



SALES CONTRACT FOR CAT OR KITTEN

Date of Birth: Color: Kitten: Sex:

Name:

Sire: *** SAMPLE ***

Dam:

Sold as:

Purchase Price: Holding Fee: Shipping Costs: n/a Balance Due: Date:

1. This Cat shall be kept well nourished, clean, healthy, free of parasites, free of stress and harassment. The Buyer will keep the Cat STRICTLY indoors in their home, in a sanitary environment of sufficient room and space. The environment will be free of hazards, safe, secure and temperature controlled. The Cat shall not be subject to unnecessary confinement.
2. This Cat shall not be left alone for more than 24 hours without a responsible person providing fresh food, water, and litter.
3. This Cat shall receive prompt and appropriate veterinary care.
4. This Cat shall not be allowed outside.
5. This Cat shall not be shown in competition without the express written permission of the Breeder.
6. This Cat shall not be declawed.
7. If the Buyer does not bring an appropriate carrier for this Cat for pickup, one will be provided at a cost of \$75.00.
8. This Cat shall be spayed or neutered between the age of six to eight months. Sterilization prior to six months of age makes the Health Guarantees null and void. This Cat is purchased as a Pet/Companion animal and shall NEVER be used for breeding.
 - a. Registration papers shall be provided after receipt of veterinary certification of spay/neuter.
9. **Holding Fee.** Payment must be made in \$USD by cash, check, Zelle or PayPal. Any fees as the result of payment are the responsibility of the Buyer. The Holding Fee may be transferred to another litter. Refunds must be requested in writing; an email request is acceptable. A \$100 cancellation fee will be deducted from the refund, along with a

boarding fee of \$7 per day for an adult cat or kitten over 12 weeks of age. Boarding fees will apply from the date the refund of Holding Fee is requested to the date of resale. The refund will be issued after resale.

10. Buyer understands that the purchase price does not include the costs of shipping the cat to the Buyer (such as carrier, airfare, blood work, and health certificate) or for individual registration.
11. Zelle or Cash are only accepted for the balance due at the time of pick-up.
12. **First Right of Refusal & Return Policy.** Buyer agrees to notify Breeder immediately and obtain written **FIRST RIGHT OF REFUSAL** if the Buyer wants to sell or give the Cat to someone else, or the Buyer cannot meet the terms of the contract. Breeder is not obligated to take the Cat but has the option of taking the Cat back or finding a suitable home. The Cat shall be returned to Breeder, at Buyer's expense, with all records (including veterinary), and all registration papers shall be signed over to Breeder immediately. Note: Breeder must approve new owner and a new contract must be signed between the Breeder and the new Owner, along with the Buyer's release.
 - a. The Buyer may return this Cat to the Breeder for ANY reason within 7 days of purchase. The purchase price will be refunded minus a \$100 re-homing fee. The refund shall be issued after resale.
 - b. If this Cat is returned beyond the 7-day period, any refund is at the Breeder's discretion, shall not exceed the resale price, and is payable after resale. A \$100 re-homing fee and a boarding fee of \$7 per day will be deducted from any refund authorized by the Breeder beyond the 7-day return window. Boarding fees will apply from the date the cat or kitten is returned to the date of resale.
 - c. Breeder shall not pay for transportation, veterinary re-check fees or other costs incurred by the Breeder for this Cat or for any replacement Cat. Buyer will provide, at their expense, a health certificate and a new FeLV/FIV test, dated within 3 days prior to returning this Cat.
 - d. Breeder reserves the right to refuse the return of a sick or infectious cat until the cat is well, as verified by a veterinarian.
 - e. Any Cat taken back by the Breeder because of a breach of contract shall not be subject to the above stated return policy in provisions 12(a) through 12(d).

13. HEALTH GUARANTEES.

- a. Buyer may choose to return the Cat under paragraph 12(a) or 12(b) if a licensed veterinarian states this Cat is not suitable as a pet/companion at time of purchase due to medical diagnosis. Permission to speak to the veterinarian and all medical records must be supplied to the Breeder.
 - i. If the Breeder disagrees with the treatment or diagnosis recommended, the Breeder reserves the right to have this Cat taken to another veterinarian of the Breeder's choice for a second opinion, at the Breeder's expense for said second opinion.
 - ii. The second opinion shall be the deciding diagnosis.
- b. Breeder provides one month of health insurance from Trupanion. As a result of this provision the Breeder is not responsible for treatment costs incurred by this Cat.
- c. If the Buyer chooses to keep this Cat, the Buyer is responsible for all treatment costs incurred by this Cat.
- d. If this Cat dies from an illness present prior to the sale, the Breeder has the option of refunding the purchase price or replacing this Cat with one of equal value, when available. Death must be confirmed by a written necropsy report, including toxicology and histology reports from an established pathology laboratory. Buyer is responsible for these costs. Permission to speak to the veterinarian and all medical records must be supplied to the Breeder.
- e. If this Cat dies of a genetic or congenital defect before two years of age, the Breeder has the option of refunding the purchase price or replacing this Cat with one of equal value, when available. Death must be

confirmed by a written necropsy report, including toxicology and histology reports from an established pathology laboratory. Buyer is responsible for these costs. Permission to speak to the veterinarian and all medical records must be supplied to the Breeder.

- f. Breeder’s liability shall not exceed the purchase price of this Cat.
- g. This Cat will be given its first FVRCP vaccination after 12 weeks of age. The second and final FVRCP vaccination should be given after 16 weeks of age. The Breeder does not recommend and highly discourages the use of the FeLV or FIP vaccine and their use at any time shall make this health guarantee null and void. See - <https://www.koontucky.com/vaxpro.htm>
- h. This Cat should be isolated from other cats/kittens in the home for a period of 21 days. The Breeder is not liable for any illness or injury to other pets in the home caused by exposure to this Cat. New cats may show signs of stress including, but not limited to, sneezing, discharge from the nose or eyes, diarrhea, and/or constipation. These symptoms are not covered by the health guarantee. These effects can be minimized by feeding the same food as the Breeder feeds (raw diet using ground turkey, see – http://www.koontucky.com/raw_index.html), offering bottled or distilled water only, and overall taking measures to reduce stress during the integration period.

If either party is forced to take legal action to enforce any part of this contract, action shall be initiated in the County of Breeder’s residence, and any legal fees and court costs shall be the responsibility of the party found to be in default. Violation of any part of agreement shall minimally be \$2,000 PER OCCURRENCE in liquidated damages.

Breeder is available to the Buyer for questions and advice.

Breeder reserves the right to refuse placement of any cat or kitten at any time.

The above conditions constitute the entire agreement between the Buyer and Breeder. Any modification or alteration must be in writing and signed by both parties.

I AM IN FULL AGREEMENT AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS SALES CONTRACT.

Date:

Date:

Buyer’s Name:

Breeder:

Buyer’s Signature:

Address:

Breeder's Signature:

Email:

Address:

Buyer's Phone:

Breeder's Phone:

Cell Phone: