

# Kitten Buyer/Seller Agreement

## Obligations of Seller/Breeder

1. The Seller, Mystic Folds, guarantees that the kitten is presented in sound health. The seller also provides a 5-day health warranty that the above kitten is free from upper respiratory infections, fleas and worms, feline leukemia virus (FeLV), feline infectious peritonitis (FIP), and the feline immunodeficiency virus (FIV) at the time of purchase.
2. If the kitten described above dies within one year of the date of purchase due to a congenital or hereditary defect, the Seller will replace the cat with a kitten of similar quality or refund all or part of the purchase price, at the discretion of the Seller. To determine if the cat's death has been caused by a congenital or hereditary defect, the Seller must receive proof of the defect in the form of a complete necropsy report, completed by a licensed veterinarian and performed at the Buyer's expense.
3. The Seller will have completed all of the age-appropriate vaccinations and microchip. A copy of the kitten's immunization record and microchip number will be given to the buyer at the time of purchase. FIV, FIP, FeLV and Ringworm vaccinations will void any health guarantee.
4. The Seller cannot guarantee the kitten will be free of any cartilage problems which, even though rare, can be associated with the genetic mutation of the Scottish Fold breed. Breeding a fold with a straight eared cat reduces the risk of this. Degree of ear fold also cannot be guaranteed, as this may or may not change due to age, stress, hormones, and temperature.
5. The Seller will provide the Buyer the kitten's registration papers (at Buyer's request) once proof of spay/neuter is provided. The kitten's litter will be registered with CFA. The cost of the kitten's registration fee is \$19, and is the responsibility and the option of the Buyer, and not necessary unless the cat is to be shown. Seller can order the registration papers online for the Buyer and have it sent electronically after the \$19 payment has been received.

## Buyer Obligations

1. Kitten price is \_\_\_\_\_ (\$250 of this is a non-refundable reservation fee). Remaining amount is due before kitten is picked up. If the kitten is found to have any health issues before the sale date, the sale will be canceled and reservation fee will be returned, as discussed. Buyer understands that the \$250 deposit WILL NOT be refunded if the kitten is returned for any reason other than genetic health of the kitten

2. In order to validate this warranty, the Buyer must take the kitten to a veterinarian within 72 hours, at the Buyer's expense. The Buyer must notify the Seller of any claim under the warranty immediately. Any necessary treatment or other expenses must be authorized by the Seller prior to treatment. The kitten must also be quarantined from other pets for 7 days, or the health guarantee will be void. This quarantine is necessary not only for health reasons, but also to allow the kitten to become comfortable in his/her new home gradually.

3. If the veterinarian finds any physical problems that consider the kitten of poor health, the veterinarian should write and sign a detailed report on his/her letterhead stationery, explaining his/her findings. The kitten may be returned to the Seller within seven days for a full refund or exchange for a new kitten of similar quality, if available.

4. Buyer agrees to keep the kitten indoors, in a clean environment with room for exercise, un-caged, with proper nutrition (high quality cat food), health care, and companionship. Purchaser agrees that this kitten will never be allowed outdoors except in a proper carrier, enclosed run, or a leash, and is protected from predators and infection from other animals. If this provision is violated, Breeder/Seller reserves the unconditional right to reclaim the kitten without refund of purchase price. The kitten must be provided with a scratching post with sisal or similar, and furniture to climb on. Where there are multiple cats living, there should be one litterbox PER CAT minimum, and should be kept clean.

5. Buyer agrees that if the kitten is found to be neglected or mistreated, Breeder/Seller shall have the unconditional right to re-home the kitten without refund of the purchase price. Neglect shall include, but not be limited to lack of proper sanitary facilities; poor health that is not be treated in a timely manner and otherwise poor condition. Mistreatment shall include, but not limited to lack of proper food, water or physical abuse.

6. This kitten is purchased for pet purposes and must be spayed or neutered between 6-9 months old. This kitten MAY NOT be used for BREEDING Purposes. Any offspring produced by this kitten becomes property of Mystic Folds Cattery. As all male kitten's testicles descend at different rates, any and all costs of neutering are the pet buyer's responsibility. A neuter/spay certificate is required to be sent by the buyer to the seller by the time the kitten is 10 months old.

7. The Buyer will provide the cat with proper veterinarian care, vaccines, and companionship. Any significant health conditions during the cat's lifetime will be reported to the Seller. Buyer agrees that the kitten will always receive prompt licensed veterinarian medical care in case of illness or sickness and will never be allowed to harbor fleas or other parasites. Buyer will give kitten a monthly flea treatment if there are any other animals in the home, if needed.

8. Your kitten has been provided with a very HIGH QUALITY diet of wet and dry food, and should be continued as directed. Changing the diet suddenly can lead to an upset digestive tract, which could lead to diarrhea or bloody mucous (colitis, irritable bowel syndrome, gastritis, and dehydration), which is treatable with antibiotics and a return to their original diet. Changing the diet dramatically will void the health guarantee. Milk and table scraps should not be given. Filtered water is also best to keep your new kitten healthy.

9. The Buyer WILL NOT DECLAW the kitten. De-clawing is a violation of this contract.

10. Buyer agrees that under no circumstances will this kitten ever be sold, leased or given to any pet shop, animal shelter, research laboratory or similar facility. If for any reason the Buyer is unable to keep the kitten, Buyer can give/sell kitten/cat to a friend or relative, and Breeder/Seller must give approval.

11. Mystic Folds is in no way liable for any travel accidents, injury, death, or illness caused by travel from Mystic Folds to the Buyers home. Breeder/Seller reserves the right to refuse shipping during certain extreme hot/cold months unless plane is climate controlled.

### Long Term Healthcare and Legal Proceedings

1. The Seller will not be held liable for any veterinary or health care costs occurring while the cat is in possession of the Buyer, except as provided for by the above limited warranty.

2. The Seller's maximum liability to the Buyer for any and all losses, claims, damages, or liability of any kind shall be limited to 30 days after the date on this contract and shall be limited to the purchase amount paid by the Buyer to the Seller minus transportation, veterinary or other fees under this agreement. Any expenses for health care requested of the Seller by the Buyer will be paid at the discretion of the Seller. If Buyer fails to comply with any aspect of this agreement, the Buyer forfeits any rights the Buyer may otherwise have. Breach of contract penalty is \$500.00 per item. It is mutually understood that failure to comply with any provision of this contract may detrimentally affect the reputation and business of Mystic Folds Cattery.

3. Any legal action which may arise under the terms of this contract will be brought within the jurisdiction of North Carolina in Wake County. Buyer will be liable for any court costs and related charges including attorney's fees associated with Breeder/Seller enforcing the terms of this contract. This agreement is the entire agreement between the parties. In signing this document, Buyer acknowledges that he/she has read, fully understands and agrees to all of the terms and conditions of the above sale

### Signatures

The Transfer of Ownership document will be supplied upon receipt of a signed copy of this document, the relevant payment, and evidence of alteration. Buyer's signature indicates that he/she has reviewed and discussed this contract with the breeder, Mystic Folds, and is in full agreement and approval of the above terms and conditions.

Updated 6/23/2019

