

# CLAWSONSAVANNAH CLAWSON RANCH

A TICA Registered Cattery

## Cat and Kitten Purchase & Health Agreement

**THIS AGREEMENT** between (Buyer) and Clawson Ranch dba ClawsonSavannah (Seller)

and is effective as of the date of the last signature to appear below and is binding upon all parties thereto. Buyer(s) agree to buy and Seller(s) agrees to sell the below described cat/kitten pursuant to all of the following terms:

**DESCRIPTION OF ANIMAL:**

**BREED:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_ **SEX: (Pet Only)** \_\_\_\_\_

**TICA REG#:** Pending for pets – Blue slip to be provided to Buyer upon return of executed contract, veterinarian documentation as proof said kitten has been spayed or neutered, payment in full, and when buyer takes possession of said Savannah Cat.

<b>NAME:</b>
<b>DESCRIPTION/COLOR:</b>
<b>SIRE:</b>
<b>TICA#</b>
<i>Dam</i>
<b>TICA#:</b>

**PURCHASE PRICE:** \$ Payable to Clawson, Devan, by cash, direct deposit, personal check (Must have time for check to clear) or by wire transfer. Kitten must be paid for in full before delivery. Shipping charges (if applicable) are due 2 weeks prior to delivery.

**OPTIONAL PRE-PURCHASE EXAM:** Buyer has the option of obtaining Pre Purchase exam, lab tests and/or blood panel test prior to completion of this sale. This is considered a pre-purchase exam and will be done at the Buyers expense. Please note, however, if a full pre-purchase exam, including a complete blood panel is desired, this exam must be paid for in advance by Buyer. All charges must be paid prior to this exam and are non-refundable regardless of results.

**Holding Fee/PAYMENTS**

<b>Date Received:</b>	<b>Amount Due:</b>
<b>Holding Fee</b>	\$ ( ) Non Refundable
<b>Shipping Charges:</b> (due prior to delivery)	\$
<b>Balance Due</b> (prior to delivery)	\$

**Arranged Delivery/Pick-up Date of cat/kitten.**

Seller agrees to release kitten to Buyer on or after (10-weeks of age) at a time mutually agreed upon by both Buyer and Seller. All transportation costs associated with the delivery of the subject kitten will be paid by Buyer.

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## HEALTH GUARANTEE:

**ClawsonSavannah.** (“Seller”) guarantees the health of said cat/kitten upon pick-up from the Cattery for a period of seventy-two hours (72 hours). This time period begins when the cat/kitten leaves the possession of the Seller. We recommend that you take the cat/kitten to your own veterinarian (at Buyer’s expense) within the first (72) hours for your own satisfaction and protection. If you have other cats, we also require that you place the new arrival in quarantine during this time and follow the advice of your own veterinarian in regard to the length of the quarantine period. ClawsonSavannah requires a minimum of TWO weeks. (Normal quarantine period is a minimum of two weeks, but can be as long as thirty (30) days.) You, or your veterinarian, shall report to the Seller any medical problem within the guarantee period. If the cat/kitten is found to have a medical problem within the (72) hour period only, it must be reported to the Seller within twenty-four (24) hours of its discovery. **Failure to make this report within this time frame will void this warranty. Exposure to other animals of any species during this time will void this warranty.**

**Health guarantee does not cover for FIP (wet or dry).**

**REFUNDS, REPLACEMENTS AND ASSOCIATED EXPENSES:** There shall be no refunds of holding fee, purchase price, shipping charges or other costs. There shall be replacement of the cat/kitten only under the circumstances provided below;

- 1) If the cat/kitten is found to be in “unsound health” by a licensed veterinarian within 7 days, the cat/kitten shall be returned to Seller. Buyer may request a replacement of another cat/kitten of equal value. **Said replacement will be made as soon as a suitable replacement becomes available, and can take up to one (1) year.** A medical report signed by the examining veterinarian must be provided to the Seller prior to a replacement being made.
- 2) However, the Seller will **not** replace any cat or kitten that has not received adequate and appropriate care from its new owner. It is the responsibility of the Buyer to provide immediate veterinary care (at the Buyer’s own expense) to any cat/kitten showing signs of illness or distress and failure to do so will render any guarantee null and void. This is especially true for animals undergoing the stress of prolonged travel periods.
- 3) Under **no** circumstance is a cat or kitten to be destroyed prior to notification by the Buyer to the Seller. Any cat/kitten, for which the Buyer requests replacement, must be returned to the Seller (at the Buyer’s expense) so that identity of the cat/kitten can be verified. “Unsound health” shall be defined as a “genetic defect” or any condition that is “life threatening” or “incurable” and shall **not** include “curable” conditions or infections including, but not limited to, colds, virus’, bacterial infections, parasites or allergies.
- 4) Buyer understands that adoption 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, just as if this kitten were a human child being adopted by the Buyer.
- 5) Genetic/Congenital health guarantee offers a replacement **as soon as a suitable replacement becomes available, and can take up to one (1) year** in the event said cat/kitten should die within one (1) year of Buyer’s receipt of cat/kitten, as a direct result of an unknown (at the time of sale) congenital birth defect, or be diagnosed with a terminal genetic defect before six months, wherein the cat dies within the first year of birth. Said cat/kitten will be replaced only if an appropriate necropsy is performed by a licensed laboratory and not done “In House” at the veterinarian’s office. The necropsy must accompany a laboratories certificate with full disclosure and a copy of the necropsy report provided as proof of cause of death. In addition, the veterinarian **MUST** send a sample of the cat’s DNA to UC Davis or creditable medical facility, AND submit a signed photograph of the cat to Seller, for confirmation that the cat IS the same cat covered by this purchase agreement. **You must notify the seller of the death of the cat/kitten immediately or contract is void.** Trauma, abuse, neglect, failure to obtain adequate veterinarian care, or failure to provide the aforementioned required veterinary documentation, will void the opportunity for replacement.

**THE BUYER** assumes responsibility of all expenses incurred in relation to the cat/kitten after said cat/kitten leaves the possession of the Seller, as well as any expense incurred at the request of the Buyer before the cat/kitten leaves possession of the Seller. If for any reason the cat/kitten is returned to the Seller, **BUYER** agrees to pay all expenses, including delivery or pick-up costs, including mileage, air fare, etc., and re-examination expense by Seller's veterinarian. This examination will include a complete 'viral panel' blood test for FELV, Corona/FIP and FIV viruses. If cat/kitten is returned to Seller for resale on behalf of the Buyer, the terms of this resale will be agreed upon under separate written agreement.

**DISCLAIMER OF WARRANTIES:**

**EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH AT PAGE 2 OF THIS CAT AND KITTEN PURCHASE AND HEALTH AGREEMENT, CLAWSONSAVANNAH MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND CLAWSONSAVANNAH SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE REGARDING THE CAT/KITTEN SOLD PURSUANT TO THIS CAT AND KITTEN PURCHASE AND SALE AGREEMENT.**

**HEALTH RECORD**

***Warning: Ketamine should not be used as an anesthesia on Savannahs.***

**DATE(s) of VACCINATIONS:** Health and vaccine records will be transferred to Buyer at time of delivery. Kitten was given Vaccines at 8 weeks old. Buyers agree to have the next 2 series of vaccines, rabies shot, microchip and neutering of kitten. Vaccines is due at 12 weeks of age and some veterinarians require another vaccine at 16 weeks. Rabies is due at 16 weeks of age. Buyers to ask their veterinarian if the third set of vaccine is required for their county.

**VACCINATIONS:** Your kitten may have already been treated for internal parasites. Your cat/kitten has also had the required vaccination series for 8 weeks of age, **excluding** FIP vaccine and FELV vaccine. If you choose to vaccinate for Feline Infectious Peritonitis (FIP), we recommend you discuss this with your own veterinarian and consider the risks. We do not vaccinate with FELV/FIP. However, if there are special circumstances in your household, i.e. an indoor/outdoor cat that may expose your animal to the disease or you have a cat already in the household that is positive for Feline Leukemia, vaccinating for FELV (Feline Leukemia vaccine) may be done if your veterinarian recommends it. Many breeders and veterinarians do not consider FELV and/or FIP vaccines safe vaccines. It is imperative that you have your veterinarian perform a complete blood panel for exposure to these diseases BEFORE you vaccinate your animal against either of them.

**IF FELV AND/OR FIP VACCINE IS GIVEN TO THE CAT/KITTEN AT ANY TIME, THE ENTIRE HEALTH GUARANTEE/WARRANTY BECOMES NULL AND VOID.** We pride ourselves in raising healthy, vaccinated, parasite-free kittens. To the best of our knowledge, each of our cats/kittens leaves our cattery in good health. Buyer may exercise the pre-purchase exam option, if desired. However, please note blood panels cannot be performed on kittens under the age of four months of age. We do not recommend vaccinating this cat/kitten with the FIP or FELV vaccines. These vaccines are not proven to be devoid of risk. In particular, the FIP vaccine has NOT been proven to be safe. Reference: Feline Infectious Diseases, Chapter 7, page Fifty-four, (first column-last paragraph). Written by Niels C. Pedersen, D.V.M. Ph.D.

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

**THE BUYER** becomes the owner of said cat/kitten upon Seller's receipt of 'Payment in Full'. 'Payment in Full', and receipt thereof, supersedes a signed Sales Agreement being in the possession of the Seller. 'Payment in Full' will be held as a binding agreement to purchase said cat and will be held in lieu of a signed Sales Agreement being on file with the Seller. The Seller will care for the cat/kitten until the Buyer is able to take possession of cat/kitten. This period of care is not to exceed ten (10) days from the time the kitten is 12 weeks of age. In the event the period of care by Seller exceeds the time period stated, Buyer agrees to pay board on said cat/kitten at a boarding charge of ten dollars (\$10.00) per day. Boarding charges are to be paid in full prior to the release of said cat/kitten to Buyer. Boarding charges are due and payable upon request. If boarding charges are not paid monthly, or fall 30 days past due, said cat/kitten will be considered abandoned and will revert to the ownership of Seller in lieu of payment of boarding charges. There will be NO refund of the holding fee, and said fee will be forfeited! The balance of the purchase price will ONLY be refunded if and when the kitten is placed in another suitable home and boarding fees will be deducted from the partial refund provided. **Holding fees for the purposes of this agreement will be waived during the wait time necessary to obtain Export Permits and CITIES documents.**

Buyer is responsible for complying with any county, city, municipality, parish, zoning, and/or federal and/or state laws and regulations. Buyer agrees to provide to the Seller, upon request, proof of license or permits for ownership of this exotic kitten at their residence where the kitten will live. Seller will not be held responsible for any Buyer's deviation from any laws and regulations. Buyer agrees that Seller is to be held harmless for any damage, injury, death, financial loss, or consequential damages, caused by your possession of any feline, regardless of species. Any sale(s) will be governed by the laws of the state of Nevada.

**Any Savannah cat or kitten that is purchased from ClawsonSavannah will not be sold, leased, transferred (either partially or fully), or given away without the written consent of the Seller.** This is to ensure that the cat or kitten purchased is placed with a suitable second home. It is very difficult for some of these cats to adapt to a new home, and ClawsonSavannah wishes to ensure proper placement of ALL of its cats or kittens sold and that said cats or kittens are placed in PERMENANT homes. As such, if Buyer, for any reason, has difficulty in keeping this kitten, the kitten shall be returned to ClawsonSavannah at Buyers expenses. UNLESS Buyer obtains written permission to place the cat or kitten in a SPECIFIC secondary home.

If Buyer wishes to resell this cat/kitten, the cat/kitten may be returned to Seller, at Buyer's expense, for resale by the Seller, and Seller guarantees No refunds based on the sale to a new owner. However, partial rebates may be given at Seller's option, if the cat or kitten has been able to be placed promptly with little or no expense on the part of the Seller. IF cat or kitten is returned to ClawsonSavannah, **NO AMOUNT of REFUND** will be provided UNLESS Seller is able to find another suitable home for the cat or kitten. Also, as mentioned above, the original holding fee will be forfeited even if Seller is able to find a suitable second home for the kitten/cat. Buyer agrees that Seller has the right to retrieve said cat/kitten if Buyer does not adhere to all provisions of this contract or if cat/kitten is being neglected or abused.

**HOUSING, CARE AND TRANSFER TO THIRD PARTY: Buyer agrees that this cat/kitten will be kept indoors and will NOT be allowed to roam freely outside. Under no circumstances will said cat/kitten be sent to a shelter or otherwise disposed of, nor shall this cat/kitten be sold, leased or given away to any pet shop, research laboratory or similar facility.**

Each cat/kitten will differ in the time needed to bond with its new family. Please give the cat/kitten ample time to adjust. A period of two to four weeks should be the very least amount of time allowed the cat/kitten for an adjustment period and longer if this is an adult cat or there are children in the house. If you are a multi-animal home, please give your new friend and family member a safe and secure place **of its own**, as well as ample chance (**at least two weeks**) to bond with you and to adjust to its new surroundings. Even if this is your **only** pet, your new cat/kitten needs to feel safe and secure for its unique individual personality to surface and for it to bond to you and become secure in its new environment. We strongly recommend a small room, such as a bathroom, or bedroom in which the kitten is provided with a separate area for its litter box, sleeping quarters, and feeding area.

**ADVERTISING RIGHTS:** Seller reserves the right to use any photos of the purchased kitten in any and all advertising, including, but not limited to, Internet website advertising, in the promotion of Seller's Cattery. Buyer agrees to allow the Seller the right to use his or her cat/kitten's photograph or name in future or existing advertising.

**VENUE:** If Buyer or Seller commences any legal action as a result of this contract, Buyer agrees that the place of venue for such action shall be in Elko County in the State of Nevada in the United States of America. Buyer assents to personal jurisdiction within such venue, regardless of their place of residence, and agrees that any judgment obtained is enforceable within the jurisdiction that they reside in as if obtained within that jurisdiction. In the unlikely event of a legal dispute, all judgments cannot exceed the cost of the kitten's purchase price and all parties agree to arbitration for resolving any disputes.

**FACSIMILE SIGNATURES:** A facsimile of this signed agreement shall be enforceable as an original if the original contract is lost, destroyed or otherwise unavailable.

***I AGREE TO THE TERMS STATED HEREIN***

<b>BUYER ADDRESS</b>	<b>SELLER ADDRESS</b>
	<b>Clawson Ranch            by Devan Clawson            P.o. Box 1441            Wendover, UT 84083            (435) 496-0643            Clawsonranch2015@gmail.com</b>

<b>BUYER'S SIGNATURE</b>	<b>SELLER'S SIGNATURE ClawsonSavannah</b>
<b>PRINTED NAME:</b>	<b>PRINTED NAME: By YOUR NAME</b>
<b>Signature:</b>	<b>Signature:</b>
<b>DATE:</b>	<b>DATE:</b>
<b>PRINTED NAME:</b>	
<b>Signature:</b>	
<b>DATE:</b>	

**Photo of Kitten**