

# H and L Cattery (Contract for purchase of sphynx WITHOUT breeding rights)

This Contract is a binding agreement between H and L Cattery (known hereinafter as The Breeder) and \_\_\_\_\_ (known hereinafter as Owner). This agreement is effective as of the \_\_\_Day of \_\_\_\_\_ regardless of the date on which it is executed by the Owner. The Breeder and the Owner may collectively be referred to herein as "Parties".

The Breeder agrees to the release to the Owner a Kitten/Cat that is described as: Breed: sphynx

Name:

Gender:

Color:

Date of Birth:

Ready date:

Sire:

Dam:

The price agreed upon is

The Owner's deposit's of \$ \_\_\_\_ is non refundable. In the event that The Breeder is not able to place the above Kitten/Cat, the deposit will be transferred to a Kitten/Cat by The Breeder that will be mutually agreed upon by both The Breeder and The Pet Owner using customary and reasonable business standards. The remaining\_\_\_\_\_ will be paid at 12 weeks, at time of pick up or one week prior to delivery if Kitten/Cat is being shipped, whichever comes first.

The Following Applies to the Kitten/Cat:

1. This kitten/cat is guaranteed to be in good health, to the best of the seller's knowledge. The Breeder is providing the Owner with 30 days Trupanion insurance at no cost to the Owner. It is **REQUIRED** that the Owner register the kitten for this insurance. Owner must be aware that Trupanion will begin

billing at 30 days so if the buyer chooses not to continue it is their responsibility to cancel. Breeder encourages buyer to have pet insurance at the minimum of six months. Things arise and vets are costly. Any copays will be paid by the Owner. The Owner is aware that if something arises and insurance hasn't been started that Trupanion will deem it as a preexisting condition and not pay.

2. The buyer has 48 business hours, from the date of ownership in which to have the kitten checked by a licensed veterinarian. Failure to have the kitten/cat checked by a licensed veterinarian within this time will void health guarantee. After this time of the health guarantee period, the seller cannot be held accountable for future diagnosis of bacterial or viral infectious diseases, giardia, parasites, fungi, or felv, fip due to the fact that these can be contracted anywhere in the environment after leaving our care and are not a result of genetic or breeding.

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### **The Owner Agrees to the Following:**

1. The Owner agrees that the kitten will not be released to buyer until 12 weeks of age .
2. The Owner agrees that this cat/kitten has been purchased as a pet only and agrees to have the kitten spayed or neutered by 6 months of age.
3. The Owner agrees that the kitten/cat will never put in an animal shelter, humane society, or sold to any pet shop, research laboratory or similar facility.
4. The Owner agrees that this cat/kitten will be kept indoors only. This is in the best interest of the cat/kitten's health and safety.
5. The Owner agrees to care for this cat/kitten by providing proper love, attention, nutrition, routine veterinary care including vaccinations and immediate veterinary care for cat/kitten showing any sign of illness or distress.
6. If kitten/cat is not vet checked within 48 business hours of going to its new home, this contract will become invalid and Buyer will be considered in breach of contract. If it is found to be medically deficient with an untreatable or life threatening illness, Buyer must notify the Seller immediately with a letter/fax from the examining veterinarian. Upon its return, it will be replaced with another cat/kitten; if one is not available within 12 months from the date of Breeder's receipt of sick kitten back from The Owner , the purchase price will be refunded. This cat/kitten is guaranteed against congenital defects for one year. Should it die within 1 year as a result of a congenital defect, the cat will be replaced only if an appropriate necropsy is performed and a vet's certificate is provided stating a genetic issue as proof of cause of death. The necropsy fee will be refunded in the event that a congenital defect was found. Buyer promises to notify the breeder immediately of results. A replacement will be made of comparable quality and value, as available, at the discretion of the breeder.
7. The Owner agrees to enroll kitten in the 30 days of Trupanion insurance at no cost to them but after 30 days Trupanion will bill the Owner at their expense.
8. It is required that the new kitten/cat be kept in quarantine for at least two weeks, away from other cats or kittens.
9. The Owner agrees to be patient with this cat/kitten as it acclimates to their new home and not expect too much, too quickly. Breeder can make no guarantees regarding how long it will take this cat/kitten to adjust to the new environment.



## FANCY FEAST

In a tight...if they are extra finicky we will feed this because they love it. I am not completely sold on the nutritional value but if they aren't eating and will eat this...so be it.

[https://www.amazon.com/Purina-Fancy-Feast-Variety-Collection/dp/B07JG87X5P/ref=sr\\_1\\_3?keywords=fancy+feast+kitten&qid=1560779185&s=gateway&sr=8-3](https://www.amazon.com/Purina-Fancy-Feast-Variety-Collection/dp/B07JG87X5P/ref=sr_1_3?keywords=fancy+feast+kitten&qid=1560779185&s=gateway&sr=8-3)

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## Final Points

1. This document is a legal and binding Contract and may not be altered, modified, or rescinded unless agreed to in writing by both The Breeder and The Owner. The laws of the United States of America and the State of Georgia shall be controlling. There are no other conditions-verbal, written, or implied included within this Contract. In the event that the Owner is found to be in violation of any of the terms in this Contract, The Owner shall be liable to The Breeder for court mandated damages , Veterinary Expenses, and Any and ALL Attorney and Legal fees that may result in litigation pursuant to this Contract. If legal action must be taken with The Owner's proof of fault, the case will then be tried in the State of Georgia, the State of The Breeder's residence. Any and All litigation regarding this Contract shall occur in the State of The Breeder.
2. The Parties agree that this Contract shall be executed in an electronic fashion, and further, that the Parties anticipate that the electronic signatures will be evidence of their agreement and consent to the terms and conditions of this Contract and constitute each's lawful signature. The Parties' signatures shall be added electronically via SignatureConfirm.com, an online document management system. By digitally signing this Contract, The Owner further acknowledges that The Owner has read and understood ALL Contract text and attachments.
3. In the unfortunate event that the Kitten/Cat dies and The Owner wishes to pursue a replacement, a necropsy must be performed by a Veterinary Histopathologist.

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## Notes:

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H and L Cattery

Leanne and Harry Jacobs

4054 Oregon Trail

Martinez, GA 30907

706-421-2820

Email: [leanne@handlcattery.com](mailto:leanne@handlcattery.com)

Buyer Information

Owner Information:

Name:

Phone:

Address:

City, State and Zip:

Email:

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## Recipients

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anne@HandLCattery.com