

MONTANA MAINE COONS

Shawna Johnston
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Maine Coon Sales Contract

This agreement was entered into on the __ day of _____, 2021, between Shawna Johnston of Montana Maine Coons cattery (hereafter "Breeder"), and

Print name(s):

Home address:

Telephone number: other # _____

E-Mail Address:

Hereafter referred to as "Purchaser".

1. This is a legally binding agreement for the purchase of the following described Maine Coon kitten:

Sex:

Birthdate:

Present coat/color:

Dam:

Sire: FREELIMBER PHANTOM OF THE OPERA/ID / SBT 021216 095

2. Kitten will be Registered with T.I.C.A. (The International Cat Association)

3. The price of this kitten shall be \$2000, with a non-refundable deposit:

Deposit: \$1000

Remainder Due: \$1000, Due on or before date:

4. This kitten is purchased for X pet, ___show/Breeder, ___other.

5. A deposit is required to reserve a kitten / cat. All kittens will be held in the order of deposits received. All deposits are non-refundable. If your situation changes, you may switch your deposit to a future litter.

* The Breeder reserves the right to cancel the sale for any reason if she feels it is in the best interest of the kitten. If the Breeder cancels a sale a full refund of all payments made to that point will be refunded.

6. Breeder accepts the following methods of payments for deposit:

Cash

Venmo (send to: Shawna-Montana-MC-406) **PREFERRED**

USPS Money Order

Cashier's check from national bank

PayPal – Friends and Family method **only** (send to: snsblonde24@aol.com)

Other payment methods or terms must be pre-approved by the Breeder.

Final payment must be made before the kitten is 12 weeks old, or 10 days prior to pick-up or shipping if the kitten/cat is older than 12 weeks at time of purchase. If Purchaser is picking up the kitten/cat in person, final payment can be made in cash at that time, if agreed by Breeder.

7. Breeder cannot guarantee future show achievements or reproductive capability for cats sold as show/Breeders. Kittens sold as show/breeding quality animals must be shown at least one time prior to the first breeding. *Registration papers will be in both Breeder and Purchaser's names until first show is attended. At that time, Breeder will transfer full ownership to Purchaser.

8. If purchased as a pet, the kitten will typically be altered prior to shipping, and the cost of the alteration is included in the price of the pet kitten unless otherwise disclosed to the Purchaser in writing prior to acceptance of the deposit. The kitten will not be altered before a deposit is placed on the kitten, and the Purchaser assumes all risk of the surgery as if the cat were in their possession. Should any unlikely medical trauma result from the surgery, the Purchaser's deposit will go to cover the medical bills, and proof of all additional medical care will be furnished to the Purchaser by the Breeder in as timely a manner as possible. All reasonable attempts shall be made to contact the Purchaser if there is any question about the continued treatment, but, if the Breeder is unable to reach the Purchaser in a timely manner, the Breeder has the right to make decisions related to the immediate health requirements of the kitten / cat in the Purchaser's place. If the medical trauma results in extra medical costs above the typical cost of the alteration, the Purchaser will be responsible for repaying the Breeder for these expenses before the kitten will be released to the Purchaser. In the unlikely event that the kitten should die from the surgery, the deposit will be put towards the kitten's medical bills, and not be refunded to the Purchaser. All records of any loss or injury resulting from the surgery will be furnished to the Purchaser by the Breeder in as timely a manner as possible. The Purchaser has the right to verify this information with the Breeder's vet.

In this way, the Purchaser assumes full responsibility for the surgery. Initial ____ Purchaser Acknowledges and Understands

8.a. If, for any reason, the kitten is not shipped altered, the Purchaser agrees to alter this kitten NO LATER than 6 months of age. Under NO circumstances shall this cat be used for breeding. Breeder shall forward the kitten's registration papers after veterinary proof confirming spay/neuter is received from Purchaser. If Purchaser fails to provide proof of alteration, Breeder has the right to repossess this cat with no obligation or refund from the Breeder. If it becomes necessary to repossess the cat, all travel and necessary legal expenses shall be the sole responsibility of the Purchaser.

9. Purchaser agrees to provide a safe and loving environment for purchased cat. If Purchaser is found by any federal, state, or local agency to be neglecting, abusing, or mistreating said cat in any way, Breeder has the immediate right to repossess the cat per these terms.
10. This kitten shall not, under any circumstances, be sold, leased, willed, gifted, traded, loaned, and/or given to anyone not mentioned in this contract without Breeder's prior knowledge. Under no conditions shall the cat EVER be turned over to a pet shop, animal shelter, humane society, cat rescue program, research facility, or any and all similar types of facilities engaged in the business of animals, for whatever reasons or purposes.
11. If, for any reason, the Purchaser needs to find this kitten / cat a new home, Breeder has the first right of refusal. This first right of refusal requires Purchaser to offer this animal back to the Breeder first under all circumstances. This right remains in effect for the entire life span of the animal. If ownership of the animal is transferred, the new owner shall be required to sign a current version of this contract. If this cat was originally purchased with breeding rights, UNDER NO CIRCUMSTANCES shall this cat be re-sold as an unaltered animal. BREEDING RIGHTS ARE NON-TRANSFERRABLE unless Purchaser has express written consent from the Breeder.

Shipping

12. All shipping, insurance, airline, and airport delivery charges shall be paid in full by the Purchaser. The Breeder is not responsible for cats lost or stolen after acceptance by the airline carrier. It is the responsibility of the Purchaser to file a claim with the airline if a shipment is lost, stolen, damaged, or delayed, resulting in mortality. Breeder shall make all reasonable attempts to safeguard travel of said animal, including reinforcement of carrier clips, appropriate labeling in case of accidental re-routing, and adequate carrier bedding. Purchaser understands that the Breeder's preference for airline shipping is hand delivery, which is available for the added cost of the airline ticket plus one-night hotel stay for trips over six hours from Montana.

Shipping charges for a kitten (total prepared weight under 10 lbs) will be \$450.00. Shipping rates include crate, bedding, health certificate, bowls for travel, airport delivery, and everything required for airline shipment of kittens/cats.

Limited Health Guarantee

13. Breeder guarantees this kitten /cat to be of sound health at time of shipping and for a period of 3 days after the date of transfer. Kitten / cat shall receive a clean health certificate from Breeder's vet, be up to date on vaccinations, and be wormed prior to shipping.

The Purchaser has the right to verify any information furnished by the Breeder on behalf of the Breeder's veterinarian. If this is necessary, please contact Dr. Cyndi Wood, 5 Valleys Veterinary Clinic, 2510 Spurgin Rd. #C, Missoula MT. 59804, (406)549-5306.

Purchaser agrees to have the kitten/cat examined by a licensed vet within 72 hrs of arrival at their new home and agrees to notify Breeder within 24 hours of any adverse finds. If the veterinarian finds any illness and feels that the illness was present prior to sale, the Breeder should be contacted at once, before any major treatment is begun (except in an emergency situation). Purchaser is responsible for all veterinary costs once he/she takes ownership of the kitten/cat, unless the kitten/cat is found to be ill within the above mentioned 3-day time frame. If the examining veterinarian concludes the kitten was ill prior to sale, the Breeder will pay medical costs up to \$250.00 US. *Vet receipts must be provided to Breeder.

If the kitten should die from a problem present prior to sale, Purchaser must notify Breeder immediately and furnish a Feline Necropsy report with lab findings indicating cause of death immediately. Based upon lab findings verifying that a congenital or hereditary defect was the cause, Breeder will replace said kitten/cat when one becomes available. It is the Breeder's right to ask for the kitten to be returned for identification prior to providing a replacement. Breeder will not issue a cash refund.

After 72 hours the Breeder cannot be held accountable for future FeLV/FIV and any other bacterial or viral infectious disease, parasites, or fungus, since these can be contracted anywhere in the environment after leaving the Breeder's home.

Pet Insurance

14. The Breeder highly recommends Pet Health Insurance and the breeder will cover up to \$250 of the deductible if it is needed, within the first 30 days of the kittens arrival.

Initial ____ Yes, I agree to purchase a policy

____ No, I decline to purchase a policy and acknowledge that accidents and illnesses can happen at any time to my kitten, and I have the funds to cover necessary veterinary care for surgeries, emergencies vet care, illnesses and long term medications needed to treat an illness.

Quarantine

15. Initial ____ Purchaser agrees to quarantine the kitten / cat for no less than 14 days and Breeder strongly recommends 30 days. This protects the kitten from any illnesses other animals in the house might be carrying. When introduced into a new environment the immune system of the kitten / cat is stressed and becomes weakened and needs extras protection. Failure to adhere to the 14-day quarantine will put your kitten in extreme danger. The chances of contracting an illness during the first 30 days is very high.

Congenital Health Guarantee

16. This kitten/cat is guaranteed against immediate life-threatening congenital defects for three (3) years. Should kitten/cat die within that time as a direct result of a congenital defect, the cat will be replaced only if a licensed veterinarian performs an appropriate Feline Necropsy and a Veterinarian's Certificate is provided stating conclusive proof of Cause Of Death. Suspected conditions or inconclusive results shall not be considered as confirmation; Breeder may require a second veterinary opinion at Breeder's expense. It is the Breeder's right to ask for the kitten / cat to be returned for identification prior to providing a replacement. *Breeder's guarantee is limited to the original Purchaser of the cat/kitten unless a new contract is signed with new approved home. A replacement will be made of a kitten/cat of comparable quality and value within a timely manner to Purchaser. No refunds will be paid unless Breeder is unable to provide a suitable replacement. In cases of suspected conditions or inconclusive results, the Breeder at their discretion may offer a new kitten, at half the cost of current kitten prices. If the kitten is found to have a congenital birth defect that is immediately life-threatening or not immediately life-threatening, it is the responsibility of the Purchaser to notify the Breeder. The Breeder would never knowingly propagate any such lines, and it is imperative that the Breeder be notified of any such problem.*

Vaccinations

17. The Breeder will provide kitten with proper inoculations consistent with its age prior to shipment. Due to the controversy about possible health implications related to the FIP and FLV vaccinations, the Breeder DOES NOT recommend their use. The Breeder's cats are guaranteed to be free of these diseases. Feline Leukemia (FeLV), Feline Infectious Peritonitis (FIP), or Feline Immunodeficiency Virus (FIV) vaccinations are NOT to be given at any time. If Purchaser chooses to have the cat vaccinated against FIP or FLV, Purchaser waives all health guarantees provided by the Breeder. Recent reports show these vaccines are ineffective and may actually predispose your pet to the disease. FIP is currently under research and hopefully an effective vaccine and/or cure will be developed soon.

18. Initial ____ Purchaser 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. 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 it 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.

The Breeder recommends waiting until the kitten is at least 6 months old before administering the rabies vaccine, but Purchaser is to follow his or her county's requirements for the rabies vaccine after purchase. Though your kitten is to remain strictly indoors, we encourage you to discuss your options with your vet regarding possible risk factors in your area, that your kitten/cat may be exposed to. We are minimalists when it comes to vaccinations, and our personal opinion is that "less is more." Your comfort level is an important part of your cat's vaccination protocol. Don't agree to something you don't feel comfortable with, and please do not over-vaccinate your Maine Coon. A Titters test can tell you if your cat needs a booster vaccine or not. Always do your research first and ask your vet informed questions.

19. The animal herein described may not be declawed, nor may it have a tendonectomy of any kind. It is recommended that you provide your cat with scratching posts or blocks in order to protect your furniture. A spray bottle is a very effective way to dissuade problem behaviors such as furniture scratching.

20. The cat must be kept indoors at all times and must not be allowed to roam free outside. While outdoors, the cat must be kept in a carrier, in an enclosed run designed for outdoor exercise for cats, or on a leash at all times.

21. Should enforcement of any portion of this contract become necessary, all legal fees, court costs, travel expenses, and related expenditures incurred by the Breeder will be the sole responsibility of the Purchaser. Should any portion of this contract be found invalid or unenforceable in a court of law in the USA, all remaining portions herein shall remain valid and fully enforceable.

An appropriate age to expect your new kitten is between 13 and 16 weeks. Your kitten will be weaned, eating solid foods, litter trained, and socialized. (You should not use clay clumping cat litter for at least the first 6 months, as it may cause intestinal blockages if eaten by your kitten.)

If sold as a pet, the kitten will be altered prior to shipping. The alteration should not delay shipment, but the kitten will not be shipped until the Breeder is certain that the kitten is completely healed from the surgery. We hope you have many years of health and happiness with your new family member and we are honored to have you as one of our new family members. We will keep in touch with you to check on the progress of your new cat and hope that you will keep us up to date with photos and show wins, if applicable.

By signing this contract, you are entering into a legally binding agreement for the purchase of the above described cat and agree to all terms described herein.

Date xx-xx-2021
Signature of Breeder

Shawna Johnston
Printed name

Date _____
Signature of Purchaser

Printed name

Date _____
Signature of Purchaser

Printed name