



Top Maine Coons, LLC
Kitten/Cat Purchase Contract

Kitten/Cat Description:

Breed: Maine Coon

Date of Birth: _____

Color: _____

Date of Sale: _____

Purchase Amount: _____

Deposit Amount: _____ Deposit was paid on _____

Kitten/Cat's Name: _____

TICA Number: _____

Seller/Breeder Information:

Cattery Name: "Top Maine Coons"

Address: Aurora, CO, USA

Phone: (303)-731-7219

E-mail: topmainecoons@outlook.com

Website: www.topmainecoons.com

Purchaser Information:

Full Name: _____

Address: _____

Phone: _____

Email: _____

Initials: _____

Term of Contract

Deposit

A non-refundable deposit of \$ _____ is required for purchase of the Kitten/Cat. Should the purchaser, after having paid the deposit, decide against purchasing the kitten, he or she forfeits the deposit. The kitten or cat will be temporarily reserved for 5 days once the seller is given notice that the purchaser is sending the deposit. If the deposit is not received within 5 days the temporary reservation will cease. The deposit will be counted toward the purchase price.

Purchase price

Payment for the Kitten/Cat must be provided in the form of cash, cashier’s check, money order, CC, Debit Card, Zelle, Venmo or PayPal payment. The payment shall be made in U.S. currency. The purchaser will pay all travel and shipping expenses.

Should the seller agree to help transfer the cat in person, any mileage will be at the expense of the purchaser.

Health Guarantee

The seller will provide the purchaser with documenting vaccinations and deworming.

The seller guarantees the kitten to be in good health at the time of purchase for a period of 72 hours. It will be the responsibility of the purchaser to have the kitten examined by a veterinarian within 72 hours. Within that 72-hour period, if found to be seriously medically deficient, the seller will take the kitten back and refund payment, less the shipping charges, under the following conditions: the seller is provided with proper documentation, from a licensed veterinarian, stating the medical issue and that the cat is seriously medically deficient; a second examination by a veterinarian of the seller’s choice corroborates these claims.

This Kitten/Cat is not guaranteed against respiratory disease, fleas, ringworms or any nuisance disease. After the 72-hour period, the seller can no longer guarantee the cat’s health, except for birth defects.

The seller guarantees the Kitten/Cat against lethal genetic or congenital defects for 12 months following the date of purchase. If, during these 12 months, the Kitten/Cat should die or have to be destroyed due to a genetic or congenital defect, the seller will replace the Kitten/Cat with a Kitten/Cat at the seller’s earliest convenience, should the following conditions be met: the purchaser provides the seller with a necropsy by a licensed impartial Veterinary Pathologist, at the purchaser’s expense, stating that the cause of death is unquestionably a genetic or congenital defect; a second examination by a veterinarian of the seller’s choice corroborates these claims.

Seller assumes no liability or responsibility for any veterinary care for this Kitten/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.

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Breeding Rights

This Kitten/Cat is being sold with no breeding rights and under a spay/neuter agreement. The purchaser agrees that the Kitten/Cat can be spayed/neutered at the purchaser's expense. The purchaser may not spay/neuter the Kitten/Cat, but the purchaser has no right to breed it. In the event the purchaser is found to have violated the breeding rights terms of this contract, the purchaser shall be liable to the seller for damages in the amount of \$10,000 and all attorney, legal and related miscellaneous fees.

Spay/Neuter

The seller believes that early spaying/neutering, before the kitten reaches 12 months of age, can cause health issues for the cat. However, proof (e.g., a veterinary bill, a phone call from the veterinarian) that the cat has been sterilized must be provided to obtain a Breeder Slip from the breeder. This slip will be used by the purchaser to register the Kitten/Cat with the cat's association, and with this Breeder Slip, the purchaser will be able to obtain a Pedigree for their cat. If the cat is already spayed/neutered, this clause is omitted.

Treatment of Cat

Under NO circumstances shall this Kitten/Cat be declawed. Declawing is amputation and is often the cause of litter box problems ("inappropriate elimination"). This can lead to abuse or abandonment of the Kitten/Cat, a risk that the seller is not willing to take. The purchaser agrees to, under no circumstances; allow the cat to be declawed.

Under NO circumstances shall this Kitten/Cat be permitted to live outdoors.

Under NO circumstances shall this Kitten/Cat be tattooed, pierced, or undergo any unnecessary "fashionable" body modification. The new cat should be confined to a private room with toys, food, the cat's litter box, and plenty of human contact until accustomed to his/her new surroundings.

The Kitten/Cat must not be left unattended for extended periods, subjected to neglect or abuse, and should receive ample attention and proper care. This includes providing quality food, special toys, timely veterinary care, vaccinations, engaging in games, and implementing safety measures such as limiting the animal's access to roads, securing windows and balconies, etc.

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, as well as a bag of litter and a bottle of the litter box cleaning solution the seller uses to help the purchaser through the first few days.

Relinquishment of Ownership of Kitten/Cat or Permanent Transfer of Kitten/Cat by Purchaser

If the purchaser decides that he or she no longer wants the Kitten/Cat, regardless how many years have passed since purchase of the Kitten/Cat, the seller will be given the first option of rescuing the cat. The

Initials: _____

purchaser pledges not to abandon the Kitten/Cat, release it onto the street, confine it to a cage, etc., and will refrain from euthanizing the animal without serious, medically justified reasons.

Photo and Video Release

The purchaser agrees to allow Top Maine Coons cattery to use their pet's name and any images or videos taken while he/she was in the care of Top Maine Coons cattery in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.

Bridge of Contract

In the event the purchaser is found to have violated any of the terms and conditions of this contract, the Kitten/Cat is to be surrendered unconditionally to the seller. Seller may reclaim physical and legal ownership of Kitten/Cat with or without due process of law for any breach of contract with no refund of purchase price.

In the event the purchaser is found to have violated any of the terms of this contract, purchaser shall be liable to the seller for damages in the amount of two times the purchase price of said Kitten/Cat, plus expenses for veterinarian care upon return of Kitten/Cat to seller and all attorney, legal and related miscellaneous fees that result in litigating this contract. Any legal action, which may arise under the terms of this contract, will be brought in the county/city of the seller's residence.

The Purchaser has no right to return the Kitten/Cat back to the Seller and request to refund the amount already paid, if the seller has fulfilled all the conditions of the Agreement.

Attorney's Fees and out-of-pocket costs

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/Cat, shipping expenses, associated veterinary expenses, and any damages caused to the reputation of the seller.

Registration and Transfer of Ownership

The seller agrees to provide the purchaser with a complete set of necessary documents for the registration of the Kitten/Cat with The International Cat Association (TICA). The purchaser is responsible for promptly completing and submitting all required paperwork to transfer ownership within 30 days of the purchase date.

Microchipping

The seller, at their discretion, may choose to implant a microchip in the Kitten/Cat before sale. The purchaser agrees not to remove, alter, or tamper with the microchip. If a microchip is present, the seller will provide the purchaser with the microchip details, and the purchaser agrees to update the information in the relevant pet registry database upon transfer of ownership.

Microchip # _____

Initials: _____

Veterinary Care

The purchaser commits to providing regular veterinary care for the Kitten/Cat, including annual check-ups, vaccinations, and preventative treatments as recommended by a licensed veterinarian. The seller will provide a detailed record of the kitten's medical history, including vaccinations and deworming.

Return Policy

In the event that the purchaser is unable or unwilling to keep the Kitten/Cat, the seller must be notified immediately and given the first option to reclaim ownership. Under no circumstances shall the Kitten/Cat be surrendered to a shelter, abandoned, or rehomed without the explicit written consent of the seller.

Indemnification

The purchaser agrees to indemnify and hold the seller harmless against any claims, damages, or liabilities arising out of the ownership or possession of the Kitten/Cat after the date of sale, including but not limited to third-party claims related to the behavior or health of the Kitten/Cat.

Updates to the Seller

The purchaser agrees to provide the seller with quarterly updates on the well-being, health, and development of the Kitten/Cat, including photographs. This reporting obligation continues for the first two years after the date of purchase.

Escape or Loss

In the unfortunate event that the Kitten/Cat is lost or escapes, the purchaser agrees to make immediate and reasonable efforts to locate and recover the cat. The seller should be notified within 24 hours of the cat going missing, and the purchaser will collaborate with the seller to facilitate recovery.

Dispute Resolution

Any disputes arising from this contract will first be subject to mediation by a neutral third party mutually agreed upon by both parties. If mediation fails, the dispute shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this contract if such delay or failure is due to circumstances beyond its reasonable control, including acts of God, war, terrorism, strikes, or natural disasters. The party affected shall promptly notify the other party of the force majeure event and make reasonable efforts to resume performance.

Initials: _____

Governing Law

This contract shall be governed by and construed in accordance with the laws of the state of Colorado, USA. Any legal action arising under this contract will be brought in the state or federal courts located in the county/city of the seller's residence.

Agreed Upon and Accepted by:

Purchaser's Full Name: _____

Signature: _____

Date: _____

Breeder's Full Name: _____

Signature: _____

Date: _____

Initials: _____