cancel sale at any given time, or reason, as we see fit. [REDACTED] (Initial) In the event the purchaser is found to have violated any of the terms and conditions of this contract, the cat is to be surrendered unconditionally to the seller. Seller may reclaim physical and legal ownership of cat with or without due process of law for any breach of contract with no refund of purchase price. [REDACTED] (Initial)

Seller reserves the right to repossess said kitten/cat in the event of failure or refusal of the Buyer to comply with the terms of this Agreement with all repossessing fees being paid by buyer. In addition, breach of contract penalty is \$600 per item, PLUS \$2,500.00 in punitive damages. Buyer will be liable for any court costs and related charges,

including attorney's fees, associated with Seller enforcing the terms of this contract. This legally binding contract is the exclusive agreement between the Buyer and Sellers and supersedes any and all prior oral or written agreements, negotiations or other dealings between them concerning the purchase and sale of the kitten/cat

████████ (Initial)

### **Attorney's Fees and Out-Of-Pocket Expenses**

Should Purchaser breach this Contract, Purchaser is responsible for any and all costs resulting from the litigation of this Contract, the amount of purchase of kitten, shipping expenses, associated veterinary expenses, and any damages caused to the reputation of the seller. █████ (Initial)

### **Exclusive Jurisdiction for Suit**

In Case of Breach Any legal action that may arise under the terms of this Contract will be brought to the County, or the Seller's current place of residence. The Purchaser and Seller, by entering into this Agreement, submit to jurisdiction in the Seller's current place of residence, for adjudication of any disputes and/or claims between the parties under this Agreement. Furthermore, the Purchaser and Seller hereby agree that the courts of County, Staffod, Virginia, or the Seller's current place of residence, shall have exclusive jurisdiction over any disputes between the parties relative to this agreement, whether said dispute(s) sounds in contract, tort, or other areas of the law. This Agreement shall be interpreted under, and governed by, the laws of the state of Virginia. █████ (Initial)

### **Modification**

Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Purchaser and Seller. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein █████ (Initial)

### **Integration**

There are no other conditions or guarantees, verbal or implied. No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined in this Contract. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this contract. █████ (Initial)

### **Severability**

In the event any provision of this contract is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this contract so as not to cause the invalidity or unenforceability of the remainder of this contract. All remaining provisions of this contract shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law. █████ (Initial)

### **Remedies**

- A. Cumulative. All of Seller's rights hereunder are separate and cumulative, and no one of them, whether or not exercised, shall be deemed to be an exclusion of any of the other rights and shall not limit or prejudice any legal or equitable right which Seller may have.
- B. Seller's Right to Injunction. In the event of a breach by Buyer of the duties provided in all paragraphs of this contract. It is understood that Seller's reputation as a breeder of Sphynx kittens will be irreparably harmed thereby, and that Seller has no adequate remedy at law. Seller shall, therefore, have the right to bring an action in equity and to enjoin Buyer from engaging in the continuation of such practices or actions and also to recover reasonable attorney fees and costs of suit incurred in that action.

PURCHASERS SIGNATURE INDICATES FULL AGREEMENT AND  
UNDERSTANDING OF ALL THE TERMS AND  
CONDITIONS OF THIS PURCHASE CONTRACT. THIS DOCUMENT IS A LEGAL  
AND BINDING CONTRACT. THE  
LAWS IN THE STATE OF VIRGINIA SHALL BE IN CONTROL.

Name of Purchaser (print): \_\_\_\_\_

Purchaser signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Seller  
(print): \_\_\_\_\_

Seller signature: \_\_\_\_\_  
Date: \_\_\_\_\_

