

PET KITTEN PURCHASE AGREEMENT



This Agreement is Between: (buyer) _____

Zia Maine Coons Owner/Breeder: Angela Courter/Carrie Shows (Seller)

Hobbs, NM 88240

575.441.5000 or 575.390.2558

ziamainecoons@gmail.com <https://ziamainecoonsnm.com>

Buyer Name:	
Buyer Address:	
Buyer Phone:	
Buyer Email:	

This agreement is for the following described Maine Coon Cat (Black Smoke)

Kitten Name:		Sex:	DOB:
Microchip:		Color:	
Registration:	TICA	Transfer Date:	
Dam:			
Sire:			

TERMS:

1. **The Buyer agrees to the purchase price for the kitten listed above to be \$_____.** A **non-refundable reservation fee of \$500** will hold the kitten for the buyer. The Buyer understands this fee is a holding fee and is non-refundable unless the sale is canceled by the Seller (for example, due to not being able to deliver the kitten for any reason). The Seller will accept the holding fee by Cash App (\$Angene03), Venmo (@Angela-McFadinCourter), or Zelle (575)441-5000 (angene03@hotmail.com) Angela Courter, or cash in person (no change will be given so cash must be exact balance). The remaining balance must be paid at (or before) time of pick-up/transport. A purchase receipt will be provided for all transactions. The purchase price does not include delivery/transportation costs. _____ **(Initials of Buyer)**
2. **The Seller** agrees to the following upon the transfer of ownership of the kitten:
 - a. The kitten will be screened by a state licensed veterinarian before transfer to the Buyer.
 - b. The kitten will be FeLV & FIV negative on the date of sale.
 - c. The kitten will have received age-appropriate vaccinations and deworming, with copies of such records provided to the Buyer.
 - d. The kitten will be microchipped.
 - e. The kitten will have a 72-hour warranty for viral or bacterial diseases.
 - f. The kitten will have a one-year warranty for congenital and hereditary defects that adversely affect the health of the kitten.
 - g. **The kitten is sold as a pet only** and will be sterilized by the buyer before the kitten is 9 months old. Once proof of sterilization is sent to the seller, transfer of ownership with TICA registration papers will be provided to the buyer.

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- h. The Seller will provide copies of comprehensive DNA tests and pedigrees of both parents of the kitten. DNA results will show both parents to be free from having or carrying genes for 40+ genetic diseases, including:
 1. Hypertrophic Cardiomyopathy (HCM)
 2. Polycystic Kidney Disease (PKD)
 3. Pyruvate Kinase Deficiency (PKDef)
 4. Vitamin D-Dependent Rickets
 5. Congenital Adrenal Hyperplasia
 6. Sphingomyelinosis (Niemann Pick Disease) Type A, C1, C2, and IA
 7. In addition to the DNA test, both parents will undergo heart and hip testing by a state licensed veterinarian prior to breeding.
 - i. The Seller assumes NO responsibility for Buyer's (or anyone else in the Buyer's household) allergies, disapproval of landlord, lack of proper housetraining, etc. No monies will be refunded for these reasons. _____ **(Initials of Buyer)**
3. The Buyer agrees to the following upon transfer of the kitten:
 - a. The Buyer is aware of the needs and the responsibilities of caring for a Maine Coon kitten. These beautiful animals can grow up to 25 lbs. or more and can live upwards of 15 years or more. In addition, they require regular, frequent grooming.
 - b. The Buyer agrees to provide an appropriate environment to promote the overall health and well-being of the kitten. This includes always providing fresh water, high quality food, and ample play and rest areas for the kitten, and maintaining the kittens/cat at a proper weight.
 - c. The Buyer must seek timely health care as needed for the kitten/cat.
 - i. *The Buyer must have a veterinary exam of the kitten within 72 hours of transfer **(at the buyer's expense)**, or all warranties are null and void.*
 - d. The Buyer agrees to **NEVER** declaw the kitten/cat.
 - e. The kitten/cat is sold as an indoor pet only. The kitten must have adequate supervision and/or provide an enclosed area for outdoor playtime.
 - f. The Buyer agrees to have the kitten/cat examined by a licensed veterinarian at least annually. In addition, Buyer shall consult their veterinarian for any health questions regarding the health of the kitten/cat in a timely manner.
 - g. The Buyer understands that all veterinarian costs and any other costs relating to the day-to-day and/or preventative care of the kitten/cat are the Buyer's responsibility.
 - h. Not adhering to the agreements above will void all warranties. _____ **(Initials of Buyer)**
4. **Transfer of Ownership of the Kitten:** Until the kitten is fully paid for and picked up/delivered to the Buyer, the kitten belongs to and is the responsibility of the Seller. Any outstanding balance owed by the Buyer will be paid prior to transfer of the kitten/cat. Once the kitten is both paid for and in possession of the Buyer, the Buyer takes full responsibility and ownership of the kitten. The Seller will provide all paperwork related to the health, registration, and ownership of the kitten at this time.

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5. **Pickup/Delivery:** The kitten is expected to be picked up/delivered by the date agreed upon by both Seller and Buyer in form of email or text. If the kitten cannot be picked up/delivered on the agreed date for any reason of the Buyer's, the Buyer agrees to contact Seller at least 24 hours in advance of scheduled pick-up or date of departure for delivery. If the kitten is not picked up on the agreed date, and the Buyer has not contacted the Seller, the Buyer will forfeit the reserved kitten and any payment made to that point. All travel costs for delivery are to be paid prior to departure date, and these costs will also be forfeited if prior notice is not given. The kitten will then be made available for sale to someone else. If for any reason the kitten is not ready to be picked up by the agreed date due to health of the kitten, or health of Seller, or any other circumstance of the Seller, the Seller will notify Buyer as soon as practical and arrange for an alternate pick update, or refund of payments made if no other date can be agreed upon by both parties.
6. **Shipping/Transport:** The purchase price of the kitten does not include any shipping or transportation. The Buyer may pick up the kitten in Hobbs, New Mexico or arrange for the Seller to deliver the kitten to an agreed upon location. The cost for delivery is in addition to the purchase price stated in this agreement. The Seller may agree to meet the Buyer at a location other than Hobbs, New Mexico to deliver the kitten, however, there will be additional transportation/travel costs for this service. The amount of the cost will depend on the meeting location and will be added as an addendum to this agreement. Shipping/Transport costs will be paid in full by the Buyer prior to agreed dates of travel.
7. **Rehoming:** In the event the Buyer feels they must dispose of or rehome the above-described kitten for any reason, and cannot find a suitable home, Buyer may notify Seller. The Seller will take the kitten/cat back into possession/ownership. This does not entitle the Buyer to a refund. The cost of transporting the cat/kitten back to the Seller is the responsibility of the Buyer.

Warranty: The Seller offers the following one-year health guaranty for the purchased kitten. Congenital or hereditary conditions specifically covered by this warranty are outlined in this agreement in Section 2(h).

There are no warranties for attributes out of the Seller's control including, but not limited to: environmental diseases, final weight, and size of the cat/kitten. Shipping and Transportation costs are also excluded from the warranty. In all instances of the warranty, the Buyer will be asked to provide complete veterinarian and health records which would include wellness exams as well as any treatment records.

The Seller warrants the kitten to be free of viral or bacterial disease for 72 hours after the transfer of the kitten. If the kitten is found to have a viral or bacterial disease by a state licensed veterinarian within 72 hours of possession, the Seller will reimburse the Buyer the cost of the treatment up to \$150.00 if requested documentation is received. If the Seller determines the cost of the care to be unreasonable, the Seller has the right to seek a second opinion from a state licensed veterinarian of their choice. At the option of the Buyer, instead of reimbursement, the Buyer may choose to return the kitten and receive a replacement kitten of equal value. The purchased kitten must be returned to (or arrangements made with) Seller to pick up within 48 hours of diagnosis. The Buyer must provide the Seller with all documentation and receipts from the licensed veterinarian indicating the disease and course of treatment required. The cost of returning the kitten

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will be the responsibility of the Buyer. If a replacement kitten of equal value is not immediately available, the Buyer will be given priority of choice for the next available kitten of equal value.

The Seller warrants the kitten to be free of hereditary or congenital defects, that adversely affect the health and quality of life for the kitten, for one year from date of transfer. _____ **(Initials of Buyer)**

Specific Warranty Exclusions: Our warranty specifically excludes items that are not listed above. Examples of such conditions are:

Illness that is environmental in nature such as Feline Leukemia; accident; digestive related illnesses, including ingesting foreign objects; periodontal disease, or cancer.

This warranty is in effect beginning the date of transfer and until one year has passed or Zia Maine Coons of New Mexico Cattery closes, whichever happens first. This warranty is not transferable. Treatments for preventative care such as regular exams, vaccinations, parasite treatment are not covered.

*****The total liability of the Seller shall in no case exceed the purchase price of the kitten (excluding transportation/shipping costs).** If Buyer chooses a replacement kitten after some prior warranty claim has been paid by the Seller, the Buyer is responsible for the cost difference. _____ **(Initials of Buyer)**

8. **Applicable Law:** To the extent permitted by law, this Agreement shall be construed in accordance with and governed by the laws of the State of New Mexico. Should any disputes arise, jurisdiction shall remain in Lea County, New Mexico.
9. **Severability:** The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause. If possible, any unenforceable or invalid clause shall be modified to show the original intention of the parties.

We, the undersigned, have fully read, understand, and agree to the terms outlined in this document. We consider the document to accurately represent the agreement between the parties. Neither party may modify the agreement without the consent of the other party in writing.

BUYER SIGNATURE: _____ **DATE:** _____

SELLER SIGNATURE: _____ **DATE:** _____