**alberta Savannahs**

#  TICA registered Purebred Savannah Cat Breeder

# cattery #24971

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**Buyer contract & warranty**

**Guarantees**

The kitten is guaranteed to be healthy upon arrival. To enforce guarantee the kitten must be checked by a veterinarian within 96 hours of arrival. If kitten is vet-checked within 96 hours from time of arrival and is found to be medically deficient with an untreatable or life-threatening problem, it must be reported to seller immediately.

 Upon its return the kitten will be replaced after the veterinarian certifies the health deficiency, with another cat of equal value. If no replacement is available immediately then the seller has 18 months from sale date to replace kitten of equal value or entire purchase price will be refunded. Veterinary cost are not refundable. Said replacement will be made as soon as a suitable replacement becomes available. Seller will use best effort to replace the animal with one of the same color and pattern, but is not obligated to do so if the pattern and color is no longer available. The kitten cannot be returned after the guarantee period has expired and/or if the kitten has been exposed to another feline or felines in these 96 hours**. If Kitten is not vet checked within 96 hours all health guarantees are void.**

**UNDER NO CIRCUMSTANCES IS A KITTEN TO BE DESTROYED PRIOR TO NOTIFICATION BY THE BUYER TO THE SELLER!!**

Any kitten, for which a buyer requests replacement must be returned to the seller (at buyer’s expense). This is so identity of kitten may be verified if requested. “Unsound health” shall be defined as any condition which is “life threatening” or “incurable” due to genetic flaws and shall not include curable conditions or infections including, but not limited to Colds, Virus, bacterial infections, parasites or allergies, examples are FVoC ( any strain of coronavirus), FVR Rhinotracheitis, Tritrichomonas Foetus, Giardia, ect. These parasites and viruses are always present is the feline population especially anywhere multiple cats are housed, at Alberta Savannahs we do all necessary testing and treatments to control and eliminate risks but as these are living animals you cannot always control certain things. Buyer **understands that the purchase of said** kitten identified herein means that buyer agrees to undertake responsibility for future health maintenance of said kitten for the rest of the kitten’s natural life. Savannah Kittens are more susceptible to Bacterial and viral infections and so extra care must be taken when you bring them to the vet. ALWAYS insist your vet wears clean gloves and have them either clean the exam table letting the disinfectant sit for up to 10 mins before allowing your pet on the table or you can bring a clean towel from home to keep your kitten on for their exam. DO NOT LET THEM WALK AROUND ON THE FLOOR AT THE CLINIC! Its advised to cover the carrier with a blanket to avoid anything airborne. Making your appointment first thing in the morning is a good plan as well.

Initial\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_

**This kitten is not guaranteed against diarrhea or other illnesses due to change in diet or sensitivity to certain medications. The purchaser should also be aware that a loss of appetite & diarrhea could also be caused from stress such as moving to a new home, having new company over, nibbling on a house plant they shouldn’t, to poor quality foods or sneaking human food etc., If this is persistent for long periods of time longer than 8 weeks after arrival then kitten needs to be looked over by a veterinarian. Be aware a healthy kitten that under goes stress will have a suppressed immunity which can lead to them getting sick so extra caution should be taken when kitten is taken home to minimalize any stress.**

This kitten is guaranteed against any hereditary congenital defects for one year from sale date of said kitten. If this cat should die due to such a defect, it will be replaced by *Alberta Savannahs* with a cat similar age and of same quality if possible. Bacterial or viral infections are not under this guarantee. A cat of differing quality, gender or age may require extra payment. For a replacement, an autopsy by a licensed veterinarian must be performed (at cost of buyer if proven to be hereditary autopsy cost will be split 50/50 with seller). A copy of report must be submitted to cattery for replacement cat.

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

If this kitten is sold as a breeder it cannot be resold without prior written approval of *Alberta Savannahs*. If the cattery is not approved by *Alberta savannahs* for re-sale of said kitten and buyer becomes unable or no longer desires care for this kitten, the kitten will be returned to *Alberta Savannahs* at buyer’s expense with no refund. There shall be no refund of purchase price, shipping charges, or associated costs on return of kitten. Buyer agrees that the seller has the right to retrieve said kitten if the buyer does not adhere to all provisions of this contract or if the kitten is being neglected or abused. Buyer agreed that this kitten is NOT to be given away, sold or surrendered to a pet store, research facility, sanctuary, animal shelter or any similar institution. If this cat is found abandoned or is rescued the ownership of this cat will revert back to *Alberta Savannahs* cattery and the buyer has no right of ownership unless proven capable of quality ownership. If Alberta Savannahs finds out you have breed a cat without permission and the rights to do so they may take whatever legal action is necessary to have the cat and costs recovered.

Undesirable behavioral issues such as spraying, consistent meowing, inappropriate urination/defecation, scratching of furniture, destruction of property etc.…. after feline, has been handed over it is not the responsibility of Alberta Savannahs and **not conditions in which a kitten may be returned with expectation of refund**. These are the risks buyers take with owning a Savannah kitten. New owners must take the time to properly train your kitten this is your duty and responsibility.

**Buyer agreed that seller in not responsible for any injury or harm that this feline might inflict on any human, other animal or property.**

**RELINQUISHMENT OF KITTEN**

If the buyer becomes deceased or in any way is unable to care for kitten due to medical reasons, and buyer has no trusted family or trusted persons readily available, capable and desiring to care for kitten for his/her life or as long as required, buyer agreed that seller has the option of having kitten returned to seller at no charge. (Possible recovery of some costs on kitten maybe be available to the right circumstances). In this case the seller will pay shipping expenses and ownership of kitten will revert to seller. In alternative, if seller chooses the seller can approve a good loving home, or assist buyer in arranging for a good loving home for feline. Buyer agrees that any new owner or caretaker of kitten selected by buyer or buyer’s representative must abide by all terms of this agreement. Buyer agrees to write up a contract to be signed by buyer and the new owner or caretaker with all the same protections to feline.

Initial \_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Advertising rights**

***Alberta Savannahs cattery 29471 reserves all rights to use photos of this feline in all advertising including but not limited to, internet website, Facebook page, or any promotion of Alberta Savannahs. Buyer agrees to allow Alberta Savannahs the right to use this felines photograph or name in future or existing advertising.***

**Fertility Guarantees**

If kitten is sold with breeding rights seller guarantees fertility. Males are considered infertile if by age 28 months has not proven after being tried with at least 3 queens. 1 queen must be twice proven with previous litters (F1 and F2 Excluded). This male will be replaced by a male of equal quality and generation. In order for replacement kitten must be fixed with paperwork emailed directly from veterinarian. NO CASH REFUNDS! Females can take up to 36 months for full maturity if a female has not proven by 36 months then said female will be replaced after female is sent back to Alberta Savannahs to stud with our own proven males (Stud fee will apply if litter is produced and no breeding rights will be sold on litter unless first approved by ***Alberta Savannahs***).

**Buying Breeding rights**

When purchasing breeding rights Alberta Savannahs requests that you do not sell any breeding rights back on our lines to western Canada (BC, Alberta and Saskatchewan). Exceptions may be made with a discussion and written approval. We also ask that if this feline is to be retired from your breeding program that they are preferably fixed and retired to an approved pet home. In the case that they are to go to another breeding program we again ask for written approval. If this feline is infertile the cost of a replacement kittens travel will be split 50/50 with buyer. Any extra veterinary requests such as HCM or non-standard testing is the buyers responsibility.

 **ALL KITTENS SOLD AS PET, COMPANION OR EXHIBITION SHOW CAT DO NOT HAVE THE RIGHT TO BREED UNLESS BREEDING RIGHTS HAVE BEEN AGREED UPON AND PURCHASED WITH SEPARATE CONTRACT!!!!!!**

 **BREEDING RIGHTS PRICE PER KITTEN IS $3000-$7500 DEPENDING ON KITTEN AND PEDIGREE**

NO KITTEN WILL RECEIVE ITS TICA REGISTRATION UNTIL SPAY OR NEUTER IS PROVEN BY VETERNARIAN.**IF FELINE IS BRED WITHOUT BREEDING RIGHTS SELLER HAS FULL RIGHTS TO REMOVE FELINE FROM BUYER OR TAKE THE APPROPRIATE LEGAL ACTION.**

**Recommendations**

 **The breeder highly recommends not using the Leukemia, FEP or Felv Vaccines on the Savannah Breed.** OUR KINGS AND QUEENS HAVE BEEN TESTED FOR FeLV PRIOR TO BREEDING**.**

**NEVER use any injectable type of anesthetic on kitten, like Ketamine UNLESS DEAMED AN EMERGENCY . Instead use only gas such as Isoflorene or comparable gas drugs.**

**KITTEN WILL NEVER BE DECLAWED UNDER ANY CIRCUMSTANCES!! Doing so will constitute a breach of contract on the part of the buyer and this contract will be voided with possible removal of feline from buyer.**

Initial\_\_\_\_\_ Date\_\_\_\_\_\_\_\_

**Deposits**

$500-$1000 deposits will be required to hold felines of choice and will be refundable up to 48 hours after making the payment, seller has up to 6months to refund that deposit. Anything after 48 hours is non-refundable if buyer chooses to back out of contract at this time or if the kitten goes home and is returned deposits will be deducted from any refunds made no matter the circumstance. Possible reimbursement when said feline has been placed into a new home will be negotiated but not promised depending on circumstances of situation. Deposits are Non refundable. Health, safety and care are our priorities but If chosen kitten has accidental injury after deposit is made that leaves feline unsightly or in a special needs condition that may have future costs then Seller has the chance to offer a replacement kitten of equal quality, value and likeness within 18 months of original kittens rehome date but no cash refund will be made. If buyer decides to still take said kitten it will be at a negotiated price but no money back on deposit is guaranteed. All medication and Veterinarian cost after kitten has left will be the responsibility of buyer. Any conditions pre-existing conditions that would result in additional medical treatment will be made aware to the buyer before leaving our cattery with full access to medical records through our vet (which you are responsible for obtaining if needed). In the unlikely chance that the kitten you placed a deposit on dies you will have up to 2 years to choose another kitten of the same quality but no refund will be made. If you are a breeder evaluating a kitten for your program deposits will be transferred to another kitten if the initial kitten doesn’t meet the requirements you are looking for before reaching home date. This deposit can be transferred to any kitten desired within a 2 year period but there will never be a cash refund.

**Acknowledgement**

* **All court costs, attorney fees and transportation costs are the responsibility of the Buyer acknowledges that any violation of the terms and conditions outlined in this contract can result in the seizure of the feline with no reimbursement of monies paid or cancelation of the buyer as allowed by law.**
* **No cash Refunds on deposits, Replacement kittens will be offered instead.**
* **If the kitten is allowed outdoors unsupervised the health guarantee will be void. If the kitten doesn’t get their updated vaccinations to prevent diseases, the health guarantee will be void. Proof will be required with updated health records from veterinarian.**
* Please note if Spay/Neuter is prepaid at our vet and that cost is included in kittens cost and then you decide to have the Spay/Neuter done at another vet you will not be refunded any money.
* **This contract is legally binding to all parties involved. It applies to the buyer and seller in this transaction and is non-transferable to other parties.**

Buyer Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_

**Buyers contact information**

**Name:**

**Address:**

**Phone:**

**Emergency contact:**

**Email:**

**Kitten information**

**Name:**

**DOB:**

**Sire:**

**Dam:**

**Generation:**

**Color pattern:**

**Breeding rights:**

**Purchase price agreement:**

**Deposit Price:**

**Additional comments:**

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