**ACTION FARMS**

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**KITTEN SALES AGREEMENT**

This Kitten Sales Agreement, (the "**Agreement**"), is entered into between ACTION FARMS, KALEB AND ERIN RODGERS("**Seller**"), and \_\_\_\_\_\_\_\_ (collectively the "**Buyer**" whether one or more, and together with Seller, the "**Parties**", and each, a "**Party**").

Buyer’s Physical Address is: \_\_\_\_\_\_\_\_\_\_\_\_

WHEREAS, Seller is in the business of breeding and selling certain breeds of kittens and cats; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer a cat or kitten as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale of Cat or Kitten. Seller shall sell to Buyer and Buyer shall purchase from Seller the cat or kitten (hereinafter referred to as the Cat) as identified below and upon the terms and conditions set forth in this Agreement:

| **Breed: Maine Coon**  |
| --- |
| **Birth Date:** |
| **Sex:** |
| **Microchip #:** |
| **Cat’s Sire: Samson**  |
| **Cat’s Dam: Delilah**  |
| **Breeding Restrictions: NO BREEDING RIGHTS GIVEN**  |

1. Deposit, Fees, and Purchase Price. The Buyer will pay the following deposit, fees, and purchase price for the Cat:
2. Non-Refundable Deposit. A non-refundable deposit will be paid contemporaneously with the execution of this Agreement in the amount of: $\_\_\_.
3. Remaining Purchase Price. The remaining purchase price for the Cat will be $\_\_\_ \_\_\_\_. The remaining purchase price must be paid in full prior to shipping of the Cat, or otherwise prior to or contemporaneously with the delivery of the Cat to the Buyer.
4. Shipping Fee. If applicable, the estimated shipping fee for the Cat (using the Buyer’s address as set forth above) will be $ \_\_\_\_\_. The shipping fee must be paid in full prior to shipment of the Cat to the Buyer and is subject to change. Seller will be notified of any changes in the estimated shipping fee.
5. Boarding Fee. In the event that the Buyer requests a delivery date for the Cat that is past twelve (12) weeks from the Cat’s date of birth, the Buyer will pay a boarding fee for the Seller’s expense in keeping and caring for the Cat in the amount of $\_\_ \_\_\_\_\_\_\_\_ per day from and after said twelve (12) weeks. The boarding fee will be paid in full prior to shipping of the Cat, or otherwise prior to or contemporaneously with the delivery of the Cat to the Buyer. The boarding fee, if applicable, will be waived in the event that and to the extent that delivery is delayed by the Seller for any reason that is beyond the control of the Buyer.
6. Miscellaneous Fees. Any other miscellaneous fees, if any, are set forth below. If none, the following lines will be left blank:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Method of Payment. In addition to cash or certified funds, Seller may accept debit card or credit card payments or payments via PayPal as a convenience to the Buyer; provided that Buyer agrees that no chargebacks or disputes will be filed through a credit card company or financial institution for any reason, and provided that Buyer will pay Seller’s cost in processing the same.
2. Delivery. Seller in good faith anticipates that the Cat will be ready for delivery to the Buyer on and after: [ / [ ] / [ 2022] subject to confirmation that the Seller deems the Cat to be healthy enough to leave Seller’s possession prior to the anticipated delivery date. Unless the Buyer specifically requests delivery of the Cat by shipment, the Buyer will arrange for delivery of the Cat by pickup at the Seller’s address as set forth at the top of this Agreement by contacting the Seller via contact methods as set forth at the top of this Agreement. Delivery by pickup at the Seller’s address is strongly encouraged. In order to avoid boarding fees, the Cat must be delivered on or before: [ ] / [ ] / [ ]. However, the boarding fee, if applicable, will be waived in the event that and to the extent that delivery is delayed by the Seller for any reason that is beyond the control of the Buyer.

Delivery by shipment will only be made by shipment using the Buyer’s address as set forth at the top of this Agreement. If the Buyer’s address changes after the execution of this Agreement but prior to the delivery date, the Buyer is responsible for notifying the Seller in writing of such address change. In the event of an address change, the Shipping Fee will be adjusted by the Seller to accommodate the new address, and the Buyer agrees to pay the adjusted Shipping Fee upon notice by the Seller and prior to shipment of the Cat.

Delivery by shipment will be made via methods chosen by the Seller in Seller’s sole discretion as those methods that would be most humane and be best to ensure the health, safety and welfare of the Cat. The Buyer will strictly adhere to all instructions provided by the Seller for delivery of the Cat via shipping and receipt of the Cat via shipping.

Until such time as the Cat is delivered, the risk of loss of the Cat will be on the Seller. If for any reason Buyer fails to accept delivery of the Cat after Seller’s notice that delivery is ready or complete as the case may be, the risk of loss to the Cat shall pass to Buyer and the Seller may exercise any remedy available at law or in equity to mitigate Seller’s damages and to recover for the same.

Seller will not be liable to the Buyer for delay in delivery of the Cat in the event that the Seller, in its sole discretion, does not believe that the Cat is healthy enough to leave the Seller’s possession. The Buyer will not be responsible for any boarding fee in the event that delivery is delayed for health reasons related to the Cat.

1. Warranties and Parties’ Responsibilities. Seller is in compliance with all applicable regulations or any other breed registry regulations as applicable and makes every effort to ensure that the Cat is healthy at the time of transfer. The Seller guarantees the Cat to be in good health at the time of purchase for a period of forty-eight (48) hours. The Buyer MUST have the Cat examined by a licensed veterinarian (“vet”) within two (**2)** days of receiving delivery of the Cat to validate this guarantee. If Buyer’s vet finds the Cat seriously medically deficient upon this initial examination, the Buyer must provide documentation to the Seller and the Seller’s vet of choice. Failure to provide documentation will void all warranties. Upon Seller’s receipt of and verification that the Cat is seriously medically deficient pursuant to the terms of this Section, the Seller will replace the Cat within the next twenty-four (24) months with a Cat of equal monetary value. If the Buyer wishes to have a Cat of greater value, the Buyer may pay the difference in value to receive a Cat of higher value. Seller reserves the right to determine the monetary value of the Cat. It is the Buyer’s responsibility to return the Cat along with all registration papers, if any, and all other related items. Notwithstanding the foregoing provisions, the Cat is not guaranteed against respiratory disease, fleas, ringworms or any nuisance disease. **SELLER WILL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE BUYER TO COMPLY WITH THE PROVISIONS OF THIS SECTION.**

All of Seller’s cats have completed, as needed, their regimen of immunization to their age appropriate vaccination schedule at time of delivery. It is the Buyer’s responsibility to set up an ongoing appropriate vaccination schedule with the Buyer’s vet. The Seller assumes no responsibility for any illness to other household pets resulting in being exposed to the Cat.

Seller cannot guarantee the Cat against illness or opportunistic parasitebrought on by the stress of moving (from Seller’s location to Buyer’s location), shipping, or motion sickness resulting from being transported. Seller also does not guarantee the Cat to be “worm-free” as this is an on-going process that, once the Cat is out of Seller’s control, is the responsibility of the Buyer. Worms are easily and economically treated, and should they occur **SELLER WILL NOT BE RESPONSIBLE FOR ANY EXPENSES OR OTHER COSTS THAT THE BUYER MAY INCUR.**

If Buyer complies with all the terms contained within this agreement, then Seller warrants the health of the kitten for the first twenty-four (24) months of life against genetic hereditary life-threatening genetic defects involving the heart, liver, and kidneys. Life-threatening is defined as “a genetic abnormality/disorder that will eventually cause the early death of the cat with life expectance of less than 5 years either by the progression of the disease or by recommended euthanasia unless extensive medical care and surgery are preformed beyond the cost of said kitten. This guarantee is for the first twenty-four(24) months of life only. Seller’s only liability and responsibility upon a valid warranty claim will be replacement of the Cat. If a replacement cat is deemed necessary during the warranty period due to an identified genetic life-threatening defect, the replacement will be made for the same or less value of Cat, unless Buyer prefers to pay the difference for a more valuable cat. However, Buyer must return the original Cat along with all registration papers, immunization papers, microchip registration papers, etc. In the unlikely event that a death occurs, a necropsy must be performed by a licensed vet and a copy of the report forwarded to Seller for review by Seller’s vet before determining if a replacement is to be made. If the Seller’s veterinarian concurs that the kitten did indeed pass away due to a genetic defect, the Seller will replace the Cat as soon as one is available. All expenses are at Buyer’s expense including the licensed veterinarian tests, professional diagnosis and necropsy, if applicable, as well as the return shipping and shipping of the replacement cat. If the Cat becomes ill and the Buyer has the Cat euthanized without the Seller’s prior consent, no replacement will be made. If the Buyer declines the replacement cat, then Seller shall be under no further obligation and it will be deemed that the Buyer has released the Seller from any and all further claims, obligations or duty on this Agreement.

This Seller’s warranties do NOT cover any costs associated with spaying or neutering, nor do they cover injury or death from any routine surgical procedure. Seller cannot guarantee size, color, temperament or fertility (including presence of testicles) of any cat. Seller cannot guarantee size or conformation and does not imply or intend to imply any potential and/or prospect of show quality of any cat.

**EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CAT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

**THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.**

1. Recommended Quarantine. Cats can have various reactions to stress. In order to help the Cat to safely adjust to its new surroundings, and also for the protection of other animals that may be in the Buyer’s household, the Seller recommends that the Cat be physically separated in a clean and quiet area with food, water and litter accommodations and be provided with plenty of human attention for at least seventy-two (72) hours upon arriving home with the Buyer. The quarantine area should be disinfected and hands should be washed between handling of different animals.
2. Additional Buyer Representations. The Buyer additionally warrants as follows:
3. That neither the Buyer nor any member of their household has been cautioned for or convicted of any breach of animal welfare law such as neglect, cruelty or abandonment.
4. That Buyer is purchasing the Cat for Buyer only, and not as an agent for a third party.
5. That the Buyer will not use the Cat for any illegal activities and that the Cat will not be used for any type of “kitten mill,” cat farm or other mass producing or money making operation.
6. That the Buyer will not have the Cat de-clawed under any circumstances. Declawing is not humane and can cause litter box problems.
7. Spay/Neuter Recommendation. Seller highly recommends that the Cat should be spayed/neutered by the time that the Cat reaches eight (8) months of age, or begins displaying sexually mature behaviors, whichever comes first.
8. Immune/ Respiratory Health. Pure bred kittens are especially vulnerable to respiratory illnesses. Kitten should be started on Nuvet Plus or Lysine a secondary supplement upon arrival. Kittens have been given both supplements daily from approximately 3-4 weeks of age until they go home. This prevents respiratory illnesses that can cause respiratory infections, distress, and death. Failure to continue regimen throughout the span of the 12 months of the contractual guarantee is considered breach of contract and will void all guarantees and obligations of the seller.
9. First Right of Refusal. Buyer agrees that the Cat will never be sold, leased, or given to any pet shop, animal shelter, rescue, research laboratory or other similar facility. In the event Buyer decides they can no longer care for the cat, wishes to sell, transfer ownership, or give the Cat away, the Buyer agrees to notify Seller immediately and Seller is to be given the first right of refusal. If Seller exercises this right, ownership shall be legally transferred to Seller and Seller will thereafter have no obligations to the Buyer. All registration papers, immunization papers, microchip papers, etc. must be returned with the Cat and cost of shipping, if applicable, shall be at Buyer’s expense.
10. Termination. In addition to any remedies that may be provided in this Agreement, Seller may terminate this Agreement with immediate effect notice to Buyer, if Buyer fails to perform or comply with any of the terms of this Agreement, in whole or in part. Termination of the Agreement by Seller will nullify and void all warranties.
11. Entire Agreement. It is agreed and understood by all parties to this Agreement that this instrument constitutes the entire agreement between the parties, and that the terms and provisions of this Agreement are contractual and not mere recitals. No additional promises, agreements, and conditions have been entered into other than those expressly set forth in this Agreement. This Agreement may not be modified or amended without the written, signed consent of all parties to this Agreement.
12. Survival. Subject to the limitations and other provisions of this Agreement, any provision that, in order to give proper effect to its intent, should survive expiration or termination, shall survive the expiration or earlier termination of this Agreement.
13. Severability. In the event that any provision, paragraph, sub-paragraph, or sentence of this Agreement is declared to be invalid for any reason, it will not affect the validity of any other provision of this Agreement, and all other provisions, paragraphs, sub-paragraphs, and sentences will remain in full force and effect.
14. Waiver. All parties to this Agreement agree that the failure of any party to this Agreement to strictly enforce any term of this Agreement will not ever result in a waiver of such party to subsequently enforce the conditions of this Agreement.
15. Assignment. Buyer shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment, transfer, delegation or subcontract in violation of this Section shall be null and void.
16. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
17. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.
18. Choice of Law and Venue. This instrument will be construed and enforced under the laws of the State of Missouri. Any Alternative Dispute Resolution or legal action arising hereunder will be filed exclusively in the Circuit Court of Barry County, Missouri, and all parties consent to the venue of such Court.
19. Costs of Collection and Attorney Fees. If the Seller in its sole judgment deems it necessary to initiate collection procedures to collect any fees or expenses due pursuant to this Agreement, or to retain an attorney as a result of a breach or alleged breach of this Agreement, the Buyer will reimburse the Seller for all costs, including reasonable attorney fees, incurred by reason of collection or breach.
20. **WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.**
21. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
22. Force Majeure. Any delay or failure of Seller to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

**Signature of ACTION FARMS**



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As agent for ACTION FARMS DATE

\_\_\_Erin Rodgers\_\_\_\_\_\_\_\_\_\_

Print Name and Title

**Signature of Buyer(s)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

Telephone Number of Buyer: \_\_\_\_\_\_\_\_\_

Email of Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_

(Additional Buyer Signature if Applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name