

Contract for Purchase of Kitten/Cat

Description of kitten/cat:

Name: _____

Breed: _____

Sex: _____

Color: _____

Date of birth: _____

Date of Sale: _____

Purchase amount: _____

Personal Information

Name of Purchaser: (print) _____

Address: _____

City: _____ State: _____

Zip Code: _____ Phone Number: _____

Email: _____

Name of Seller: _____

Address: _____

City: _____ State: _____

Zip Code: _____ Phone Number: _____

Email: _____

Purchaser certifies that this information is true and accurate. **Initial:** _____

The purpose of this contract is to protect all parties involved: the Purchaser, the Seller, and the kitten/cat. If there are any problems, questions, concerns or issues that arise that you need help with, _____ is *always* here. We want the adoptive parent(s) and/or family to be completely happy with the new kitten/cat and his or her transition to the new home. Transitioning is easy for some kittens/cats but more difficult for others and kittens/cats handle stress in various ways. If there are ANY issues, *please* call _____, who will provide you with all the help she can to make this time easier for the new parents and the kitten/cat.

TERMS OF CONTRACT

Deposit

A non-refundable deposit of _____ is required for purchase of the kitten/cat. Should the Purchaser, after having paid the deposit, decide against purchasing the kitten/cat, he or she forfeits the deposit. The deposit will be subtracted from the purchase price, _____ will be due at the time of transfer of kitten/cat from Seller to Purchaser. **Initial:** _____

By paying the deposit the Purchaser indicates that he or she understands and agrees to abide by the terms stated in this contract. **Initial:** _____

Purchase of Kitten

Payment for the remaining balance of _____ at the time of transfer of the kitten/cat from Seller to Purchaser must be provided in the form of cash only. The payment shall be made in U.S. currency. Purchaser will pay all travel expenses at time of transfer of the kitten from Seller to Purchaser whether the Purchaser picks the kitten/cat up from Seller at the Seller's home or if the Purchaser meets the Seller at Gerald R. Ford International Airport in Grand Rapids, MI.

Initial: _____

Health Guarantee

The Seller will provide Purchaser with documentation of all vaccinations and de-worming. All kitten care is provided by:

Veterinarian: _____

Veterinary Practice: _____

Address: _____

Phone Number: _____

The Seller guarantees the kitten/cat to be in good health at the time of purchase for a period of 48 hours. It will be the responsibility of the Purchaser to have the kitten/cat examined by a licensed veterinarian within 48 hours. Within that 48 hour period, if found to be *seriously medically deficient*, the kitten/cat must be returned to the Seller for a refund of payment less deposit and any travel expenses incurred by the Purchaser under the following conditions: the Seller is provided with proper documentation, from a licensed veterinarian, stating the medical issue and that the kitten/cat is seriously medically deficient; a second examination by a veterinarian of the Seller's choice corroborates these claims. This kitten/cat is not guaranteed against respiratory disease, fleas, ringworm, or any nuisance disease. After the 48 hour period, the Seller can no longer guarantee the kitten's/cat's health, except for birth defects. **Initial:** _____

The Seller guarantees the kitten/cat against lethal genetic or congenital defects for 6 months following the date of purchase. If during these 6 months the kitten/cat should die or have to be destroyed due to a genetic or congenital defect, the Seller will replace the kitten/cat with another kitten/cat at the Seller's convenience, should the following conditions be met: the Purchaser provides the Seller with a necropsy by a licensed impartial Veterinary Pathologist, at the expense of the Purchaser stating that the cause of death is unquestionably a genetic or congenital defect; a second examination by a veterinarian of the Seller's choice corroborates these claims; Purchaser will be responsible for any costs incurred including travel expenses to return the kitten to the Seller for necessary examination.

Initial: _____

Seller assumes no liability or responsibility for any veterinary care for this kitten/cat after the Purchaser takes possession of said kitten/cat. Under no circumstances will the Seller be responsible for any veterinary bills incurred by the Purchaser. **Initial:** _____

Spay/Neuter Agreement

This kitten/cat is being sold with no breeding rights and on a spay/neuter agreement.

Initial: _____

The Purchaser agrees that the kitten/cat will be spayed/neutered by the time the kitten/cat reaches seven months of age at the Purchaser's expense. Within seven months of age, of said kitten/cat, Purchaser will provide the Seller with documentation of the spay/neuter by providing the Seller with proof of sterilization in the form of a veterinary bill on letterhead of the veterinarian's office complete with the veterinarian's name (may be printed) and business name (must be typed) including the address and phone number of the veterinarian office from the veterinarian that performed the spay/neuter. Purchaser agrees that the Seller may contact said veterinarian to confirm the sterilization (please notify said veterinarian of this agreement). If the kitten/cat is not spayed/neutered by seven months of age and proof of sterilization is not provided by seven months of age, Seller will enforce breach of contract. If said kitten/cat is six months or older at the time of purchase, the Seller will have the kitten/cat spayed/neutered before the kitten/cat is transferred to the Purchaser.

Initial: _____

Purchaser's Veterinarian Information

The Purchaser must provide the name and contact information of the kitten's/cat's new veterinarian before transfer of ownership will take place. Should the Purchaser refuse to complete the section below, he or she will forfeit both the ownership of the kitten as well as the deposit. If after purchase and transfer of ownership of the kitten has taken place, should it surface

that the information below was or is fraudulent, breach of contract will be enforced. In the event that a new veterinarian or veterinary practice takes over the kitten's/cat's care, at any point in the kitten's/cat's life, the Purchaser agrees to provide the Seller with the updated information. The Purchaser agrees that the Seller will be able to discuss freely the kitten's/cat's health information, sterilization status, and well-being with the Purchaser's veterinarian; due to privacy matters the Purchaser agrees to notify his or her veterinarian as to this agreement. **Initial:** _____

Name of Veterinarian: _____

Name of Veterinary Practice: _____

Address of Practice/Veterinarian: _____

Phone number of Practice/Veterinarian: _____

Date or tentative Date of Appointment for Spay/Neuter: _____

Purchaser certifies that this information is true and accurate. **Initial:** _____

Treatment of Kitten/Cat

Under NO circumstances shall this kitten/cat be de-clawed. De-clawing is amputation and is often the cause of litter box problems ("inappropriate elimination"). This can lead to abuse or abandonment of the kitten/cat and is a risk the Seller is not willing to take. The Purchaser agrees to, under no circumstances, allow the kitten/cat to be de-clawed. Seller will take initiative to help train kitten/cat to use scratchers/scratching posts while still under her care and Purchaser agrees to continue this training once transfer of ownership has taken place. **Initial:** _____

Under NO circumstances shall this kitten/cat be permitted to live and/or roam freely outdoors. Kitten/Cat can be taken outdoors with the use of leash and harness for small periods of time only under the complete control of Purchaser. **Initial:** _____

The Purchaser agrees that the kitten/cat should be confined to a private room with toys, food and water, and litter box and plenty of human contact until accustomed to his/her new surroundings. **Initial:** _____

Seller will provide a list of the foods and supplements the kitten/cat has been eating. Purchaser agrees to be careful not to change the kitten's/cat's diet drastically. The Seller will make her best effort to send home a sample of what the kitten/cat has been eating, as well as a sample of the litter the Seller uses to help purchaser through the first few days of ownership. **Initial:** _____

Relinquishment of Ownership of Kitten/Cat or Permanent Transfer of Kitten/Cat by Purchaser

The Purchaser agrees that under NO circumstances will the kitten/cat EVER be sold or given to a pet shop, animal shelter, research laboratory or similar facility. Should the Purchaser, for any reason, including death, not be able to keep the above kitten/cat the Seller will be given the first option of rescuing the kitten/cat. **Initial:** _____

If the Purchaser has a living trust the previous clause must be made note of in the trust; if the Purchaser deems another interested party (e.g. family member of purchaser, close friend of purchaser) a desirable and willing owner, the Seller will seriously consider transferring ownership of kitten/cat. **Initial:** _____

If the Purchaser decides that he or she no longer wants the kitten/cat, regardless of how many years have passed since the purchase of the kitten/cat the Seller will be given the first option of rescuing the kitten/cat. **Initial:** _____

Breach of Contract

In the event the Purchaser is found to have violated any of the terms of and conditions of this contract the kitten/cat is to be surrendered unconditionally to the Seller. Seller may reclaim physical and legal ownership of kitten/cat with or without due process of law for any breach of contract with no refund of purchase price. **Initial:** _____

In the event the Purchaser is found to have violated any terms of this contract, Purchaser shall be liable to the seller for two times the purchase price of said kitten/cat, plus expenses for veterinary care upon return of said kitten/cat to Seller and all attorney, legal, and related miscellaneous fees, including travel expenses for seller to reclaim said kitten/cat, that result in litigating this contract. Any legal action which may arise under the terms of this contract will be brought in the county of Seller's residence. **Initial:** _____

Attorney Fees and Out-of-Pocket Costs

Should Purchaser breach this contract, Purchaser is responsible for any and all costs resulting from the litigation of this contract, two times the amount of purchase price of cat including original purchase of kitten/cat, travel expenses, associated veterinary expenses, and any damages caused to the reputation of the Seller. **Initial:** _____

Exclusive Jurisdiction for Suit in Case of Breach

Any legal action that may arise under the terms of this contract will be brought to _____, County, or the Seller's current place of residence. The Purchaser and Seller, by entering into this agreement, submit to jurisdiction in _____, County, or the Seller's

current place of residence for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the Purchaser and Seller hereby agree that the courts of _____, County, or the Seller's current place of residence, shall have *exclusive* jurisdiction over any disputes between the parties relative to this agreement, whether said dispute(s) sounds in contract, tort, or other areas of the law. **Initial:** _____

State Law

This agreement shall be interpreted under and governed by the laws of the State of _____ . **Initial:** _____

Integration

There are no other conditions or guarantees, verbal or implied. No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined in this contract. All prior agreements, representations, and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this contract.

Initial: _____

Severability

In the event any provisions of this contract are deemed void, invalid, or unenforceable, that provision shall be severed from the remainder of this contract so as not to cause the invalidity or unenforceability of the remainder of this contract. All remaining provisions of this contract shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law. **Initial:** _____

Modification

Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Purchaser and Seller. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein. **Initial:** _____

Acknowledgement of Deposit and Acceptance of Contract

Purchaser and Seller signatures that appear immediately below indicate that the Seller has received the deposit, and the Purchaser has agreed to the terms of this contract. This portion of the document serves as the Purchaser's receipt for the deposit. This document is a legally binding

contract. In signing this document, the Purchaser acknowledges that he or she has read and fully understands and agrees to ALL of the terms and conditions stated above.

Name of Purchaser (print): _____

Signature of Purchaser: _____

Date: _____

Name of Seller (print): _____

Signature of Seller: _____

Date: _____

Transfer of Ownership of Kitten/Cat and Receipt of Sale

Purchaser and Seller signatures that appear immediately below indicate that the kitten/cat has been sold and is now the property of the Purchaser.

Name of Purchaser (print): _____

Signature of Purchaser: _____

Date: _____

Name of Seller (print): _____

Signature of Seller: _____

Date: _____