

Scottishfolds Cattery

SCOTTISH FOLD AND BRITISH SHORTHAIR KITTEN/CAT SALES CONTRACT

Dog and cat breeders are regulated by the Texas Department of Licensing Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

This agreement is between Buyer, _____ and Seller, Vera Sabatura.

CONTRACT DATE ____/____/____

BREED _____

COLOR _____ SEX _____

DATE OF BIRTH ____/____/____

SIRE _____

DAM _____

DEPOSIT _____\$ REMAINING BALANCE _____\$ TX SALES TAX _____\$

We are legally operated, licensed and registered cattery and are obligated to collect TX state sales tax. All sales are subject to 8.25% TX state sales tax.

The kitten/cat described above is being sold as a pet quality, for the sum of _____\$

TDLR Licence #: 367

1. Seller operates a FeLV/FIV negative cattery and guarantees this cat/kitten is in good health, free of feline leukemia and all other major diseases to the best of the seller's knowledge at the time of sale.
2. This kitten was sold as a pet only. The buyer will have to spay/neuter the kitten at the age of 7 months old and provide the proof neutering/spaying to the seller. If the buyer will not provide proof of neutering the buyer will pay a \$ 400 fee to the

seller and kitten will be returned to the seller.

3. This kitten is guaranteed to be in good health for a period during first 72 hours from the time when kitten leaves seller's house , thereafter if it is quarantined from other pets and seen by a licensed vet within that time. If found to be medically unsound with a serious or life threatening condition, the Breeder/Seller must be notified. Upon his/her return, it will be replaced with another kitten of equal value, if available. NO CASH REFUNDS. Report from the vet must be provided to the seller. No vet costs will be refunded.

4. This health guarantee will be waived if the kitten dies of a virus from contact with another animals not bred by the Scottishfolds Cattery. This guarantee of health is void if the purchaser has the kitten vaccinated for FIV or FIP. These vaccines are very stressful to the immune system and are not necessary for the continued health of an indoor only kitten who doesn't have repeated contact with other cats .The buyer has right to check kittens health during first 72 hours from the time kitten was obtained by the buyer by the shipping company. After that period seller will not be held responsible for any kitten's health issues/problems. Associated veterinarian fees are the responsibility of the Buyer.

5. The cat/kitten cannot be returned after the 72 hour health guarantee period has expired or it has been exposed to another cat which has not been currently tested for FeLV and FIV. After 72 hours of the health guarantee period the Seller cannot be held accountable for future FeLV/FIV/FIP and any other bacterial or viral infectious disease, parasites, or fungus, due to the fact that these can be contracted anywhere in the environment after leaving the Seller's home.

6. In case if kitten gets sick or dies after 72 hours from the time kitten left seller's house, the buyer will not have any claims against the seller and will not ask for replacement or reimbursement for the vet bills. Seller will not be responsible for the kitten's health issues/problems after the 72 hour health guarantee period has expired.

7. The seller will not be held responsible for the stress and diseases from it that kitten can be possibly exposed to during shipping transport. Due to certain specifics of Scottish Fold breed breeder is not responsible for future development of the kitten and genetic disorders such as deformation of spine, overshot Jaw, undershot jaw or wry mouth, jaw deformation, cryptorchidism or any other disorders of which seller was not aware at the time of sale. Seller confirms that at the time of sale the kitten is in good health. The buyer has 3 days after the purchase of the kitten to check kitten's health at own expanse.

8. Buyer agrees that under no circumstances will the kitten/cat EVER be sold,

leased, or given to any pet shop, animal shelter, research laboratory, or similar facility.

9. Buyer accepts the responsibility of caring for the kitten/cat, and will provide properly for its welfare. Buyer agrees to keep the kitten/cat indoors in a clean and pleasant environment, uncaged, with proper nutrition and health care.

10. This cat/kitten WILL NOT be declawed.

11. This kitten/cat will be kept indoors and not be allowed to roam freely outside, unless Kitten is leashed and accompanied by a responsible adult.

12. Under no circumstances will this kitten/cat be leased, loaned, sold, given to, or co-owned with another breeder without the original Seller's written authorization.

13. Seller assumes NO responsibility for purchaser's allergies to cats, disapproval of landlord, lack of proper house training for this cat/kitten, etc. No refund will be issued for these reasons.

14. In case if buyer will not pick up (or unable to) kitten on or before the date when kitten is ready to go to new home the buyer will pay \$20/day for kitten's care.

15. If buyer reserves a certain kitten with a deposit and decides to get a different kitten from our cattery the deposit for reserved kitten will not be refunded. A change of mind can quite often jeopardize the chance of that particular kitten to be placed in a home while they are still of a desirable age.

16. A deposit of \$400 is required to reserve a kitten /cat. All kittens will be held in the order of deposits received. All deposits are non refundable.

17. If any of the conditions listed above were not followed by the buyer kitten/cat will be returned to seller at the buyer's expense.

18. Seller reserves the right to inquire information about cat's/kitten's health conditions at any time.

19. Seller makes no guarantees as to the Kitten's temperament. We pride ourselves on socializing our kittens, but we cannot predict how the Kitten will act after it leaves the familiar environment of our cattery and its littermates. It is Purchaser's responsibility to slowly transition Kitten to its new home. Purchaser acknowledges that some kittens may take longer than others to adjust to their new surroundings.

20. Breeder accepts the following methods of payments:

Cash, checks, PayPal (Purchaser solely responsible for all PayPal fees).

BREACH OF CONTRACT

Any legal action which may arise under the terms of this contract will be brought in Collin County in the state of Texas. Buyer shall be liable for any court costs and related charges including attorney's fees associated with Seller enforcing the terms of this contract. This agreement is the entire agreement between parties

SELLER

Name _____

Street address _____

City, state _____

Zip _____

Phone# _____

Email _____

Signature _____

BUYER

Name _____

Street address _____

City, state _____

Zip _____

Phone# _____

Email _____

Signature _____