

## LITTLEWOLF CATTERY KITTEN DEPOSIT / PURCHASE AGREEMENT

This contract between \_\_\_\_\_ the (Buyer) and Susan Dunsworth (Seller) is effective as of the date of the last signature to appear below.

This 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: **Bengal** Color: \_\_\_\_\_ Pattern: \_\_\_\_\_ Sex \_\_\_\_\_

Name : \_\_\_\_\_

Birth date \_\_\_\_\_ Litter Reg# or Reg# \_\_\_\_\_

Sire \_\_\_\_\_ Dam \_\_\_\_\_

### For the following price or terms

\$200 non-refundable holding fee - half the remaining balance due at 10 weeks and balance due at 12 weeks. - total price \$ \_\_\_\_\_ As a Pet Date Paid \_\_\_\_\_

Seller: Susan Purchaser: \_\_\_\_\_

Seller and Purchaser agree to the following terms: If purchased as a pet only, buyer understands that he/she will not receive the registration papers for this kitten/cat until the kitten/cat has been spayed/neutered and proof of such has been presented to Seller.

### Optional Pre-Purchase Exam

Buyer has the option of obtaining a health certificate or complete blood panel test prior to completion of this sale. This is considered a pre-purchase exam and will be done at the Buyers expense. All charges must be paid prior to this exam and are non-refundable regardless of results. This must be included with the holding fee of \$200.00 that is required to hold the specific cat/kitten for Buyer.

### Littlewolf Cattery Health Warranty

Seller warrants the health of said cat/kitten upon pick-up from the Cattery or upon delivery to shipping facility for a period of (seventy-two) 72 hours.

This time period begins when the cat/kitten leaves the possession of the Seller.

We recommend that you take the cat/kitten to your own veterinarian (at Buyer's expense) within the first 72 hours for your own protection and have a complete blood panel run. If you have other cats, we require that you place the new arrival in quarantine for a minimum of TWO WEEKS. Normal length of quarantine is a minimum of two weeks, but can be as long as thirty (30) days. 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 24 hours of its discovery.

Failure to make this report within this time frame will void this warranty.

Exposure to other animals of any species during this time will void this warranty.

Failure to get the initial 72-hour veterinary checkup will void any claim for replacement.

## Refunds, Replacements and Associated Expenses

There shall be no refunds of holding fee, 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 replacement of 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 faxed from client's vet to breeder's vet prior to a replacement being made.

A cat/kitten will be replaced only once.

**2.** 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 warranty null and void.

This is especially true for animals undergoing the stress of travel. Seller reserves right to have own vet examine animal prior to any decisions.

**3.** If buyer desires a replacement, under NO circumstances is a cat or kitten to be destroyed prior to notification by the Buyer to the Seller. Any cat/kitten, for which the Buyer requests replacement, must be returned to the Seller (at the Buyer's expense) so that the identity of the cat/kitten can be verified. “Unsound Health” shall be defined as any condition that is “life threatening” or “incurable” and/or genetic and shall NOT include “curable” conditions or infections including, but not limited to, colds, virus, bacterial infections, parasites, or allergies.

**4.** Buyer understands that adoption of said cat/kitten identified herein, means that Buyer agrees to undertake responsibility for future health maintenance of said kitten for the rest of the kitten’s natural life, just as if this kitten were a human child being adopted by the Buyer

**5. Congenital Deflect Clause:** Seller’s health warranty offers a replacement in the event said kitten should die within six (6) months of Buyer’s receipt of kitten, as a direct result of an unknown (at the time of sale) congenital birth defect, or be diagnosed with a terminal genetic defect before six months, wherein the cat dies within the first year of life. Said cat/kitten will be replaced only if an appropriate **necropsy** is performed by a licensed veterinarian and a veterinarian’s certificate with full disclosure and a copy of the necropsy report is provided (FAXed to Seller's vet) as proof of cause of death. In addition, the veterinarian **MUST** send a sample of the cat’s DNA to UC Davis AND submit a signed photograph of the cat to Seller, for confirmation that the cat IS the same cat covered by this purchase agreement. Death due to trauma, abuse, neglect, failure to obtain adequate veterinary care, failure to provide adequate and sanitary housing, OR failure to provide the aforementioned required veterinary documentation, will void the opportunity for replacement

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 the possession of the Seller. If for any reason the cat/kitten is returned to the Seller, BUYER agrees to pay all expenses, including delivery or pick-up or shipping costs, including mileage, airfare, etc., and a re-examination expense by

Seller's veterinarian. This examination will include a complete 'viral panel' blood test for FELV and FIV viruses. If cat/kitten is returned to Seller for resale on behalf of Buyer, the terms of this resale will be agreed upon separate written agreement.

### **Vaccinations:**

Your kitten may have already been treated for internal parasites. Your cat/kitten has also had the required vaccination appropriate to its age, **excluding** FIP and FELV vaccines. If you choose to vaccinate for FIP, this will **void any warranty** as we do not believe the safety and efficacy of this vaccine has been sufficiently proven. We do not typically vaccinate with FELV. However, if there are special circumstances in your household and your veterinarian recommends it, it may be done. It is imperative that you have your veterinarian perform a complete blood panel for exposure to these diseases BEFORE you vaccinate your animal against it. **If FELV and/or FIP vaccine is given to the cat/kitten at any time, this entire health warranty becomes null and void.**

We pride ourselves in raising healthy, vaccinated and parasite-free kittens. To the best of our knowledge, each of our cats/kittens leaves our cattery in good health. Buyer may exercise the pre-purchase exam option if desired. Please note that blood panels cannot be performed on kittens under four months of age.

### **Shipping**

All shipping costs are to be "Prepaid" by the Buyer, when purchasing a cat/kitten that must be shipped. Shipping costs include airfare for the shipment of the cat/kitten, an airline-approved carrier of suitable size, and a Health Certificate (required for shipping-not to exceed 10 days from the date of issuance). Please prepay with either cash in US Dollars, a money order or a cashier's check if you desire Seller to make the arrangements. Personal checks will be accepted for Holding Fees (as defined below) only.

This signed sales agreement must be returned prior to cat/kitten being personally being picked up by Buyer. PayPal can be utilized for payment of holding fees and/or the balance of purchase price as long as the Buyer includes the 3% PayPal fee and allows 4 days for funds to clear prior to pickup or shipment of cat/kitten. .

In the event of flight delays, cancellations, re-routing or missed connections, the Buyer will make the appropriate arrangements. The Buyer agrees to ensure the safekeeping of this cat/kitten and will not permit said cat/kitten to be sent to an interim boarding facility.

If Buyer is picking up said cat/kitten directly from Seller, please arrive with cash, money order or cashier's check for the balance due on the purchase price of the cat or kitten and a crate

### **Holding fees / Deposits / Payments**

A 'holding fee' is placed to hold a kitten for a buyer or to reserve a place in line for a kitten from a present or upcoming litter. All holding fees are non-refundable. If a buyer has a deposit on a present or upcoming litter, other potential buyers will be turned away from purchasing a cat/kitten. With deposits or holding fees, a limited number are taken per litter, so potential buyers may have been turned away. For this reason, deposits and holding fees are NON REFUNDABLE. A change of mind on the part of the Buyer can quite often jeopardize the chance for that particular cat/kitten to be offered to other Buyers who have been told that the

cat/kitten is spoken for. The minimum required 'Holding Fee' is two hundred dollars. It will take a minimum of 6 weeks to rate kitten quality and assess which kittens are pet or breeder/show quality. Patience is required while the breeder makes this assessment.

**Your kitten options will be made available at the earliest possible date. If you believe you will be unable to be comfortable with these arrangements, please do not put down a deposit.**

At least half of the purchase price will be paid when the kitten is 8 weeks of age unless other arrangements have been made in advance. 'Payment in Full' in the amount of the purchase price shall be paid by the time the kitten is 10 weeks of age unless other arrangements have been made in advance. When the sale of the cat/kitten is consummated, the holding fee shall be applied towards the balance owing on the purchase price. In the event the buyer decides not to take possession of the cat/kitten, the holding fee will be forfeited and deemed non-refundable.

A 'Holding Time' of greater than 10 weeks must be negotiated up front and will be granted only under special circumstances to be discussed ahead of time at the signing of this agreement. Failure to pay half of the purchase price at 8 weeks means the kitten will be offered to another buyer immediately.

Each cat/kitten will differ in the time needed to bond with its new family. Please give the cat/kitten ample time to adjust. A period of four weeks should be the 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.

## **Boarding**

Boarding charges are to be paid in full prior to the release of the cat/kitten to Buyer. If boarding charges are not paid monthly, or fall 30 days past due, said cat/kitten will be considered abandoned and will revert to the ownership of the Seller in lieu of payment of boarding charges. There will be NO refund of the holding fee or deposit, and said fee will be forfeited!

## **Conditions of sale**

- 1) Under no circumstances will this cat or kitten be sold, leased, co-owned or given away without the written consent of the Seller.
- 2) This cat or kitten will be kept indoors and not be allowed to roam freely outside.
- 3) If this cat or kitten is found to be neglected or mistreated, Purchaser will surrender said cat or kitten to Seller, unconditionally and pay for any shipping charges.
- 4) There are No cash refunds for ANY reason whatsoever.
- 5) This cat is also not to be leased or loaned out without written permission from the Seller.

## **WARRANTY**

No guarantees or warranties are provided for the kitten purchased under this purchase agreement OTHER THAN those already mentioned in previous sections of this agreement. There are no guarantees or warranties that the kitten purchased will “win” in a show. Seller does NOT guarantee the size of cat/kitten at maturity. The Seller also does not guarantee the appearance of the animal with respect to conformation, color, or spotting pattern.

If this cat/kitten is returned to Seller, Buyer will pay any return expenses. NO amount of refund will be provided UNLESS Littlewolf Cattery is able to re-sell the cat/kitten to a suitable second home. At that time, refund MAY, AT THE DISCRETION OF SELLER, be made to Buyer less any veterinary, advertising and boarding expenses incurred in the transaction.

## **ADVERTISING RIGHTS**

Seller reserves the right to use any photos of the purchased cat/kitten in any and all advertising, including, but not limited to, Internet website 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 and/or or name in future or existing advertising without remuneration.

## **VENUE**

If Buyer or Seller commences any legal action as a result of this contract, Buyer agrees that the place of venue for such action shall be in Pima County, in the State of Arizona, in the United States of America. 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 AND SCANNED SIGNATURES:**

A facsimile of this signed agreement shall be enforceable as an original if the original contract is lost, destroyed or 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 ALL TERMS AND NOTICES HEREIN:

BUYER’S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CTY/ST/ZIP \_\_\_\_\_

PHONE NUMBERS: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

EMAIL: \_\_\_\_\_