

SPECIFIC KITTEN CONTRACT- Kitten Must Be Spayed or Neutered

Buyer:	Address:
Email:	Phone:
Date of Litter:	Queen:
Date of Pick Up:	Stud: "ZuZu" (CFA Registered Name "Ultimate")
Date Deposit Received:	Purchase Price for Kitten Selected: \$2500
Kitten Selected:	Remaining Balance: \$2000
Description: Largest silver male kitten	CFA Registration Number: TBD

Payment Schedule:

(Interim payments, below, are required to avoid last minute cancellation and non payment)

01/13/2019	\$500.00	<i>Total Deposit Received via PayPal</i>
02/12/2019	\$500.00	<i>Due upon signing Kitten Specific Contract</i>
02/17/2019	\$500.00	<i>Interim Payment (Vet)</i>

Final Payment Options:

3/05/2019	\$500.00	
03/10/2019	(if shipping - \$200 for shipping expenses)	
03/13/2019	\$500.00	<i>Final Payment PayPal: 3 days prior to Pick Up</i>
03/16/2019	\$500.00	<i>Final Payment: if cash pay at Kitten Pick Up</i>

For those shipping*, see next page. If, due to weather, kitten cannot be shipped via air pet cargo, it is the Buyer's responsibility to make arrangements to pick up the kitten from Tampa, Florida within 7 days.

Kitten Pick up: on or before March 16. Delivery within Florida may be available for a fee.

Non Refundable: Upon signing of this Specific Kitten Contract, you expressly agree that all deposits and payments become Non Refundable. Upon your signature below, this kitten will be considered "sold" to you and not advertised as available or shown to any potential purchasers. If you change your mind, for whatever reason, *even a really good reason*, you agree by your signature below that all monies paid by you shall be retained by the Breeder as Liquidated Damages, as our ability to find a forever home for this kitten has been compromised by identifying it as "sold" and failing to advertise it in the regular course of business.

THE BUYER HAS READ ALL 5 PAGES OF THIS CONTRACT, PERSONALLY SELECTED A KITTEN, AND AS INDICATED BY HIS OR HER SIGNATURE BELOW AND INITIALS ON EACH PAGE, ACCEPTS AND AGREES TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS GOVERNING THE PURCHASE AND SALE OF THE KITTEN.

Date _____ 2019 Signature of Buyer: _____

TERMS AND CONDITIONS

***SHIPPING INFORMATION:** We ship Delta Pet Cargo. Cost of flight averages \$244. You will pay this directly to Delta. I will buy an approved flight crate (est. \$65), blanket (\$12), two screw on food bowls (\$18), pay the vet for the USDA required Flight Health Certificate (\$45), schedule the flight, and deliver the kitten to the TPA airport two hours prior to the kitten's flight- usually at 5:30am. My flat fee for my part, including costs of all goods, certificates, and delivery is a flat rate of \$200 due via PayPal three days prior to shipping. I will coordinate via Delta as I am very familiar with their procedures and requirements. I receive no benefit from Delta, I have just had good experiences shipping with them. If Delta does not fly to an airport near you or for any reason you choose to coordinate with United or another airline, you must coordinate the flight and coordinate the schedule with me. If using another airline, that does not allow COD and you will need to prepay for the flight.

A LIFETIME OF SUPPORT:

We have been raising and loving Maine Coons for 20 years and hope to do so for another 20 years. At any time for any reason, you can reach out to us with questions about your Maine Coon kitten. We love to talk Maine Coons and look forward to providing you with a lifetime of support. We welcome you to the Atty Kats Nation!

SPAY/NEUTER AGREEMENT- PET ONLY -NOT FOR BREEDING

I, _____, "Adopter," understand and agree that the above described Maine Coon kitten is being adopted and/or purchased by me solely as a pet for myself and/or my immediate family. I understand and agree that this kitten must be spayed or neutered after 4 months of age and prior to 8 months and proof of same sent to kittens@attykats.com. I understand and agree that I will receive limited CFA registration of my kitten within ten (10) days of my written request after providing receipt of proof of spaying or neutering.

I, _____, understand and agree that the adopted Maine Coon may not be bred under any circumstances. If I am unable to afford to spay or neuter my cat prior to 8 months of age, I will notify Breeder, and, if required for the well being of the kitten, return the kitten to the Breeder. Ownership of this kitten does not transfer until this kitten is spayed or neutered. If this adopted Maine Coon becomes pregnant or is used for breeding, intentionally or otherwise, adopter agrees that Breeder retains ALL ownership rights to the cat, payments made by the adopter shall be considered liquidated damages to the Breeder, and the Breeder may, without objection from Purchaser, reclaim the adopted Maine Coon and all of its offspring and/or monies received in payment for offspring and spay or neuter the cat at the sole expense of Adopter.

POSITIVE POSTING AND KITTEN UPDATES:

Atty Kats European Maine Coon Cattery in Florida is on Facebook. Follow Us! Like Us! We are an internet based business and the highest compliment you can pay to us is positive posting on social media. If you have been pleased with the kitten selection and purchasing process and love your new kitten, we ask that you go to <https://www.facebook.com/big.mainecoons/> go to Reviews and write a FIVE STAR review about your positive experience, then post a photo of your gorgeous kitten and continue to post photos as your kitten grows! Everyone loves the kitty photos! Follow us and like us on Instagram, too! [Instagram.com/attykatsmainecoon/](https://www.instagram.com/attykatsmainecoon/)

HEALTH GUARANTEE- Well Visit required at your vet within three (3) days of pick up!

(declawing this kitten voids the health guarantee)

Our commitment to our cats and to you: We at Atty Kats utilize all resources available through our regular vet, specialist vets, and genetic testing to ensure that we are breeding the healthiest cats to create the healthiest kittens for you. However, kittens are living beings and, as such, we cannot guarantee that your kitten or cat will never become sick or develop a disease. We love our cats who live in our home and we take very good care of them. We spend over \$10,000 a year with our vet in ongoing care, testing, preventative medicine, and certifications. We want you to have the same great experience with your kitten that we have with our cats, so we offer an Initial Health Guarantee and a Long Term Health Guarantee, as described below.

Initial Health Guarantee: This kitten is guaranteed healthy upon delivery or arrival, and for a period of 72 hours thereafter if vetted within that time. Schedule this well visit in advance as the three day window for the well visit will not be extended and failure to vet your kitten within three days voids this warranty. We understand that vet offices are closed on weekends and holidays, but viruses don't respect office hours and if we extend the limit, we could end up being responsible for illnesses incurred by your kitten after leaving our care.

Your kitten is healthy and fit for delivery as indicated in the Florida Health Certificate provided to you when you picked up or received your kitten. Your kitten has had all of its initial shots, has been blood tested free from feline leukemia virus (FeLV) and feline immunodeficiency virus (FIV). There is no test for FIP*. **It is recommended that your new kitten be quarantined during the initial 72-hour period so it can acclimate to its new surroundings without the stress or risk of meeting new animals.**

In the first few days home, your kitten may experience common stress related issues due to shipping/rehoming such as cold like symptoms including, but not limited to, runny nose, eye discharge, sneezing, lack of appetite, constipation, as well as stress induced diarrhea. Changing the kitten's food can also result in diarrhea. Such symptoms are not included in this guarantee and are normal upon transition and usually of short duration. Injury during shipping is out of our control and is not covered. Shipping is a courtesy provided to purchasers and all risk of shipping is purchaser's risk including illness or injury resulting therefrom. **Failure to have your kitten checked by a licensed veterinarian within 72 hours will void any health guarantee.**

Well Visit. You must take your kitten to a licensed veterinarian of your choosing within three (3) business days (72 hours) for a "well visit," at your expense. The purpose of this visit is to schedule your booster shots for your kitten and to have your vet perform a thorough exam and confirm, as indicated in the Florida Health Certificate, that your kitten is healthy.

Sick Kitten- Return to Breeder within three days. (In 20 years of breeding kittens, we have never once had a kitten certified as unfit and returned to us). If your veterinarian provides a *written opinion* that the kitten is unfit for sale under Florida law because of an untreatable or life-threatening issue, you must immediately return the kitten to the breeder *within the three (3) days of purchase* for replacement with a comparable kitten as soon as one is available. If your vet institutes any treatment or administers any medications (as opposed to your returning the kitten immediately to Breeder for treatment by her vet) you are responsible for all vet bills. You agree that the Breeder does not pay any of your incurred veterinarian bills under any circumstances from your date of purchase, forward.

Health Guarantees Continued:

Replacement Kitten/Costs. If you return a sick kitten within three days of purchase, the Breeder will replace the kitten with another kitten of equal value when a kitten is available. If no kitten is immediately available, purchaser agrees to accept a replacement kitten within a one year period. Breeder cannot guarantee color of replacement kitten but will use her best efforts to replace the kitten with a similar kitten of equal value. Breeder reserves the right to issue a cash refund. You agree that the Breeder does not pay or refund any shipping costs. You agree that the Breeder does not pay or refund any vet bills or related expenses.

Long Term Health Guarantee. The kitten is guaranteed against congenital defects for TWO YEARS. Should your kitten die within two years from its birth date as a direct result of a congenital defect, the cat will be replaced ONLY if an appropriate necropsy is performed by a licensed veterinarian and a veterinarian's certificate is provided as proof of cause of death. A replacement will be made of a kitten of comparable quality and value, as available, at the discretion of Breeder. You agree Breeder has no liability and will not pay your vet bills. The following events void this agreement: spaying or Neutering prior to 4 months old; failure to spay or neuter between 4 months and 8 months old; declawing; failure to timely provide boosters and vaccinations, including annual vaccinations for your kitten.

***FIP Disclaimer.** Buyer understands that Feline Infectious Peritonitis (FIP) is a viral disease of cats caused by certain strains of a virus called the feline coronavirus. The coronavirus is as common in cats as the common cold is in humans and normally not dangerous at all. Cats infected with coronavirus generally do not show any symptoms and it resolves itself just like the common cold. However, in a small percentage of cats infected with the coronavirus, either by mutation or an anomaly of the immune response, the infection progresses into clinical FIP. Once a cat develops clinical FIP the disease is progressive and almost always fatal. Your kitten can contract FIP with contact with another cat carrying FIP. There is no definitive tool for detecting FIP in live cats at this time and there is no cure. Just because a cat tests positive for coronavirus does not mean that it has or ever will develop FIP. Because the coronavirus is so prevalent in domestic cats *it is impossible to guarantee against it or FIP.* HOWEVER, as a courtesy the Breeder will cover your new kitten for two months from the date of delivery, against death due to FIP if the diagnosis is confirmed by a licensed vet by necropsy or written statement that the cat exhibited all signs and symptoms of a death due to FIP. In this unfortunate event the Breeder agrees to replace this kitten/cat with a kitten of equal value at such time as one becomes available within one year. (In 20 years of breeding Maine Coons, AttyKats has never been advised of a single kitten or cat who contracted coronavirus or died from FIP).

Miscellaneous provisions:

Breeder Cancellation: The Breeder reserves the right to cancel the sale for any reason. If the Breeder cancels a sale for any reason Breeder will move you to the first position on the Reservation List for the next available kitten or offer you a full refund of all payments made to that point.

No Rehoming. If at any time in the first year, you become unable or unwilling to care for your kitten and need to rehome it, you must return the kitten (at your expense) to the Breeder. Breeder maintains a list of available, pre qualified forever homes. Breeder does not and will not buy back your kitten. You forfeit your purchase price by returning the kitten, *even for a really good reason.* If you sell your kitten to a third party, you are in breach of this contract, the health guarantee is void, and you will not receive registration papers. If you rehome the kitten to a third party without spaying or neutering it before transfer, you agree to liquidated damages of \$500 per day for up to 10 days until Breeder receives proof that the kitten is spayed or neutered. If the kitten is older than one year, contact the Breeder regarding the desire/need to rehome your kitten and Breeder will either direct you to return the cat to her (at your expense) on the same terms and conditions set forth above or Breeder will assist you in rehoming the kitten to a forever pet home.

Legal:

Binding Arbitration/Choice of Law/Choice of Venue. Any legal action asserted by Buyer which may arise under the terms of this contract will be resolved ONLY through binding arbitration in Hillsborough County, Florida, at Buyer’s expense. Buyer and Seller shall agree upon an Arbitrator, in the event they cannot agree upon an Arbitrator within ten days of receipt of a written notice of a dispute, then Seller shall select said Arbitrator. In no event shall Seller’s liability to Buyer including legal fees and costs exceed the purchase price of the kitten. This limitation on damages is a material term of this Agreement. The enforceability of the arbitration clause will also only be determined in Hillsborough County, Florida. The parties agree that Florida law controls. The Buyer agrees that any action or claim brought by Buyer against Seller for breach of this Agreement or for loss or damages due to negligence or for any other reason must be brought through binding arbitration, as indicated above, within one (1) year of the date such claim or loss occurs and that Buyer’s damages are limited to the purchase price of the kitten. Buyer expressly waives the statute of limitations and agrees to assert any claim within 365 days of the date Buyer knew or should have known of the issue giving rise to the claim. You expressly agree that Buyer has zero liability for your vet bills. Your remedies are limited to return of the kitten and receipt of a replacement kitten if the kitten becomes ill within three days of your pick up date or in honoring the health guarantee.

Non Disparagement Agreement. No Negative Postings. (In 20 years, I have never had a dissatisfied kitten owner – but just in case, we include this provision). I understand that if I have an issue or concern regarding my kitten, AttyKats cattery, Angelina Whittington, or in any way related to this contract or my purchase of a kitten, *my remedies are limited to binding arbitration*, as set forth above. I agree that *under no circumstances* will I utilize the internet, any form of social media, any written advertising, or speak to anyone, other than an arbitrator, my lawyer, or my vet, to express such concerns. I understand that the negative impact of such written statements, even if true, cannot be measured, and therefore agree to liquidated damages in the amount of \$500 per day for each day such negative statements posted by me or at my direction remain public. To be clear, I will never post any negative information (even if true) regarding my kitten, AttyKats Cattery, Angelina Whittington, or any matter related to this Contract.

Entire Agreement. This Agreement (PAGES 1-5) represents the entire agreement between the parties. Liability for shipping is solely on the Buyer after Breeder delivers kitten to Delta Cargo. Flight cargo dates and times are provided by shipper and are at the sole discretion of the Shipper in coordination with the carrier’s schedule. Seller and Buyer have made no other agreements, payments, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

Signature of Buyer: _____ Date _____ 2019

Printed Name of Buyer: _____

Acknowledgement of Receipt I acknowledge that I have read and agreed to all terms set forth above, that I have received Florida Statute 828.29 disclaimer, that I have received the kitten into my possession, that I have inspected the kitten and it is in good health, and that I will take it for a “well visit” at my vet within three (3) days. I understand that from this point forward, I am solely responsible for my kitten’s vet bills and related expenses and the Breeder has no further liability except as set forth herein. I agree to provide a loving, forever home for this kitten.

Date _____ 2019 Signature of Buyer: _____

Florida Statutes Section 828.29 Disclosure:

It is the consumer's right, pursuant to section 828.29, Florida Statutes, to receive a certificate of veterinary inspection with each dog or cat purchased from a pet dealer. Such certificate shall list all vaccines and deworming medications administered to the animal and shall state that the animal has been examined by a Florida-licensed veterinarian who certifies that, to the best of the veterinarian's knowledge, the animal was found to have been healthy at the time of the veterinary examination. In the event that the consumer purchases the animal and finds it to have been unfit for purchase as provided in section 828.29(5), Florida Statutes, the consumer must notify the pet dealer within 2 business days of the veterinarian's determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal and receive reimbursement for certain related veterinary services rendered to the animal, subject to the right of the dealer to have the animal examined by another veterinarian. Reimbursement for veterinary costs may not exceed the purchase price of the animal.