



PURCHASE CONTRACT FOR KITTEN

This agreement/contract is between Meghan Tumlinson, referred to as seller, and (Buyer), referred to as buyer. This contract is entered into on the (Date)

The seller agrees to sell, and buyer agrees to purchase:

KITTEN DESCRIPTION:

DOB:

Sire:

Queen:

The total price for the cat is (\$\$\$\$). A \$500 non-refundable deposit will be paid to reserve the cat at 6 weeks of age. If seller is unable to provide this cat, due to unforeseen illness or fatality, the buyer and seller can agree to transfer deposit to another cat. If buyer elects to not purchase the cat, the deposit is forfeited. The full purchase amount will be paid to the seller prior to physical transfer of the cat to the buyer. The total fees will be paid to seller in cash or by Zelle or Venmo prior to the day of delivery. If payment is not received by this date, buyer loses all rights to the cat, forfeits the previous payments, and the seller is free to sell the cat to another party. Payments shall be paid by Zelle or Venmo friends and family. The final payment of (\$\$\$) will be due at pick up or the day prior to shipping, preferably cash. Approximate date for delivery of cat will be agreed upon by both seller and buyer, but will not be before (12-14weeks of age).

If third party shipping arrangements are made, the buyer is responsible for all related cost, including health certificate, shipping crate, and direct shipping costs. Shipping costs will be paid in full to seller prior to transfer of ownership of the cat.

If the seller makes delivery directly to the buyer, the cost of any air travel or hotel fees will be the responsibility of the buyer (applicable to delivery outside of Colorado)

Ownership of cat transfers to the buyer after all agreed upon costs and fees have been paid to seller and buyer takes physical possession of the cat, if meeting for delivery, or when seller transfers cat to third party shipper. Liability of seller for said cat ends upon acceptance of cat by shipping company.

Buyer agrees to have cats examined by a licensed veterinarian within three business days of purchase. Failure to do so will render any guarantee null and void. Proof of

examination must be sent to DVMSphynx (meghant1985@gmail.com). This period expires on (Date). The purchaser must notify the seller immediately if within the 3 day warranty period a veterinarian finds the kitten to have any illness. The purchaser must provide all medical records to the seller within 7 days of diagnosis. The seller will not honor any health guarantee if medical records are not provided or if the kitten contracts a transmissible disease from contact with another animal not owned by the seller. It is recommended that your kitten be quarantined from other pets during the warranty period. It is also advisable to have your kitten evaluated by a veterinarian before the warranty period expires.

Cat will receive appropriate deworming and vaccination against Rhinotracheitis, Calici virus and Panleukopenia based on age and need.

Vaccination against FELV can be administered but only if determined that kitten will be at higher risk. Sphynx cats are very sensitive to this vaccine and can have fatal reactions.

Seller will provide the buyer with a one year guarantee that cat is free from any CONGENITAL (abnormality present from birth) defects. Health guarantee does not cover viral or bacterial, or parasitic infections, included but not limited to herpesvirus, calicivirus, tritrichomonas, or FIP. This 12month period ends on the birth date the following year- (date). Buyer agrees to seek licensed veterinary care for the cat immediately at any indication of illness. If the cat is found to have a congenital disease or defect within this time frame, or the cat becomes deceased, the buyer will provide all pertinent medical records, imaging, laboratory findings, necropsy results and contact information for diagnosing veterinarian to the seller.

At no time, is the seller responsible for any veterinary costs incurred to the buyer. If the findings conclude that the cat had congenital illness prior to the year guarantee, cat will be replaced at the seller's discretion with a similar quality cat when one becomes available. The seller reserves the right to require return of the original cat to the seller prior to replacement. The sire and queen of this kitten have been scanned annually by echocardiogram to evaluate for HCM, Hypertrophic Cardiomyopathy, and has been found to be free of disease. Buyer understands that this is the best and only available technology for evaluation of disease in the sphynx breed. This is unfortunately not a 100% guarantee that cats will be free of HCM forever.

There shall be no refunds of purchase price or shipping costs.

Amount of hairlessness cannot be guaranteed. Sphynx will grow small amounts of hair especially when exposed to cooler temperatures.

If the cat will be sold with breeding rights and registration, there is no guarantee on fertility of cat.

If it becomes necessary, at any time, for the buyer to give up the cat, the buyer agrees to contact the seller, who has the first option to take the cat back or assist in finding a new home. At no time should the cat be surrendered to an animal shelter or rescue facility.

This legally binding contract is the exclusive agreement between the buyer and seller and supersedes any and all prior written or oral agreements or negotiations.

This agreement may only be altered in writing, signed by both the seller and buyer.

Any and all legal or court fees necessary to enforce the terms of this agreement will be the obligation of the buyer, including those incurred by the seller. Any legal action under the terms of this contract will be addressed in the city/county of the seller's residence.

In signing this document, the purchaser acknowledges they have read and understand all of the terms and conditions stated in this sale contract. There are no other conditions or guaranties written, verbal, or implied. The below signed considers this document legally binding. Changes or additions must be signed by all parties involved.

Buyer will be given full health record for purchased kitten and Rabies hand out at time of pick-up; or will be mailed to buyer before shipping date.

Signature of Seller: Meghan Tumlinson

Date:

Address of Seller:

970-596-3264

Meghant1985@gmail.com

Signature of Buyer: