

Kit Kat Haus

140 E Main St. Suite E #414, Fernley, Nevada 89408

Kitten and Cat Sales Agreement and Health Guarantee

THIS AGREEMENT between _____ (Buyers) and **John Stewart of Kit Kat Haus CATTERY** (Seller) is effective as of the date of the last signature to appear below and is binding upon all parties thereto. Buyer(s) agree to buy and Seller agrees to sell the below described cat/kitten pursuant to all of the following terms:

DESCRIPTION OF ANIMAL:

BREED:

BIRTHDATE:

SEX:

DESCRIPTION/COLOR:

NAME:

REGISTRATION #:

SIRE:

DAM:

VACCINATIONS:

BOOSTER DUE: TYPE:

DEWORMED: REPEAT:

TYPE:

PURCHASE PRICE:

FOR THE FOLLOWING TERMS:

Shipping

SPAY/NEUTER AGREEMENT

CAT/KITTEN IS PURCHASED FOR PET: **BREEDING:** **SHOW:** Under normal circumstances, a kitten purchased as a pet will be altered before it leaves the cattery. If the kitten is taken before it is old enough to be altered, Buyer agrees to spay or neuter this cat by the following date: _____ | Buyer agrees to pay the additional price of _____ if cat is not altered by the date as listed above, as this would constitute the sale price of a breeding animal. If Buyer reports to Seller that this kitten has died before being altered, Buyer must provide Seller with written verification of death signed by licensed veterinarian or be liable for the additional price. If cat/kitten is provided as a pet, Registration papers will be sent within (14) days of Seller's receipt of written CERTIFICATION OF ALTERATION from a licensed veterinarian.

HEALTH GUARANTEE: Kit Kat Haus Cattery ("Seller") guarantees the health of said cat/kitten upon pick-up from the cattery or upon the time of shipment for a period of seventy-two (72) hours. This time period begins at the point that the cat/kitten leaves the possession of the Seller, whether it is at the cattery or at some point of shipping. The cat, if shipped, comes to you with a veterinarian's health certificate and a record of vaccinations and dewormings. We recommend that you take the cat/kitten to your own veterinarian (at Buyer's expense) within the first 72 hours for your own satisfaction and protection. If you have other cats, we also suggest you place the new arrival in quarantine during this time and follow the advice of your own veterinarian in regard to the length of the quarantine period. You, or your veterinarian, shall report to the Seller any medical problem within the guarantee period. If the cat/kitten is found to have a medical problem (within the 72 hour period only), it must be reported to the Seller within twenty-four (24) hours of its discovery. **Failure to make this report within this time frame will void this warranty. Seller provides the following feeding/dietary instructions. Failure to abide by these instructions/feed the diet recommended by the Seller for this particular animal voids this warranty. It is critically important that the exact feeding instructions be followed, especially during the stressful acclimation/rehoming period. Feeding Instructions are listed on the final page of this contract.**

REFUNDS AND REPLACEMENTS AND EXPENSES: There shall be no refunds of purchase price, shipping charges or other costs. There shall be replacement of the cat/kitten only under the circumstances provided below.

- 1) If the cat/kitten is found to be in unsound health by a licensed veterinarian within 72 hours, the cat/kitten shall be returned to Seller and Buyer may request a refund or replacement with another cat/kitten of equal value. Said replacement will be made as soon as a suitable replacement becomes available. A medical report signed by the examining veterinarian must be provided to the Seller prior to a replacement being made. **There shall be no refund or replacement unless under the Health Guarantee (with the 72-hour period only except as stated below).** The Seller will not replace any cat or kitten that has not received adequate and appropriate care from its new owner. It is the responsibility of the Buyer to provide immediate veterinary care (at the Buyer's own expense) to any cat/kitten showing signs of illness or distress and failure to do so will render any guarantee null and void.

- 2) Under no circumstance is a cat or kitten to be destroyed prior to notification by the Buyer to the Seller. Any cat/kitten for which the Buyer expects replacement must be returned to the Seller (at the Buyer's expense) so that identity of the cat/kitten can be verified. "Unsound health" shall be defined as any condition which is "life threatening" or "incurable" and shall not include curable conditions or infections such as colds, virus, bacterial infections or skin rashes.
- 3) 2) Should the cat/kitten die within six (6) months as a direct result of an unknown (at the time of sale) congenital birth defect, said cat/kitten will be replaced only if an appropriate autopsy is performed by a licensed veterinarian and a veterinarian's certificate is provided as proof of cause of death. Trauma, abuse or neglect will void the guarantee.

THE BUYER assumes responsibility of all expenses incurred in relation to the cat/kitten after said cat/kitten leaves the possession of the Seller, as well as any expense incurred at the request of the Buyer before the cat/kitten leaves possession of the Seller. If for any reason the cat/kitten is returned to the Seller, **BUYER** agrees to pay all expenses, including shipping costs, mileage and re-examination expense of Seller's veterinarian. This examination will include a complete 'viral panel' blood test for FELV, FIP and FIV viruses.

WARRANTY VOID IF FIP/FELV VACCINES GIVEN: We do not recommend vaccinating this cat/kitten with the FIP or FELV vaccines. These vaccines are not safe for this breed. In particular, the FIP vaccine is not safe. Reference: Feline Infectious Diseases, Chapter 7, page Fifty-four, (first column-last paragraph). Written by Niels C. Pedersen, D.V.M. Ph.D. **IF FIP AND FELV VACCINE IS GIVEN TO THE CAT/KITTEN AT ANY TIME, THE ENTIRE HEALTH GUARANTEE BECOMES NULL AND VOID.**

VACCINATIONS: Your cat/kitten has been regularly dewormed with Strongid-T liquid and has had the required vaccination series, **excluding** FIP vaccine and FELV vaccine. If you choose to vaccinate for Feline Infectious Peritonitis (FIP), we recommend you discuss this with your own veterinarian and consider the risks. We do not consider the FELV vaccine safe for this breed. However, if there are special circumstances in your household, i.e. an indoor/outdoor cat that may expose this animal to the disease or a cat already in the household that is positive for Feline Leukemia, vaccinating for FELV (Feline Leukemia vaccine) may be done if your veterinarian recommends it. **IF FELV AND/OR FIP VACCINE IS GIVEN TO THE CAT/KITTEN AT ANY TIME, THE ENTIRE HEALTH GUARANTEE BECOMES NULL AND VOID.** We pride ourselves in raising healthy, vaccinated, parasite-free kittens. Said cat/kitten leaves our cattery, to the best of our knowledge, in healthy condition. However, in the event that said cat/kitten should be diagnosed with a medical problem that can be cured, this would not qualify for a replacement. Our breeding stock is tested negative for FELV, FIP and FIV prior to entering our breeding program.

SHIPPING: costs are to be paid by the Buyer, when purchasing a kitten that must be shipped. Cat/kitten can be shipped '**Freight Collect**' or '**Prepaid**'. If it is necessary to prepay the shipping costs, an estimate will be provided to the Buyer. An airline-approved carrier of suitable size will be provided by the Seller at the Buyer's expense, at the cost of (\$35.00). A Health Certificate is required (not to exceed 10 days prior to shipping) at the cost of (\$35.00). A 'viral blood panel' test can be included at an additional cost. The cat/kitten must be at least three months of age for this blood test. Full payment of Health certificate and carrier must be paid to the Seller prior to shipping, including shipping costs unless freight is to be '**Freight Collect**'. Please provide either a money order or cashier's check. If Buyer is picking up said cat/kitten directly from Seller, please pay with **cash, money order or cashier's check. Personal checks will be accepted for Holding Fees (as defined below) only.**

Specific shipping arrangements will be determined in advance and confirmed to Buyer by Seller, with the cats/kitten's best welfare in mind. This signed agreement must be returned prior to cat/kitten being shipped.

HOLDING FEES: A holding fee is placed to hold a particular kitten for a buyer. All holding fees are non-refundable. The goal of our cattery is to place our cats/kittens in loving homes in a timely manner so they may bond with their new family. If a cat/kitten is held specifically for a buyer, a change of mind can quite often jeopardize the chance for that particular kitten to be placed in a home while still at a desirable age. The minimum required amount is Two Hundred Dollars (\$200.00) if the kitten is under six weeks of age. At least one half the total purchase price shall be paid at the time the kitten is 8 weeks of age. When the sale of the cat/kitten is consummated, the holding fee shall be applied towards the balance owing on the purchase price.

Each cat/kitten will differ in the time needed to bond with its new family. Please give the cat/kitten ample time to adjust, especially if the cat/kitten has been shipped. A period of two to four weeks should be the very least amount of time allowed the cat/kitten for an adjustment period, and longer if this is an adult cat or there are children in the house. Please give your new friend and family member a chance to bond with you and its new surroundings. Your new cat/kitten needs to feel safe and secure for its unique individual personality to surface.

THE BUYER becomes the owner of said cat/kitten upon Seller's receipt of 'Payment in Full'. 'Payment in Full' and receipt thereof supersedes a signed Sales Agreement being in the possession of the Seller. 'Payment in Full' will be held as a binding agreement to purchase said cat and will be held in lieu of a Sales Agreement being signed by Buyer and returned to the Seller. The cat/kitten will be cared for by the Seller until the arranged shipping date or until Buyer is able to take possession of cat/kitten. This period of care is not to exceed fourteen (14) days from date of sale. In the event this exceeds the time period stated, Buyer agrees to pay board on said cat/kitten at a boarding charge of six dollars (\$6.00) per day. Boarding charges are to be paid in full prior to shipping or release of said cat/kitten. **In case of inclement weather, preventing safe airshipping, seller agrees to hold cat/kitten at no charge to buyer until weather is suitable to safely ship.**

BREEDING AND/OR SHOW ANIMALS: If cat/kitten is purchased for the purpose of breeding, the seller guarantees fertility. If a breeding animal has not produced viable offspring by age 18 months, seller agrees to replace cat. Show cats are sold with the understanding they are free of disqualifiable faults and meet the Breed Standard of Quality. Fertility Guarantee is applicable to Show cat/kitten. Please be aware that due to the unfortunate reality of intact, breeding cats being treated like a commodity, instead of being treated like a commitment, we have the following RESTRICTIONS on all intact, unaltered Breeding cats/kittens sold: 1) This cat/kitten cannot be resold, traded, given away or rehomed or placed, intact/unaltered into any other Program or housed on any other premises except the Buyer's as identified in this contract.

In the event the Buyer wishes to retire the cat, it's papers must be sent back to the Seller to re-send to the new pet home app. 30 days following rehoming as an altered pet.

2) The minimum housing requirement for a Breeder is 6' by 6' ft. square. Under no circumstances may a Breeder be housed in a cage, or in any area under these dimensions as a primary living quarters.

3) Breeder males may not stand at outside public stud. Any outside breedings done to any other than the Buyer's own cats as registered, must be okayed by the Seller.

4) Any kittens produced by a Breeder cat as defined here in this contract must have the following restrictions placed on them, under contract: 1) No offspring of the cat/kitten as sold here as a Breeder/Show cat may be resold, traded, given away or rehomed or placed, intact/unaltered into any other Program or housed on any other premises except their original Buyers', and all kittens must be sold under a similar contract as this. 2) ALL pets produced by the Breeder/Show cat/kitten as identified here, must be altered or sold under an altering agreement under contract if going to pet homes, 3) minimum housing requirements of 6' by 6' ft. sq. are also transferred to any Breeder/Show offspring of the cat/kitten outlined in this contract, 4) Breeder/Show males produced by Breeder/show cats/kittens originally sold here may not stand at public stud unless permission is given by their Seller.

ADVERTISING RIGHTS: Seller reserves the right to use photos already in the Seller's possession of any and all cats or kittens that are sold to the buyer/s in any and all advertising including internet web-site advertising in the promotion of Seller's cattery. Buyer agrees to allow the Seller the right to use his or her cat/kitten's photograph or name in future or existing advertising.

HOUSING, CARE AND TRANSFER TO THIRD PARTY: Buyer agrees that this cat/kitten will be kept **indoors** and not allowed to roam freely outside. Seller agrees that this cat/kitten will not be declawed. Under no circumstances will this cat/kitten be sent to a shelter or otherwise disposed of, nor shall this cat/kitten be sold, leased or given away to any pet shop, research laboratory or similar facility. If Buyer becomes unable, or no longer desires to care for this cat/kitten, cat/kitten shall be returned to Seller and Seller will pay shipping expenses. Buyer agrees that Seller has the right to retrieve said

cat/kitten if Seller does not adhere to all provisions of this contract or if cat/kitten is being neglected or abused.

If Buyer wishes to resell this cat/kitten, the Seller will have the first option to buy the cat/kitten at original price, or in the alternative, cat/kitten will be returned to Seller, at Buyer's expense, for resale by Seller.

VENUE: If any legal action is commenced by Buyer or Seller as a result of this contract, Buyer agrees that the place of venue for such action shall be Lyon County. Buyer assents to personal jurisdiction within such venue regardless of their place of residence and agrees that any judgment obtained is enforceable within the jurisdiction that they reside in as if obtained within that jurisdiction.

FACSIMILE SIGNATURES: A facsimile signature shall be enforceable as an original if the original contract is lost, destroyed or otherwise unavailable.

TERMS: The use of the terms "cat/kitten" presents the same as the plural cats/kittens, in the case of more than one cat/kitten being purchased under this sales agreement.

I AGREE TO THE TERMS STATED HEREIN

BUYER:
DATE:
CO-BUYER:
DATE:

PRINTED NAMES

ADDRESS:

TELEPHONE NUMBERS:

SELLER:
DATE:

DEPOSITS/PAYMENTS

Date Received: Amount Received: Check Number: Balance Due:

full _____

Arranged Delivery/Pick-up Date of cat/kitten:

FEEDING INSTRUCTIONS/DIETARY REQUIREMENTS:

Note: Failure to abide by these instructions voids the Health Guarantee: