

Spay/Neuter Kitten Contract – Mythical Dream

Agreement between the Seller, Mythical Dream Maine Coon Cattery, and the Buyer.

Mythical Dream Maine Coon Cattery - TICA registration # 39500

Kimberly Bowes (Owner/Breeder)

[REDACTED]

[REDACTED]

Email: mythicaldreammainecooncattery@gmail.com

A contract **must** be signed when purchasing a Mythical Dream Maine Coon Cattery kitten(s). This contract is designed to protect the buyer, the seller, and the welfare of the kitten. If you are in agreement with the terms and conditions laid out in this contract a \$500.00 non-refundable deposit is required. Upon receipt of the \$500.00 deposit, your kitten of choice will be marked as reserved. ***All kittens are adopted as pet quality companions only; they are not for showing or breeding, unless otherwise specified.***

Buyer:

Address:

City:

Province/State:

Postal/ZIP Code:

Country:

Phone:

Email:

Litter:

Kitten being purchased as a Pet:

Date of Birth:

Name:

Color Pattern:

Sire:

TICA Registration #:

Dam:

TICA Registration #:

Buyer's Initials _____ 1

Price:

Deposit:

Balance:

Balance if Shipping is Required:

Estimated Go Home Date:

Date in Which Full Balance is Required:

- **If shipping is necessary, the balance due, plus applicable shipping costs must be paid when the Westjet flight quote is received. There are no exceptions.**
- **Balance due can be paid at any time, however it is required in full, 3 weeks prior to pick up.**
- **Pick up arrangements and possible pick-up dates need to be discussed in full with Mythical Dream Maine Coon Cattery upon selection of a kitten.**

Date of \$500.00 Deposit:

Date Balance is Paid in Full:

E-transfer is the only accepted method of payment.

Email address for e-transfer deposits: mythicaldreammainecooncattery@gmail.com

Freedoms Necessary for Longevity and Optimal Health

Freedom from hunger and thirst – access to clean fresh water and a nutrient rich diet.

Freedom from pain, injury, or disease – prevention of illness and disease or rapid diagnosis and treatment.

Freedom from discomfort – provided by a safe appropriate environment including shelter and a comfortable resting area.

Freedom from fear and distress – by ensuring conditions and treatment which avoid mental anguish.

Freedom to express normal behaviour – provide sufficient space and proper facilities for the kitten(s) to grow and thrive.

LIMITED HEALTH GUARANTEE

Mythical Dream Maine Coon Cattery kittens are provided with a 72-hour limited health guarantee stating that the kitten is in good health and is free from viruses, upper respiratory infections, fleas, and worms. TO QUALIFY FOR THIS HEALTH GUARANTEE, THE PURCHASER MUST HAVE THE KITTEN(S) EXAMINED BY LICENSED VETERINARIAN WITHIN 72 HOURS OF PURCHASE AND ADVISE THE BREEDER OF THE RESULTS OF SUCH EXAMINATION. KITTEN(S) GOING INTO A MULTI-CAT HOUSEHOLD MUST BE ISOLATED FOR A PERIOD OF 7 to 14 DAYS. If the kitten(s) is/are diagnosed with a life-threatening illness, and the veterinarian feels the condition was present prior to the sale, Seller must be contacted PRIOR to ANY treatment beginning. Seller will (upon receipt of a statement from the examining veterinarian that the illness was present prior to the sale), pay the cost of the medical treatment (up to \$200.00). Veterinary fees will only be refunded with the presentation of a signed letter from the licensed veterinarian and the receipt, itemizing the treatment and fees. If veterinary costs exceed \$ 200.00 and the Buyer is not willing to pay the difference, the kitten(s) will be returned to the breeder, at the Buyer's cost, for a full refund or a replacement kitten (if available). Shipping to and from the Buyer is the responsibility of the Buyer and will NOT be paid or refunded by Seller. **Failure to notify the Seller of the results of the initial 72-hour examination voids the guarantee in its entirety.**

SELLER'S OBLIGATIONS

1. If the kitten(s) described above perishes within one (1) year of the date of birth due to a lethal congenital or lethal hereditary defect, the Seller will replace the kitten(s) with a kitten(s) of similar or better quality, or refund all or part of the purchase price, at the sole discretion of the Seller. To determine whether the kitten(s) death was caused by a lethal congenital or lethal hereditary defect, the Seller must receive proof of the defect in the form of a complete necropsy and histology report, completed by a licensed veterinarian and performed at the Buyer's expense, together with all veterinary records, diagnostic reports, test results, imaging reports, and complete clinical notes related to the kitten(s) from the date the Buyer took possession until death. Failure to provide complete veterinary documentation shall void any claim under this guarantee.
2. The Seller will have completed age-appropriate vaccinations. These services are provided by a licensed veterinarian. Deworming and preventative flea/tick treatment are provided by the breeder and are noted as such in the vaccination booklet.
3. Kitten(s) will be microchipped prior to leaving.

4. Mythical Dream Maine Coon Cattery kittens(s) will NOT be spayed/neutered prior to leaving the Cattery. Proof of neuter must include a certificate or a letter from the veterinarian that has performed the spay/neuter surgery and must be on the veterinarian's letterhead. Spay/Neuter surgery is the responsibility of the Buyer and must be completed prior to the kitten turning 12 months of age. The litter will be registered with TICA as "Not for Breeding."
5. In the case of kitten(s) being transported by air, the Seller's responsibility for the care and control of said animal(s) ends when an airline approved for the transport of live animals, accepts the kitten(s) and the airline approved kennel in which the kitten(s) are being transported, and have in fact received the kitten(s) for boarding purposes, the airline has then accepted all responsibility for the safe and healthy transport of the kitten(s) to their final destination. Once the Buyer receives the kitten(s) at the destination airport, the Seller's responsibility resumes.
6. If the Buyer is unable to keep the kitten(s), the Seller will be informed immediately. The Seller will then assist the Buyer in finding a suitable new home for the kitten(s). No kitten(s) from this Cattery may be sold or given to an animal shelter, sold or given to a pet store, abandoned, or sold or given to a laboratory.

BUYER'S OBLIGATIONS

1. Mythical Dream Maine Coon Cattery Kitten(s) are provided with a 72-hour limited health guarantee that the above kitten is in good health and is free from viruses, upper respiratory infections, fleas and worms. In order to validate this guarantee, the Buyer must take the kitten(s) to a licensed veterinarian within 72 hours of receiving the kitten(s). This examination is at the Buyer's expense. The Buyer must notify the Seller of any claim under the guarantee immediately. Any necessary treatment or other expenses must be authorized by the Seller prior to treatment.
2. If the kitten(s) is/are diagnosed with a life-threatening illness, and the veterinarian feels the condition was present prior to the sale, the Seller should be contacted PRIOR to ANY treatment beginning. Seller will (upon receipt of a statement from the examining veterinarian that the illness was present prior to the sale), pay the cost of the medical treatment (up to \$200.00). Veterinary fees will only be refunded with the presentation of a signed letter from the licensed veterinarian and the receipt, itemizing the treatment and fees. If veterinary costs exceed \$200.00 and the Buyer is not willing to pay the difference, the kitten(s) will be returned to the breeder, at the Buyer's cost, for a full refund or a replacement kitten (if available).
Shipping to and from the Buyer is the responsibility of the Buyer and will NOT be paid or refunded by Seller.

3. The Buyer agrees to provide the kitten(s) with a clean, pleasant environment, conducive to good health and with adequate space for exercise. At least one litter box will be provided for each cat in the household and will be cleaned daily. The litter box must be of adequate size for a Maine Coon, at its present stage of growth. The kitten(s) will not be caged unless absolutely necessary for the kitten(s) immediate safety or health.
4. The Buyer will provide the kitten(s) with appropriate nutrition, adequate hydration, and routine daily care necessary to support ongoing health and well-being. Fresh water will be provided at all times.
5. The Buyer will provide the kitten(s) with proper veterinary care, routine grooming, oral care, and timely medical attention as needed. Any significant health conditions during the kitten(s) lifetime will be reported to the Seller.
6. The Buyer agrees the kitten(s) will live indoors only and will NOT allow the kitten(s) to free-roam outdoors. Letting the kitten(s) free-roam outdoors is a violation of this contract.
7. If the kitten(s) are found to have been neglected by the Buyer, in ill health, or if the Buyer does not abide by the terms of this contract, the Buyer will surrender said kitten(s) to the Seller unconditionally.
8. Kittens will have been given core vaccinations at 8 weeks and again at 12 weeks by our veterinarian. Future vaccines will be left to the discretion of the Buyer and their veterinarian. Mythical Dream recommends having a veterinarian perform titre testing for core vaccination immunity levels prior to receiving a booster. If immunity levels are acceptable, then no booster shall be given. This is to prevent the over-vaccination of companion animals. Vaccine related illnesses are not covered under the guarantee. Vaccinations are never without risk, please have an open discussion with your veterinarian about this. **Please note that the FIP vaccination automatically voids ANY form of health guarantee!**
9. The Buyer will not de-claw the kitten(s). De-clawing is mutilation of the animal, and a direct violation of this contract.
10. The Buyer will not, under any circumstances, give, sell, or lease the kitten(s) to any animal shelter, research facility, laboratory, pet store, or other commercial or noncommercial enterprise. In the event that the Buyer can no longer keep the kitten(s), the Seller will be contacted immediately as first option to assist in the placement of the animal.

11. The Buyer agrees to provide the Seller with, at the minimum, yearly updates on the kitten(s).

POST-PLACEMENT CARE AND LIMITATION OF LIABILITY

The Seller is not responsible for the nutrition, hydration, grooming, oral care, veterinary care, environment, stress exposure, supplementation, or daily care of the kitten(s) once they have left the Seller's possession.

The Buyer acknowledges that the ongoing health and well-being of the kitten(s) are directly influenced by proper nutrition, adequate hydration, routine grooming, timely veterinary care, environmental stability, reduction of avoidable stressors, and responsible daily care.

Failure by the Buyer to provide appropriate nutrition, adequate hydration, routine grooming, oral care, timely veterinary care, or otherwise meet the kitten(s) ongoing physical and medical needs may contribute to illness, injury, behavioural concerns, or decline and shall void any claim against the Seller related to such circumstances.

The Seller shall not be held liable for health concerns, veterinary costs, illness, injury, behavioural issues, or medical outcomes arising from neglect, delayed treatment, poor nutrition, inadequate hydration, avoidable environmental stressors, inadequate grooming, or failure to provide reasonable and timely care after the kitten(s) have left the Seller's care.

LONG-TERM HEALTH CARE AND/OR LEGAL PROCEEDINGS

1. The Seller strongly recommends pet insurance for the kitten(s) for a minimum of one year. All kittens go home with a complimentary 30-day Trupanion Certificate. This certificate **MUST** be activated by the Buyer within 24 hours of the kitten arriving at their new home. This timeframe is set by Trupanion.
2. The Seller strongly recommends a daily oral health regimen involving brushing of the kitten(s) teeth. Failure to adhere to a proper oral health care regimen can result in gingivitis.
3. The Seller will not be held liable for any veterinary or health care costs occurring while the kitten(s) is/are in possession of the Buyer, except as provided for by the above limited guarantee.

4. The Seller's maximum liability to the Buyer for any and all losses, claims, damages, or liability of any kind shall be limited to the amount paid for the kitten(s) by the Buyer to the Seller under this agreement. Any expenses for health care requested of the Seller by the Buyer will be paid at the discretion of the Seller. If the Buyer fails to comply with any aspect of this agreement, the Buyer forfeits any rights the Buyer may otherwise have.
5. If legal proceedings become necessary, the Buyer agrees that all legal and/or court proceedings will take place in the City, Province and Country in which the Seller resides.



By signing below and initialling where necessary the Buyer hereby indicates that they have read and agree to all terms of the kitten(s) Contract. Upon signage this document becomes a legal and binding contract between the Seller, Mythical Dream Maine Coon Cattery, and the Buyer.

BUYER'S SIGNATURE(s):

DATE:

SELLER'S SIGNATURE:

DATE:

As our first concern is for the well-being of our kittens, we reserve the right to refuse the sale of any kitten(s) to any individual at any time.

