Maine Street Coons Kitten Adoption Contract

This Contract is between *Kyra Hagan*, Maine Street Coons, Chelsea, Alabama, hereafter referred to as "Maine Street Coons" or the "Breeder," and ______, hereafter called "Adopter:"

Adopter:			
Mailing Address:			
Physical Address:			
City:	State/Province:		Zip/Postal Code:
Home Phone:		Work Phone:	
Mobile Phone:		Home E-Mail:	
Alternate Contact Number:		Work E-Mail:	

Adopter understands and agrees that the purebred Maine Coon kitten (hereafter called "Kitten") described below is being adopted as a pet and is sold with NO breeding or show rights.

Kitten's Name:	Date of Birth:	Sex:			
Color & Pattern:	Microchip #:				
Sire:	Sire's Color:				
Dam:	Dam's Color:				
Adoption Fee:	Deposit Received:				
Total Due at Adoption:					
The Adopter may make payment with Venmo or cash. Payments made by credit card will incur a 3.5% service charge.					

Section 1

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Health Guarantee

- a. 72-Hour Health Guarantee: The breeder requires the Adopter to take the Kitten to their veterinarian for examination within 72 hours of adoption and guarantees that, to the best of their knowledge, the Kitten will be found free from infectious diseases, parasites, and fungal infections. If the Kitten is found to have a minor treatable condition, the breeder will reimburse the adopter up to \$200 for their documented out-of-pocket treatment costs upon receipt of the invoice.
- b. Five-Year Genetic Health Guarantee: The Breeder further warrants that, to the best of their knowledge and belief, the Kitten is at low risk for developing HCM, SMA, PKD, and PkDef. If, within the first 60 months of the Kitten's life, it is determined by a licensed veterinarian upon examination or necropsy that either illness or death is the direct result of one of these four genetic conditions, Adopter shall notify Breeder and provide a written copy of the supporting medical records. Adopter may request a replacement Kitten of equal or greater value without being obligated to return the Kitten described herein. There shall be no purchase price refunds or reimbursement for treatment charges or other costs.
- c. Limited Replacement Offer for Feline Infectious Peritonitis, or FIP: FIP is a life-threatening viral infection that emerges without warning when the prevalent feline coronavirus mutates in a kitten or cat's body for reasons that are not fully understood. The Breeder or Adopter can do nothing to cause, predict, or prevent an FIP infection or determine its source. As a courtesy, should the Kitten receive FIP treatment yet still die before its first birthday, the Breeder agrees to replace the Kitten free of charge.

d. Feline Hip Dysplasia Exclusion: The Breeder wishes to disclose that Feline Hip Dysplasia is believed to affect some 37% of the Maine Coon breed in various degrees of severity ranging from "minor and without symptoms" to "severe and debilitating" and that currently, no DNA testing for genetic risk is available. Even when breeding cats with normal hips, spontaneous cases of hip dysplasia in offspring can occur. For this reason, this health guarantee does not cover hip dysplasia.

Section 2

Adopter's Responsibilities

- a. Adopter agrees that this Kitten will be <u>kept indoors</u> in healthy and humane living conditions. A clean litter box, sufficient room and space, adequate daylight, toys, exercise, and parasite control are key components of healthy and humane conditions.
- b. Adopter agrees to have the Kitten surgically spayed or neutered by their veterinarian at their own expense between the Kitten's fifth- and eighth-month birthday. This kitten may not be used as a breeding cat under any circumstances.
- c. Adopter agrees to never subject the Kitten to declawing, which involves the painful and debilitating amputation of the last digital bone. A variety of alternatives exist to manage cats' natural scratching behavior.
- d. At their own expense, the Adopter agrees to provide the Kitten with timely, adequate routine and emergency veterinary and dental care. The health guarantees are invalid if proper care is not provided.
- e. The Adopter must maintain an active Trupanion insurance policy on the Kitten for the pet's lifetime. The goal is to avoid the premature termination of life due to an inability to pay for costly required care.
- f. The adopter agrees to closely supervise all interactions with existing pets for the first 30 days postintroduction. Energetic, darting kittens can activate a pet's prey drive, resulting in disastrous consequences.
- g. Under no circumstances will this Kitten ever be abandoned or surrendered to a shelter, nor may it be sold or given away without the Breeder's written consent.
- h. The Adopter agrees to continue the Breeder's recommended dietary regimen, as instructed, for the first year of the Kitten's life (unless otherwise instructed by their veterinarian). Failure to do so voids the health guarantee in its entirety.
- i. Adopter agrees that irrespective of brand, a high protein, AAFCO-endorsed, life-stage appropriate diet will be continued after the first year of life for the life of this Kitten. Cats are obligate carnivores and should be fed as such. A vegetarian-based diet is never acceptable for any feline.
- j. Adopter agrees to include a daily portion of high-protein, high-quality wet food. Feeding a dry kibble diet alone can cause more medical issues than feeding a combination of dry and wet diets.

Despite the hype, the Breeder, the Breeder's veterinarian, and the FDA do not endorse feeding the Kitten, or any feline, a raw diet. Such a diet introduces the risk of your pet becoming severely ill or dying because of food-borne illness. Likewise, if you choose to feed raw pet food to your Kitten, be aware that you can infect yourself and/or your family with Salmonella or L. Monocytogenes by spreading the bacteria from the contaminated food to your mouth. Raw diets are often nutritionally incomplete, lacking taurine and the right balance of other nutrients, and provide no proven health benefit over commercially available, AAFCO-endorsed prepared diets.

k. Adopter agrees to inform Breeder immediately if this Kitten ever develops any major health problems or passes away of any cause, known or unknown, before the age of ten (10) years. Adopter will send Breeder a copy of the Kitten's complete medical record and permit a necropsy to be done if Breeder requests one (at the Breeder's expense). Failure to share medical records or permit a necropsy voids all guarantees. Section 3

Updates

- a. Breeder will inform Adopter of any changes in Breeder's email address, street address, or telephone number and requests the same courtesy from the Adopter.
- b. Adopter is asked to send updates, news, and photos of the cat/Kitten to the Breeder at least twice a year. Providing updates about the Kitten helps us monitor and improve the quality of our breeding program.

Section 4

Damages and Jurisdiction

- a. The Kitten is available for adoption under the provisions and guarantees outlined in this Contract. Breeder makes no guarantee other than those specifically described above. Breeder's total liability is limited to the adoption fees paid for the Kitten (or less, as stated above).
- b. Although there are no plans at present to discontinue the breeding program, the above replacement warranties are only valid as long as the Breeder is breeding cats; all other portions of this Contract will remain valid.
- c. If, at any time, a difference of opinion arises between Adopter and Breeder, Adopter agrees all information shall be considered confidential. If negative information about Maine Street Coons or its owners is transmitted, disclosed, or distributed without the prior written consent of the Breeder, Adopter may be held liable for all damages including but not limited to compensatory and punitive and any legal fees that Breeder may incur.
- d. Adopter's failure to honor any of the terms and conditions of this Contract will result in the ownership of the Kitten being reverted to the Breeder, with no compensation due to Adopter. Adopter may be subject to damages up to \$10,000 for breach of this Contract. Adopter may also be required to pay any legal fees Breeder may incur in connection with the enforcement of the terms of this Contract.
- e. It is agreed that any legal action taken to enforce the terms of this Contract will be in Small Claims Court in Shelby County, Alabama and will be governed by Alabama State Law.

Adopter's signature below acknowledges you, the Adopter, understand and accept the responsibilities and risks associated with choosing to purchase a live animal and AGREE TO ALL TERMS AND CONDITIONS OF THIS CONTRACT.

MY SIGNATURE INDICATES FULL AGREEMENT AND APPROVAL OF ALL ABOVE CONDITIONS.

SIGNATURES:	DATED
Breeder:	
Adopter:	

Maine Street Coons 487 Lake Chelsea Way Chelsea, AL 35043 (205) 529-3480 www.mainestreetcoons.com