



Luna Mystique Maine Coons

Mammoth Cave, KY 270-286-6272 Email: LunaMystiqueMaineCoons@yahoo.com www.lunamystique.com

Kitten Sale Contract

Today's Date: _____ Buyer Name: _____

Buyer Address: _____

Buyer Email: _____ Buyer Phone: _____

Breeder: Tonya McIntosh Cattery: Luna Mystique Maine Coons

Kitten Name: _____ Requested Name of Kitten for Pedigree: _____

Kitten Gender: _____ Kitten Date of Birth: _____ Litter Identifier: _____

Litter Dam: _____ Litter Sire: _____

Kitten Breed: Maine Coon Kitten Color/Pattern: _____

Date Range Available for Buyer to Pick up Kitten: _____

Pickup Details: In person pickup, meet in Munfordville, KY

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1. **Price:** Kitten purchase price is \$2800. This price does not include any transport fees or delivery. The non-refundable deposit to reserve a kitten is \$1000. The remaining balance of \$1800 is payable in cash only upon pick up the kitten.
 2. **Discount Options:** Buyer may take a \$100 discount from the price of the kitten by making payment in full at the time of the deposit. Additionally, if purchasing two kittens, an additional \$100 discount will be given on the second kitten.
 3. **Non-Refundable Deposit:** If the Buyer decides against purchasing the kitten or does not complete the pickup of the kitten on the agreed upon date, all previous payment is forfeited by the Buyer (even if purchase price was paid in full at the time of the deposit). No refund shall be due or payable to the Buyer and the Breeder is free to sell the kitten to another buyer. However, if the Breeder fails to provide the kitten as agreed, the full purchase price, including deposit, will be refunded or transferred to a future kitten, at the option of the Breeder.
 4. **Kitten Appearance:** The Breeder makes no guarantees of the kitten's future color, size, coat type, traits, temperament or whether the kitten will be exhibition quality.

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5. **Kitten Registration:** The kitten will be eligible to be registered with TICA or CFA once the kitten has been spayed or neutered. Registration forms will be issued within 45 days of the Buyer providing proof of alteration of the kitten (details in Section 6). The registration form will be submitted and processed by the Buyer with the appropriate registry.
6. **Desexing Kitten/No Breeding Rights:** This kitten is being purchased as a pet and no breeding rights transfer with this kitten. This means that this kitten is not to be used for breeding for ANY PURPOSE, by the Buyer or by a third party. The Buyer agrees to have the kitten altered (spayed or neutered) at the Buyer's expense at the age of: No earlier than 6 months and no later than 8 months. The Buyer will provide the Breeder with proof of sterilization from a licensed veterinarian. This documentation must provide a full description of the kitten plus the microchip identification number, typed on letterhead and signed by the veterinarian, stating that the kitten has been sterilized, and must fall between the dates of: _____ . If the kitten is not sterilized per this agreement and within the above date range, the Buyer will be in breach of contract and will immediately owe the Breeder \$10,000, due and payable to Tonya McIntosh of Luna Mystique Maine Coons. Additionally, at such time all health warranties are null and void, and no registration form will be provided. The \$10,000 penalty is not for purchase of breeding rights, but a penalty for breach of contract. If the Buyer's veterinarian determines that the kitten cannot be sterilized by 8 months of age for a medical reason, the Buyer shall provide the Breeder with documentation from the veterinarian, and a grace period of 4 weeks may be added to this deadline, at the discretion of the Breeder. If the Buyer chooses to rehome this kitten prior to 8 months of age, the Buyer is still bound by the terms of this contract and required to sterilize the kitten prior to rehoming. The Buyer shall also stipulate with their veterinarian that Ketamine will NOT be used in sedation for sterilizing, nor any other procedure. If used, this will void all warranties.
7. **Transport of Kitten:** Pickup of the kitten (and any costs associated with this) will be the responsibility of the Buyer. The Breeder may agree to meet at a pickup point, but this will be determined at the time of deposit and the Breeder is under no obligation to transport the kitten if not agreed upon in advance. Once the Buyer or his/her agent takes possession of the kitten (Acceptance of the kitten), ownership and responsibility are transferred to the Buyer and the Breeder is released of any responsibility for the safety of the kitten. If the Buyer does not pick up the kitten in Mammoth Cave, KY or the previously agreed up on location by the date range specified, the Buyer will incur a \$15 per day boarding fee that must be paid prior to the kitten being released. If the kitten is not picked up or transported within 30 days from the specified pickup date agreed upon, the Buyer will forfeit the kitten and all money that has been paid to that date. The Breeder will be free to sell the kitten to another buyer and no refund shall be due to the Buyer.
8. **Airline & Courier Transport:** The kitten shall not be transported via cargo with any airlines, nor with any group courier services that have other animals being transported. Contact with other animals prior to 14 days voids all warranties.
9. **Closed Cattery, No Visitors:** Our cattery is a "closed" facility, meaning that we do not allow any visitors and any new cats that we acquire go through a strict quarantine process before entering our cat population. This ensures the health and safety of our cats and our family. The Buyer and Breeder shall meet an agreed upon location for any transactions, including Acceptance of the kitten. The Buyer shall be allowed to inspect the kitten at pickup before accepting the kitten. If the Buyer is not satisfied with the general condition of the kitten, the Buyer shall be allowed to refuse the kitten and take a credit for a future kitten. Once the Buyer accepts the kitten, the option for refusal is voided.
10. **Required Quarantine:** If the Buyer has other animals, the Buyer agrees to quarantine the kitten for 14-21 days with no contact between the kitten and the other animals in the home (this includes the initial transport home).

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11. **Food and Care:** The Buyer agrees to keep the kitten on the same food that the Breeder recommends for a minimum of 60 days after the kitten goes home. Extreme dietary changes during this time of transition can result in major health issues. After 60 days, the food can be very slowly changed to any other premium food, but the kitten needs to remain on “kitten” formula food for up to at least one year of age, or more, if preferred. Buyer shall provide adequate care for the kitten, including, but not limited to: fresh water at all times, veterinary care when warranted and for routine care when needed, no declawing at any age, and kitten shall be kept indoors at all times, unless on a harness with close supervision, or in an outdoor enclosure safe and suitable for a cat that does not allow for outside cat contact due to disease risks.
12. **No Declawing:** The Buyer agrees to NEVER declaw the kitten, at any age.
13. **Testing of Parents and/or Grandparents of Kitten:** Luna Mystique Maine Coons does the following health testing on all breeding cats: A) DNA testing by Optimal Selection to test specifically for HCM (hypertrophic cardiomyopathy), SMA (Spinal Muscular Atrophy), PKDef (Pyruvate Kinase Deficiency), all genetic diseases known to afflict Maine Coons. B) Echocardiograms by a licensed cardiologist veterinarian.
14. **Health Care of the Kitten at the Breeder:** Health records shall be provided upon pickup or may be mailed at the preference of the Buyer. Prior to leaving, the kitten will be examined by our veterinarian for a general health exam. The Breeder will administer all deworming medications needed, treat for fleas if necessary, and administer FVRCP vaccinations at 8 weeks and 11 weeks of age. The kitten will require a minimum of one additional FVRCP dose at 14 weeks of age, and this is recommended to be a non-adjuvanted vaccine to prevent the risk of injection site sarcomas. The kitten will also require a rabies vaccination prior to age 16 weeks.
15. **72 Hour Health Guarantee:** The Breeder provides a 72 hour health guarantee – if the Buyer wishes to have the kitten examined by a licensed veterinarian within the first 72 hours after Acceptance, and the veterinarian finds any life-threatening and untreatable illness in the kitten, the kitten can be returned immediately to the Breeder and a replacement kitten will be provided when available. The Breeder, at no time, is responsible or liable for any costs associated with the medical care nor transport if returned. The kitten must be returned within 24 hours of notification from the veterinarian that confirms a life-threatening and non-treatable illness.
16. **Two Year Health Guarantee:** For a period up to 24 months of life from the date of birth of the kitten, the Breeder guarantees the kitten to be free from life threatening congenital defects.
 - a. Should the kitten die during that time as a direct result of a congenital defect, a necropsy must be performed by a licensed veterinarian and a certificate provided as proof of cause of death, along with all vet records. The Breeder must be notified within 24 hours of the death.
 - b. If the kitten is found to be medically deficient due to a life threatening and untreatable congenital disease by a licensed veterinarian before 24 months of age, the Breeder is to be notified within 24 hours and provided with all records from the veterinarian, and the Breeder reserves the right to have the kitten examined by a second veterinarian of our choice.
 - c. Remedy for a. and b. above: If the kitten is proven to have died or is diagnosed with a congenital, life-threatening illness that is untreatable, the Breeder will replace the kitten within 12 months. In the event that the kitten is diagnosed and not deceased, the kitten must be returned to the Breeder at the Buyer’s expense within 5 days of the diagnosis and proof of illness covered. The Breeder may extend the alternative offer of a 50% refund of purchase price instead of a replacement kitten, at the discretion of the Breeder.

- d. Exclusions to the Health Guarantee: All warranties exclude any illness not directly related to a congenital disease, including accidents, illnesses due to improper care, minor or easily treatable conditions, any viral, bacterial or protozoal infections that are easily transmissible in locations such as at a groomer or vet’s office. The warranty excludes FIV, FeLV and FIP. Luna Mystique Maine Coons has negative FIV/FeLV tests on every adult cat in our cattery. FIP is not known to be hereditary and most cats harbor the coronavirus responsible that can mutate into FIP in certain cats under stressful situations. This is not an illness that can be predicted or bred out, therefore it is not covered in our health guarantee.
 - e. At no time will any expenses incurred (including vet bills or diagnostic fees while in the Buyer’s possession), regardless of warranty status, be the responsibility of the Breeder. The Breeder shall never be responsible for providing any value beyond a replacement kitten.
17. **Trupanion Insurance:** The Breeder shall provide an opportunity for one month of free pet medical insurance via Trupanion at no charge to the Buyer. This requires the Buyer to activate the insurance in the 24 hours prior to Acceptance of the kitten, and if this is completed, the kitten is protected from the minute the kitten is picked up. The Buyer does have 24 additional hours to activate Trupanion, and in that case the coverage would begin upon activation, not from moment of pickup. Terms and Conditions of Trupanion are not covered under this contract and the Buyer will need to contact Trupanion for details regarding coverage, deductibles, etc. The Breeder is not part of the relationship between the Buyer and Trupanion, the Breeder does not pay any fees associated with this insurance. At the end of the free 30 day period, the Buyer will need to enroll and pay for Trupanion coverage to continue. *NY residents must enroll at time of free activation.
18. **No Transference of Warranty:** This warranty is between the original Buyer and the Breeder only.
19. **Confidential Proprietary Information:** All information provided by the Breeder including policies, any disputes, health testing results, shall remain confidential and shall not be shared to third parties or divulged in social media, internet resources or word of mouth, unless otherwise required by law. This includes third parties as this information would have only been available to the Buyer to be shared. Breach of contract for this clause will incur a \$5,000 penalty for defamation, and damages are immediately payable to Tonya McIntosh at Luna Mystique Maine Coons for substantial loss of income.
20. **Jurisdiction for Legal Disputes:** In the event that a dispute cannot be resolved between the Buyer and the Breeder, legal jurisdiction shall be the State of Kentucky in the Breeder’s county of residence at the time of filing, and governing law shall be the State of Kentucky.
21. **No Rehoming of Kitten:** In the event that the kitten needs to be rehomed, at any age, the Buyer agrees to contact the Breeder and arrange the return of the kitten/cat to the Breeder. The cat shall never be surrendered to a shelter or rescue.

It is the intent of the Breeder and the Buyer that this Contract shall constitute a legally binding agreement, and it is representative of the entire agreement between the parties. Neither party shall have the right to modify this agreement except by written mutual agreement. By signing this Contract, both parties acknowledge that they have received and read the Contract along with any attachments specifically referenced herein and that they understand and agree to the terms.

BUYER Signature _____ **BREEDER Signature:** _____

BUYER Printed Name: _____ **BREEDER Printed Name: Tonya McIntosh**

DATE: _____ **DATE:** _____

Buyer Initials _____