

3HEARTS Persians & Exotics

(405)754-8385

Kitten/Cat Contract of Sale

Birth Date: _____ M / F Color: _____ Price: \$ _____

CFA: _____ Balance Due at Pickup **Minus** Reservation Fee: \$ _____

Sire: _____ Dam: _____

Special Notes:

- A Non Refundable reservation fee of \$200 is required to reserve a cat/kitten.
- **The cat/kitten must be paid in full minus the non refundable reservation fee at time of pickup or 5 business days before being transported.** If at any time the buyer cancels for any reason the non refundable reservation fee is retained by the seller.
- The buyer accepts full responsibility for this kitten and its well-being, this includes providing all necessary essentials such as food/water, shelter, etc. **This cat/kitten must NEVER be declawed. It is an amputation which causes severe pain and life long suffering/trauma.**
- The buyer agrees this kitten will NEVER be sold, leased, or given to another individual, pet facility, animal shelter or research laboratory. Buyer agrees that he/she is not acting as an agent in the purchase of this cat/kitten; and the kitten will reside at the home of the buyer. Health guarantee only applies to the original buyer named on this contract.
- To the best of the Seller's knowledge, the above described kitten is healthy and the Buyer is receiving a healthy cat/kitten, free of life threatening genetic defects. Seller would never knowingly send a sick/injured kitten home. If the above-described cat/kitten is discovered to suffer from a mild congenital defect unknown at the time of sale, which does NOT affect its lifetime or quality of life, there will be no compensation, refund, or exchange of kitten.
- This cat/kitten comes with a guarantee from death caused by a genetic defect until 6 months of age. To validate this guarantee the buyer must have said cat/kitten examined by a licensed veterinarian at the buyer's expense in 72 hours of receiving the cat/kitten and send the breeder a copy of the exam record. Failure to do so cancels and voids any and all guarantees.
- If the cat/kitten dies from a genetic defect within the guarantee period despite medical treatment Buyer must contact Seller immediately. Seller will replace cat/kitten for another one of equal value at seller's own determination when one of

equal value becomes available. Buyer is responsible for all costs involved in receiving the replacement kitten, including but not limited to the cost of airfare or delivery. A replacement cat/kitten will ONLY be provided if a licensed veterinarian certifies the cause of death is from a GENETIC defect AND a necropsy paid for by the buyer concludes a GENETIC defect was the cause of the said cat/kitten's death. No monetary refunds will be given ever. No exceptions.

- The seller is only obligated to the buyer for a replacement kitten so long as 3Hearts Persians & Exotics is still breeding and selling Persian and exotic cats/kittens.

Seller is NOT responsible or liable for any veterinary expenses, fees, or costs incurred by buyer once cat/kitten leaves seller's premises and released to the buyer or transporter if using one. Buyer is responsible for all veterinary and maintenance expenses for the life of the cat/kitten. No medical care is authorized or will be paid for by seller once kitten is released.

- Seller does not guarantee against treatable conditions including but not limited to fleas, uri, bacterial infections, feline herpes, viruses, etc. A mild upper respiratory infection can occur from stress of traveling and relocating to a new home. These nuisances are very treatable and can come from exposure to a new home, vet office, or other animals. Buyer agrees to keep the cat/kitten isolated from other animals in the home until kitten is inspected by a vet. Seller does not guarantee against injury or death as a result of other animals in home.
- **Buyer agrees and understands that he/she assumes all responsibility for the cat/kitten from the moment seller delivers and releases cat/kitten to the buyer OR if being transported once seller releases it to the courier/flight nanny. If the cat/kitten is lost, dies, or injured during flight due to the airline or flight nanny mishap, buyer understands and acknowledges that the buyer will have to pursue any action against the airline or flight nanny for the value of the cat/kitten and NOT against the Seller.**
- **This cat/kitten MUST be neutered/spayed by 8 months of age unless FULL BREEDING RIGHTS are purchased. No Exceptions. Seller will note at the top of this contract if breeding rights are included.**
- CFA blue slip registration papers will then be given to the buyer once the seller receives documents from a licensed veterinarian of neuter/spay. Kittens purchased with full breeding rights will have CFA registration papers sent home with them.
- **Breeding rights are only authorized for the original buyer and may not be forwarded to anyone else for breeding. Seller does not guarantee "show quality" of kittens due to the nature of changes as they mature in which the seller has no control over. If breeding rights were purchased; seller does not guarantee the kitten will be successful in producing kittens/litters. There are a lot of factors including but not limited to the environment, bacteria, viral exposure, stress, etc that can affect the fertility of cats/kittens. Seller has no control of what the kitten might be exposed to once it leaves their premises and therefore can not guarantee future fertility.**

- Seller advises against giving the FIP or Feline Leukemia vaccine. If either of these vaccines are administered to the cat/kitten this guarantee is null and void.
- The Buyer agrees that if any of the above terms are disregarded and if any part of this contract is breached the buyer will pay all court costs and attorney fees. Buyer understands and agrees that any and all legal action which may arise under any provision of this agreement, will be brought in the country, state, county, and city of the seller's residence.

All parties signing this contract consider this to be legal and binding. This contract constitutes full agreement between buyer and seller. No other guarantee, verbal or written is implied. At NO TIME will Cash or Monetary refunds be given. No Exceptions.

Buyer's and Seller's signatures indicate both parties have read and are in full agreement and approval of all above conditions as understood by Rebecca Hernandez of 3Hearts Persians & Exotics.

Breeder/Seller:

**3Hearts Persians & Exotics
Rebecca Hernandez
OK, USA 405-754-8385
3heartspersians.com**

Seller's Signature:

Date:_____

Buyer:

Name:_____

City/State:_____

Telephone:_____

Buyer's Signature:

Date:_____