

## PET SALE CONTRACT

**THIS PURCHASE AGREEMENT IS A LEGALLY BINDING CONTRACT FOR THE  
SALE OF ONE KITTEN**

**BETWEEN:**

**PURRFECT SPHYNX CATTERY, THE "BREEDER"**

**- AND -**

**\_\_\_\_\_ hereinafter called the "PURCHASER."**

**Address:** \_\_\_\_\_

**City/Province, Country:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Communicating through:**  **Email**  **Phone**  **Instagram**  **Facebook**

### **MICROCHIP CONTACT INFORMATION**

**Emergency Contact's:** \_\_\_\_\_

**Phone Number's:** \_\_\_\_\_

**ENTERED INTO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_**

I, the undersigned, the "BREEDER" sell to the "PURCHASER" a kitten of

**Breed:**  **BAMBINO** or  **SPHYNX** **DOB:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Sex:**  **M/**  **F** **Color:** \_\_\_\_\_

**Sire:** \_\_\_\_\_ **Dam:** \_\_\_\_\_

**A deposit of \$400.00 given on \_\_\_\_\_ via \_\_\_\_\_**

The amount of kitten is \$ \_\_\_\_\_

+ Travel/Shipping Cost is in addition to kitten cost and is to be paid by the PURCHASER \$ \_\_\_\_\_

The balance of \$ \_\_\_\_\_ + travel/shipping cost is payable when taking possession of the kitten.

**THE DEPOSIT IS NON-REFUNDABLE IN THE EVENT THAT THE PURCHASER WITHDRAWS FOR ANY REASON.**

**Kittens are sold as Pet Only.** The PURCHASER is aware our kittens are altered (spayed/ neutered) prior to rehoming date. Kittens are rehomed no sooner than 12 weeks of age.

Balance owing plus any applicable tax, shipping, courier, etc. shall be paid in full two (2) entire weeks prior to the kitten going to its new home. If the kitten is not paid for it will not be shipped. All shipping insurance and travel charges are borne by PURCHASER. It is the responsibility of the PURCHASER to file claim with the Airline if the kitten is lost, stolen, damaged, delayed or as a result of mortality in transit. BREEDER offers to arrange the travel for the kitten only and bears no responsibility once the kitten is transferred to the Airline/Courier.

This kitten is micro-chipped, chip #: \_\_\_\_\_, provided 2 FVRCP (Feline Viral Rhinotracheitis, Calicivirus, and Panleukopenia) vaccinations and de-wormed with supporting health records. If kitten is rehomed older than 16 weeks, kitten will be provided with a third (3) FVRCP vaccine, so vaccines are up to date. The PURCHASER is responsible to have the third (3) FVRCP booster done 3-4 weeks after kittens second vaccination date, as your veterinarian recommends if rehomed at 12 weeks old.

#### **Vaccination Disclaimer & Health Guarantee Limitation**

**We provide our kittens with the standard vaccinations recommended up to 12 weeks of age. We do not recommend additional vaccines including Rabies, Feline Leukemia (FeLV), or additional FVRCP vaccines beyond 16 weeks. Administering vaccines beyond those recommended may carry health risks, including but not limited to vaccine reactions or injury. The BREEDER cannot be held liable for any adverse effects resulting from additional vaccinations. Any vaccine administered after the kitten leaves the breeder's care that is not part of the recommended schedule will void any health guarantee or warranty related to the kitten's health.**

**INITIALS X \_\_\_\_\_**

The BREEDER has granted the purchased kitten with a 3-year HCM (Hypertrophic Cardiomyopathy) genetic health guarantee. In case of death due to a genetic defect, a kitten of equal value to the amount paid for the original kitten will be replaced. Warranty is ONLY replacement of deceased kitten with a kitten of equal value. A necropsy will be required for proof of genetic defect by a qualified veterinarian. The PURCHASER is responsible for all shipping and costs related to the death and post-mortem examinations.

The BREEDER is not held accountable for future diagnosis of any bacterial or viral infectious disease, parasites, or fungus since they can be contracted anywhere in the environment after leaving the Cattery and are not a result of Genetics or Breeding. The PURCHASER accepts all responsibility for protection from said diseases, illnesses, parasites and fungi.

The PURCHASER acknowledges that stress of travel, a new home, different environment and activity level of new home can cause any breed of kitten to stress and may become ill. The PURCHASER agrees to treat kitten/cat at their expense if the kitten should develop a condition that requires veterinary care/medication. The Sphynx Breed is a robust breed of cat, but "ALL" kittens require "Quiet Time" which is especially important in families with younger children. Sphynx kittens are to be always supervised with younger children.

The PURCHASER agrees to provide the cat with a clean, pleasant environment, conductive to good health and with adequate space for exercise. At least one litter box should be provided for each cat in the household and will be cleaned daily.

The PURCHASER will provide the cat with proper nutrition in the form of a premium food. Fresh water will be provided daily. Using the Pet Food branded ACANA/ORIGEN will void this contract. These brands are known to cause/lead to health issues. Always feed your cat high protein/premium food. GROCERY STORE CAT FOOD AND OTHER LOW GRADE CAT FOOD WILL VOID CONTRACT.

The PURCHASER will NOT use any form of Silica Cat Litter with sphynx kitten during its lifetime; this litter can promote respiratory and digestive health issues.

The PURCHASER will not declaw the kitten. De-clawing is a violation of this contract.

It is understood that no sphynx is totally hairless and can grow hair as they age, or due to environmental stressors.

The kitten/cat is sold as an indoor-only pet. The PURCHASER agrees the kitten/cat will not be allowed to roam outdoors unsupervised. Outdoor exposure, if any, must be fully supervised and secured (such as a harness or enclosed catio). Failure to comply may void any health guarantees.

Pet insurance is always recommended, the Breeder does provide a 30 day pet insurance offer in kitten kit.

The BREEDER agrees to provide information concerning the maintenance and health of kitten. The BREEDER also agrees to answer potential questions from the PURCHASER after the sale.

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

The BREEDER highly recommends the PURCHASER to validate kitten's health within 48 hours of rehoming said to any chosen Veterinary Clinic, if kitten is defective kitten upon vet check up, kitten can be exchanged for another of equal value. Licensed Veterinarian must confirm defect in writing.

The kitten must be picked up on or before the agreed rehoming date unless otherwise approved in writing by the BREEDER. Any extension beyond the agreed pickup date may result in a boarding fee of \$40 per day. If the kitten is not picked up within 3-7 days of the agreed rehoming date and the PURCHASER fails to communicate, the kitten shall be considered abandoned, the deposit forfeited, and the BREEDER reserves the right to rehome the kitten at their discretion.

#### **Breeder Right of Retention Breeder's Right to Retain a Kitten**

The BREEDER reserves the right to retain any kitten from a litter, including a kitten that has been placed under deposit, if unforeseen circumstances arise that affect the Breeder's breeding program. Such circumstances may include, but are not limited to, health issues, genetic considerations, loss of a breeding animal, or preservation of a specific bloodline.

In the event the BREEDER exercises this right, the PURCHASER will be offered, at the PURCHASER'S choice:

- (a) a full refund of any deposit paid, or
- (b) the option to transfer the deposit to another available kitten or to a future litter, with priority selection.

**This decision will be made with careful consideration and communicated as promptly as possible. No additional compensation beyond the options listed above shall be required.**

**INITIALS X\_\_\_\_\_**

If at any time the PURCHASER is unable or unwilling to keep the kitten/cat, the BREEDER must be notified immediately and shall be given the first right of refusal to take the kitten/cat back. The kitten/cat may not be sold, transferred, gifted, surrendered to a shelter, rescue, or third party without the prior written consent of the BREEDER. No refund is guaranteed upon return unless otherwise agreed to in writing.

The BREEDER shall not be held liable for delays, cancellations, or inability to fulfill the terms of this agreement due to circumstances beyond their control, including but not limited to natural disasters, acts of God, illness, airline or courier delays, governmental actions, or emergencies. In such events, reasonable efforts will be made to communicate and reschedule where possible.

The PURCHASER grants the BREEDER the right to use photographs, videos, and descriptions of the kitten/cat for promotional, educational, and marketing purposes, including but not limited to the breeder's website, social media, and advertising materials. No personal identifying information of the PURCHASER will be disclosed. This permission is granted without compensation and remains in effect for the lifetime of the cat. Client may opt out of this if they wish but must be stated.

**INITIALS X** \_\_\_\_\_

The PURCHASER agrees to communicate directly with the BREEDER to attempt resolution of any concerns or disputes prior to posting negative, defamatory, or misleading statements on social media or public forums. Nothing in this clause restricts the PURCHASER's right to provide truthful statements; however, false or damaging representations may be subject to legal action.

Any legal action or proceeding arising out of or relating to this Contract shall be commenced and maintained exclusively in Calgary, Alberta, Canada. The PURCHASER agrees to be responsible for all court costs and reasonable legal fees incurred in connection with the enforcement of this Contract.

This Contract shall remain valid and enforceable only while the BREEDER is actively breeding the Sphynx breed. In the event the BREEDER ceases breeding Sphynx cats, this Contract shall become null and void.

**By signing below, the PURCHASER acknowledges and agrees that they have read, understood, and accepted all terms and conditions of this Pet Sale Agreement. This document constitutes a legal and binding contract, governed by and construed in accordance with the laws of the Province of Alberta.**

**PURCHASER**

PRINT: \_\_\_\_\_

SIGN: \_\_\_\_\_

DATE: \_\_\_\_\_

**BREEDER**

PRINT: \_\_\_\_\_

SIGN: \_\_\_\_\_

DATE: \_\_\_\_\_