

COONGARDEN CATTERY

PET ONLY SALE CONTRACT (No Breeding Rights)

BREEDER:

Name: Patricia Duncan

Address: 5440 Contina Ave, Jacksonville, FL 32277

DESCRIPTION OF KITTEN

- **Breed:** Maine Coon
- **Sex:** _____
- **Color:** _____
- **Dam:** _____
- **Sire:** _____
- **Birth Date:** _____

The kitten is purchased as a pet only for the amount of \$_____

- **Deposit:** \$350 (Non-Refundable)
- **Remaining Due:** \$_____
- **Pick-Up Date:** _____

Initial: _____

CONDITIONS OF SALE

1. Health Guarantee

The Seller guarantees that the kitten/cat is healthy to the best of her knowledge at the time of sale. It is the Purchaser's responsibility to have the kitten examined by a licensed veterinarian within 72 hours after pick-up. This 72-hour period serves as the health guarantee window. Failure to have the kitten examined within this time frame will render the health warranty and contract null and void.

2. Reporting Medical Issues

If the kitten is found to have a medically untreatable or life-threatening condition within the 72-hour period, the Purchaser must report this to the Seller immediately. The kitten must then be returned to the Seller.

3. Replacement Policy

Upon the return of the kitten, the Seller will replace the kitten with another kitten of equal value. If no replacement is available at the time, the Seller has up to one year to provide a replacement kitten/cat. No refunds will be given under any circumstances unless expressly agreed to by the Seller.

Contract for Purchase of Kitten or Cat

Description of Kitten or Cat

- **Breed:** Maine Coon

- **Color:** _____
- **Sex:** _____
- **Date of Birth:** _____
- **Date of Sale:** _____
- **Purchase Amount:** _____

Personal Information

- **Name of Purchaser (Print):** _____
- **Address:** _____
- **Phone:** _____
- **Email:** _____
- **Name of Seller (Print):** Patricia Duncan
- **Address:** 5440 Contina Ave, Jacksonville, FL
- **Phone:** 904-613-0303
- **Email:** patriciaduncan904@gmail.com

The Purchaser certifies that the information provided is true and accurate.

Initial: _____

Purpose of the Contract

The purpose of this Contract is to protect all parties involved: the Purchaser, the Seller, and the kitten/cat. If any problems, questions, concerns, or issues arise, please do not hesitate to reach out to Trish. We want the adoptive parents/family to be completely satisfied with the new kitten and ensure a smooth transition into the new home. While some kittens adjust easily, others may take more time and may handle stress differently. If there are any issues during this transition, please contact Trish, who will provide all the support she can to make this time easier for both the new parents and the kitten.

This revision maintains the spirit of your original message while ensuring that each section is clearly delineated and formatted consistently. The final paragraph also emphasizes the supportive nature of the agreement, helping to build trust with the Purchaser.

Terms of Contract

Deposit

A non-refundable deposit of \$350 is required to reserve the purchase or future purchase of the kitten/cat. Upon notification from the Purchaser that the deposit is being sent, the Seller will temporarily reserve the kitten/cat for seven days. If the deposit is not received within this seven-day period, the temporary reservation will be forfeited. Please note that the deposit is separate from the total price of the kitten/cat.

Initial: _____

Acknowledgment of Deposit Paid and Acceptance of Contract

The signatures of the Purchaser and Seller below indicate that the Seller has received the deposit, and the Purchaser has agreed to the terms of this Contract. This portion serves as the Purchaser's receipt for the deposit. This document is a legally binding Contract. By signing this document, the Purchaser acknowledges that they have read, fully understand, and agree to all the terms and conditions stated above.

Purchaser Information:

Name (Print): _____

Signature: _____

Date: _____

Seller Information:

Name (Print): _____

Email: patriciaduncan904@gmail.com

Signature: _____

Date: _____

Transfer of Ownership of Kitten and Receipt of Sale

The signatures of the Purchaser and Seller below indicate that the kitten/cat has been sold and ownership has been transferred to the Purchaser.

Purchaser Information:

Name (Print): _____

Signature: _____

Date: _____

Seller Information:

Name (Print): _____

Signature: _____

Date: _____

Method of Payment

Deposit

The Purchaser shall make the deposit required under this Contract via Venmo or by check. All payments must be made in U.S. currency. If the deposit is made by check, it shall be made payable to:

Patricia Duncan
5440 Contina Ave
Jacksonville, FL 32277
Deposit: \$350 (Venmo or a check)

Final Payment: Cash only for pick up of kitten/cat. If cat is to be delivered, payment in full must be made prior to delivery of the kitten/cat by venmo, cashiers check.

By paying the deposit the seller indicates that he or she understands and agrees to abide by the terms stated in this contract.

Initial _____

Purchase of Cat

Payment Method

Payment for the cat must be made in U.S. currency using one of the following methods: Venmo, cash, cashier's check, or money order.

Initial: _____

Travel and Shipping Expenses

The Purchaser is responsible for all travel and shipping expenses associated with the transfer of the cat. If the Seller agrees to assist with the transfer in person, any mileage incurred will be at the Purchaser's expense.

Initial: _____

Health and Veterinary Guarantees

Documentation Provided by Seller

The Seller will provide the Purchaser with documentation of vaccinations, dewormings, and blood tests for the kitten/cat. All adult cat and kitten care has been provided by:

Veterinarian: Dr. Parker

Veterinary Practice: Hidden Hills Animal Hospital

Address: 12134 Fort Caroline Rd, Jacksonville, FL 32225

Phone: 904-641-3384

Initial Health Guarantee

The Seller guarantees that the kitten/cat is in good health at the time of purchase for a period of 48 hours. It is the Purchaser's responsibility to have the kitten/cat examined by a veterinarian within this 48-hour period. If the kitten/cat is found to be seriously medically deficient during this time, the Seller will take the kitten/cat back and refund the payment, less the deposit and any shipping charges, under the following conditions:

- ☐ The Purchaser provides proper documentation from a licensed veterinarian stating the medical issue and confirming that the kitten/cat is seriously medically deficient.
- ☐ A second examination by a veterinarian of the Seller's choice corroborates these claims.

Initial: _____

Exclusions from Health Guarantee

The Seller does not guarantee the kitten/cat against respiratory disease, fleas, ringworm, or any other nuisance diseases. After the initial 48-hour period, the Seller can no longer guarantee the kitten/cat's health, except in the case of birth defects.

Initial: _____

Genetic and Congenital Defects Guarantee

The Seller guarantees the kitten/cat against lethal genetic or congenital defects for one year following the date of purchase. If the kitten/cat dies or must be euthanized due to a genetic or congenital defect during this one-year period, the Seller will replace the kitten/cat with another of equivalent value at the Seller's earliest convenience, provided the following conditions are met:

- ☐ The Purchaser provides a necropsy report from a licensed, impartial veterinary pathologist, at the Purchaser's expense, confirming that the cause of death was unquestionably due to a genetic or congenital defect.
- ☐ A second examination by a veterinarian of the Seller's choice corroborates these findings.

Initial: _____

Limitations of Seller's Liability

The Seller assumes no liability or responsibility for any veterinary care for the kitten/cat after the Purchaser takes possession. Under no circumstances will the Seller be responsible for any veterinary bills incurred by the Purchaser.

Initial: _____

Spay/Neuter Agreement**No Breeding Rights**

This cat is being sold without breeding rights and under a spay/neuter agreement.

Initial: _____

Spay/Neuter Obligation

The Purchaser agrees to have the kitten spayed/neutered by the time the kitten reaches five pounds in weight or six months of age, whichever occurs first. This procedure will be carried out at the Purchaser's expense.

Initial: _____

Proof of Spay/Neuter Appointment

Within three months of receiving the kitten, the Purchaser must provide the Seller with documentation of the spay/neuter appointment or a written guarantee from the veterinarian that the appointment is scheduled and will be completed.

Initial: _____

Proof of Sterilization

The Purchaser must provide proof of sterilization, such as a veterinary bill or confirmation from the veterinarian, before the kitten reaches eight months of age.

Initial: _____

Breach of Contract

If the kitten is not spayed/neutered by seven to eight months of age and/or proof of sterilization is not provided, the Seller reserves the right to enforce breach of contract for the maximum allowable dollar amount.

Initial: _____

Purchaser's Veterinary Information**Pre-Transfer Requirement**

Before the transfer of ownership of the kitten/cat, the Purchaser must provide the Seller with the name and contact information of the kitten/cat's new veterinarian. Failure to provide this information will result in the forfeiture of both ownership of the kitten/cat and the deposit.

Initial: _____

Fraudulent Information

If it is discovered, either before or after the transfer of ownership, that the veterinary information provided by the Purchaser is false or fraudulent, this will constitute a breach of contract, and the Seller reserves the right to enforce the terms of this Contract accordingly.

Initial: _____

Veterinary Care Updates

Throughout the life of the kitten/cat, the Purchaser agrees to inform the Seller of any changes to the kitten/cat's veterinary care, including changes in veterinarians or veterinary practices. The Seller reserves the right to contact the Purchaser's veterinarian at any time during the kitten/cat's life to inquire about the kitten/cat's health and well-being.

Initial: _____

Veterinary Communication

The Purchaser agrees to notify their veterinarian of this agreement, allowing the Seller to discuss the kitten/cat's health, sterilization status, and general well-being with the veterinarian, while respecting privacy concerns.

Initial: _____

Veterinarian: Dr. Parker

Veterinary Practice: Hidden Hills Animals Hospital

Address 12134 Fort Caroline Rd Jacksonville, FL 32225

Phone: 904 641 3384

Date or Tentative Date of Appointment for Spay/Neuter: _____

Purchaser certifies that this information is true and accurate.

Initial _____

Treatment of Cat

Declawing Prohibition

Under no circumstances shall this kitten/cat be declawed. Declawing is a form of amputation that often leads to behavioral issues such as inappropriate elimination, which can result in abuse or abandonment. The Purchaser agrees never to allow the kitten/cat to be declawed.

Initial: _____

Outdoor Living Prohibition

Under no circumstances shall this kitten/cat be permitted to live outdoors.

Initial: _____

Prohibition on Body Modification

Under no circumstances shall this kitten/cat be tattooed, pierced, or subjected to any unnecessary "fashionable" body modifications.

Initial: _____

Introduction to New Home

Upon bringing the kitten/cat home, the Purchaser agrees to confine the kitten/cat to a private room with toys, food, a litter box, and plenty of human contact until the kitten/cat becomes accustomed to its new surroundings.

Initial: _____

Diet and Care

The Seller will provide a list of the foods and supplements that the kitten/cat has been eating. The Purchaser agrees to avoid making drastic changes to the kitten/cat's diet. The Seller will make every effort to send home a sample of the kitten/cat's current food, a bag of litter, and a bottle of the litter box cleaning solution used by the Seller to assist the Purchaser during the first few days.

Initial: _____

Breed Considerations

Hair Variability

The Purchaser understands that, with the Maine Coon breed, the length and texture of the cat's hair may vary due to factors such as hormones, climate, and genetics.

Initial: _____

Care and Maintenance

The Purchaser acknowledges that the Maine Coon breed requires more extensive care and maintenance compared to other breeds. This includes regular baths, daily brushing, and routine claw trimming. The Purchaser agrees to maintain the health and cleanliness of the kitten/cat as required by the breed's needs.

Initial: _____

Relinquishment of Ownership or Permanent Transfer of Cat by Purchaser**Prohibited Transfers**

The Purchaser agrees that under no circumstances shall the kitten/cat be sold, given, or transferred to a pet shop, animal shelter, research laboratory, or any similar facility. If the Purchaser is unable to keep the kitten/cat for any reason, including but not limited to death or incapacity, the Seller shall have the first right of refusal to reclaim the kitten/cat.

Initial: _____

Living Trust Consideration

If the Purchaser has a living trust, this clause must be acknowledged in the trust documents. Should the Seller deem another party, such as a family member or close friend of the Purchaser, as a suitable and willing new owner, the Seller will give serious consideration to transferring ownership to that party.

Initial: _____

Right of First Refusal

Regardless of the time elapsed since the purchase, if the Purchaser decides that they no longer wish to keep the kitten/cat, the Seller shall have the first right of refusal to reclaim the kitten/cat.

Initial: _____

Breach of Contract

In the event the Purchaser is found to have violated any of the terms and conditions of this Contract, the Purchaser agrees to immediately and unconditionally surrender the cat/kitten to the Seller. The Seller may reclaim physical and legal ownership of the cat/kitten with or without due process of law in case of any breach, and the Purchaser shall not be entitled to any refund of the purchase price.

Initial: _____

Additionally, if the Purchaser is found to have violated any terms of this Contract, the Purchaser shall be liable to the Seller for damages equivalent to twice the purchase price of the cat/kitten, plus any expenses incurred for veterinary care upon the return of the cat/kitten to the Seller. The Purchaser shall also be responsible for all attorneys' fees, legal costs, and related miscellaneous expenses arising from the litigation of this Contract.

Initial: _____

Any legal action under this Contract shall be brought exclusively in the courts of the county or city where the Seller resides at the time of the legal action.

Initial: _____

Attorneys Fees and out-of-pocket costs

In the event of a breach of this Contract by the Purchaser, the Purchaser agrees to be responsible for all reasonable attorneys' fees, court costs, and any other litigation-related expenses incurred by the Seller in enforcing this Contract. This includes, but is not limited to, the full purchase price of the kitten/cat, all shipping and transportation expenses, any associated veterinary costs, and any damages to the Seller's reputation arising from the Purchaser's breach. This obligation shall extend to all appeals and post-judgment proceedings, if applicable.

Initial _____

Exclusive Jurisdiction for Suit in Case of Breach

Any legal action arising under this Contract shall be brought exclusively in the courts of Duval County, Florida, or the county of the Seller's current residence at the time of such action. By entering into this Agreement, both Purchaser and Seller consent to the jurisdiction of these courts for adjudicating any disputes, claims, or actions related to this Contract, whether arising in contract, tort, or otherwise. The parties agree that these courts shall have exclusive jurisdiction over all disputes between them relating to this Agreement.

Initial _____

State Law

This Agreement shall be interpreted under, and governed by, the laws of the state of Integration. 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.

Initial _____

Severability

If any provision of this Contract is found to be void, invalid, or unenforceable, that provision shall be severed from this Contract, and the remaining provisions shall continue in full force and effect. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining terms of this Contract. If any provision is deemed invalid due to its scope or breadth, the provision shall be enforced to the maximum extent permitted by law.

Initial _____

Modification

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.

Initial _____

Health Guarantee

The Seller will provide the purchaser with documenting vaccinations and deworming records and health inspection certificate from the seller's Veterinarian.

Veterinarian: Dr. Parker
Veterinary Practice: Hidden Hills Animals Hospital
Address 12134 Fort Caroline Rd Jacksonville, FL 32225
Phone: 904 641 3384

Spay/Neuter Agreement

No Breeding Rights

This kitten is being sold as a pet only, with no breeding rights.

Initial: _____

Spay/Neuter Obligation

The Purchaser agrees to have the kitten spayed/neutered at their own expense between the ages of 7 and 8 months.

Initial: _____

Entire Agreement

By signing below, both the Seller and the Purchaser agree to all the terms and conditions outlined in this contract. This contract is a legally binding document between the parties and is intended to protect the welfare of the kitten/cat as well as the interests of both the Seller and the Purchaser. The Purchaser acknowledges that they have read, fully understand, and agree to abide by all the provisions set forth in this contract. Any amendments or changes to this contract must be made in writing and agreed upon by both parties.

Purchaser Information:

Name (Print): _____

Signature: _____

Date: _____

Seller Information:

Name (Print): Patricia Duncan

Signature: _____

Date: _____