

# **EUROPEAN MAINE COON** **CATTERY**

## **Sales Agreement**

European Mainecoon Cattery, and the owner Janet Patko, represent the "Cattery" as the Seller.

and the buyer,

name: \_\_\_\_\_ address: \_\_\_\_\_,

contact phone: \_\_\_\_\_ hereinafter referred to as the "Buyer", have concluded this Agreement as follows:

Seller sells, and the Buyer buys from European Mainecoon Cattery:

**Breed: MCO Maine Coon**

**Tribal class: PET**

**Name:**

**Microchip №:**

**Date of birth:**

**Colour:**

**Sex:**

as the "Animal" in the following terms:

### **I. CONDITIONS OF SALE**

- 1.1 This animal has the following class **PET**.
- 1.2 This animal must be Neutered (male) or Spayed (female) by the age of six (6) months old. Proof of Neuter or Spay letter from a Certified Veterinarian must be sent to the breeder.
- 1.2. The animal must have proper care, proper food rations, if necessary - timely, complete, and high-quality veterinary care in public or private licensed veterinary clinics, strict and mandatory compliance with the order of deworming and annual preventive vaccination.
- 1.3. The animal can not be sold, given, or donated to a third party, until neuter or spayed. The buyer must notify in writing the Breeder, giving a medical report from the vet clinic stating sterilization has been completed before six (6) Months of age.
- 1.4. The animal should not have free range on the street without the necessary supervision.
- 1.5. Animals should not be kept in a cage, except compulsory quarantine, the need for and the cause of which must be confirmed by the conclusion of a public or private licensed veterinary clinic.
- 1.6. Under NO circumstances shall this kitten/cat be permitted to live outdoors.
- 1.7. Under NO circumstances shall this kitten/cat be tattooed, pierced, or undergo any unnecessary "fashionable" body modification.
- 1.8. If the animal is seen by Cattery in poor physical condition, or untidy, with signs violence or causing physical injury; as well as the poor conditions of detention, or failure to comply with this Agreement, the animal with all its registration documents shall be returned to Cattery on the first request and without the cost of return to the Animal Buyer.

## **II. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 2.1. Cattery sells the animal to Buyer vaccinated and provides veterinary certificate and record with stamps of Indication of vaccinations, the print confirmation of veterinary clinic.
- 2.2. Cattery ensures that at the time of the sale the animals is healthy and has no signs of disease.
- 2.3. The seller guarantees the kitten to be in good health at the time of purchase for a period of 48 hours. It will be the responsibility of the purchaser to have the kitten examined by a veterinarian within 48 hours. Within that 48-hour period, if found to be seriously medically deficient, the seller will take the kitten back and refund payment, 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. After the 48-hour period, the seller can no longer guarantee the cat's health, except for lethal genetic or congenital defects.
- 2.4. In case of providing by Buyer proper veterinary report confirming illness of animals on the time of purchase, Cattery agrees to take back the animal and replace it to another kitten when one is reasonably available.
- 2.5. The seller guarantees the cat against lethal genetic or congenital defects for twelve (12) months following the date of purchase. If, during these twelve (12) months, the cat should be diagnosed with a genetic or congenital defect, the seller will replace the cat/kitten with a cat/kitten at the seller's earliest convenience, should the following conditions be met: the purchaser provides the seller with a Medical Report by a licensed impartial Veterinary, at the purchaser's expense, stating unquestionably a genetic or congenital defect; a second examination by a veterinarian of the seller's choice corroborates these claims..
- 2.6. All reports must be done by certified veterinarian and contain Cat's personal Identification as Cat's name, colour, date of birth, microchip number and Owner full name.
- 2.7. 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.
- 2.8. The buyer has no objection to the use by the Cattery photos, videos or text information acquired by them for use in Internet and other media to advertise their cattery.

## **III. PURCHASER'S VETERINARY INFORMATION**

- 3.1. The purchaser must provide the name and contact information of the kitten's new veterinarian before transfer of ownership will take place. Should the purchaser refuse to complete the section below, he or she will forfeit both the ownership of the kitten as well as the deposit. If, after purchase of and transfer of ownership of the kitten has taken place, it should surface that the information provided below was or is fraudulent, breach of contract will be enforced. If a new veterinarian or veterinary practice takes over the kitten/cat's veterinary care, at any point during the kitten/cat's life, the purchaser agrees to provide the seller with the updated information.
- 3.2. The Seller reserves the right to contact the purchaser's veterinarian at any time during the kitten/cat's life. The Purchaser agrees that the Seller will be able to discuss freely the kitten/cat's health information, sterilization status, and well being with the purchaser's veterinarian; due to privacy matters, the purchaser agrees to notify his or her veterinarian as to this agreement.

Name of Veterinarian: \_\_\_\_\_

Name of Veterinary Practice: \_\_\_\_\_  
Address of Practice/Veterinarian: \_\_\_\_\_  
Phone number of Practice/Veterinarian: \_\_\_\_\_  
Date or Tentative Date of Appointment for Spay/Neuter: \_\_\_\_\_

**IV. PAYMENT CONDITIONS**

4.1 The Parties agree that the sale price of a kitten is \$2,500.00 Canadian

**V. DISPUTES AND DISAGREEMENTS**

5.1. In the case of all, disputes will be resolved in accordance with local Legislation.

**VI. INTEGRATION**

6.1. 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.

**VII. SEVERABILITY**

7.1. 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.

**VIII. MODIFICATION**

8.1 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.

**IX. SIGNATURES**

9.1. By signing this Agreement, The Buyer and Seller “Cattery” fully understood and accepted all terms of this Agreement.

**European Maine Coon Cattery**

Janet Patko  
11333 241A Street  
Maple Ridge, BC, V2W0A3  
+1(778)869-3384

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**The Buyer**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_