

~Purr Kitty~
Contract of Sale

Breed: Persian Color: _____ Gender: _____ Date of Birth: _____
Sire: _____ Dam: _____ Price: _____
Quality: _____ Name: _____

- 1) **WELLBEING.** By signing this contract, Buyer agrees that under no circumstances will this cat be allowed to roam outdoors and further agrees that adequate indoor sanitary facilities will be provided. Additionally, Buyer agrees to follow the breeder's instructions for this animal's care, grooming, diet and health. If caging is necessary, it will be kept to a minimum. If this kitten/cat is found to be neglected or in ill health for an unreasonable length of time, Buyer will then surrender the cat unconditionally, along with any registration papers. Any costs will be the responsibility of the Buyer.
- 2) **VACCINATIONS.** All kittens/cats are to be kept up to date with annual booster shots to help prevent diseases. This kitten/cat will be vaccinated for Rhinotracheitis, Calicivirus, and Panleukopenia and rabies vaccine. The next vaccination is due on July 14, 2019 and a yearly booster required thereafter FIP vaccines are NOT to be given to this kitten/cat. Doing so will VOID any and all health guarantee.
- 3) **SHOW KITTEN.** If this kitten/cat is being sold as a show cat, it is done so not knowingly having disqualifying defects. Its show potential may be assessed, but its success in a show cannot be guaranteed. There are many factors which determine a cat's ability to obtain competition points that are out of the seller's control (e.g, condition of cat, its presentation, status of competing cats etc.). If a kitten/cat wins its Championship Ribbons, it is considered by CFA standards to be a show cat.
- 4) **PET KITTEN.** Kitten/cat sold as pet will be sold spayed/neutered. Pet kittens/cats, however, does not mean that the cat does not have Show Quality potential. A pet kitten/cat can be exhibited in Premiership.
- 5) **CFA REGISTRATION.** All kittens/cats will be CFA registered. Owners will receive their paperwork to register, name, and exhibit their kitten/cat under CFA.
- 6) **OWNERSHIP.** Buyer agrees that this kitten/cat will never be resold /leased / gifted or co-owned for any reason. After it has finished it's show and / or breeding career, it may be then placed as a pet already spayed/ neutered, after first having offered the Seller first right of refusal as a 'whole' cat. Buyer also agrees this cat will never be bred outside his/her own cattery and must remain in the Buyers home and sole possession (i.e. no stud services). Under no circumstances will this kitten be sold, leased or given away, to include sold to any pet shop, research laboratory or similar facility. If for any reason the Buyer cannot keep this kitten/cat they agree to notify the breeder with first refusal before placing elsewhere.
- 7) **REFUNDS/DEPOSITS.** Buyer accepts that seller does not give monetary refunds of any kind and our kittens are reserved by a non-refundable deposit being 50% of full cost of kitten. Deposits will be considered payment for boarding, grooming and lost sale opportunities. Seller will be obliged to take care of the reserved kitten during the stipulated period of time agreed, until kitten is 16 weeks old. If the Buyer refuses to pay the full price of the kitten, when the above-mentioned period of time has expired, the Seller has the right to sell the kitten to another party and the buyer's deposit will not be refunded. The balance and shipping, is due in full, 14 days prior to shipping / delivery date. Please note that we do not accept personal checks. Only Cash, Western Union or Direct Bank deposits/wire transfer, are acceptable.
- 8) **HOLDING FEE.** Once kitten/cat is paid in full, if the Buyer cannot pick up the kitten/cat at the agreed upon time of 16 weeks, a holding fee of \$20.00 per day will be charged by the Seller. This holding fee must be paid prior to pick up.
- 9) **SHIPPING.** We will ship anywhere. Shipping cost is the responsibility of the Buyer. An appropriate carrier must be provided by the Buyer at the time of pick up. Payment in full must be received before shipping. Although we prefer our pets to travel by courier, it will be the decision and responsibility of the Buyer to pay for cargo or courier. Cargo is a cheaper alternative; however, we are not liable for any problems that may arise from shipping of any kind. Cargo is not available for all locations. Shipping cost includes all expenses associated with the process of shipping: vet certificate, additional vaccines, carriers, microchip, etc.
- 10) **CONTACT.** We want to be sure our kittens/cats are doing well in their new homes and will check on them via e-mail periodically. Please feel free to contact us anytime day or night with any questions or concerns about your kitten/cat. If for some reason Buyer is unable to provide a home for this kitten/cat, please contact Seller for first refusal and for assistance in placement of the cat.
- 11) **RELEASE OF LIABILITY.** Seller is not liable for expenses incurred (including medical) due to or as a result of the above cat/kitten's actions. Seller does not guarantee eye color shade, coat color shade, coat length, size, weight, or personality of cat/kitten.
- 12) **ARRIVAL TO NEW HOME.** We feel it is important to isolate your new kitten for a few days to a week and give it time to adjust to the new environment before introducing it to other pets, and to imprint where his/her litter box will be kept, ideally where the box will permanently be kept. Moving to a new home can be stressful for the new pet and isolating them in their own room helps to acclimate them to their new surroundings.
- 13) **DE-CLAWING.** The kitten/cat that you purchase from Purr Kitty cannot be de-clawed, as de-clawing is a mutilation and considered detrimental to the health of the kitten/cat. If the buyer de-claws the kitten/cat, Purr Kitty reserves the right to take the kitten/cat back with no compensation to the Buyer. If there are Attorney's fees, the Buyer that de-clawed the kitten/cat shall be liable for all fees incurred.

Buyer Initials: _____

- 14) **CARE OF KITTEN.** The kitten is accustomed to Royal Canin Kitten (dry). It is recommended that this food is continued, but if a change is desired, to do so slowly. Changing food abruptly can cause intestinal problems and is not good for the health of the kitten. Please do not give your kitten milk, kitties are lactose intolerant and giving milk WILL cause diarrhea. The Kitten must have water (bottled) available at all times. Buyer agrees that cat/kitten will live indoors at all times. Buyer agrees to provide necessary vaccinations and adequate health care for the life of this cat/kitten. Yearly check-ups and booster vaccinations (including rabies, if required by your veterinarian) are required and should be brought up-to-date on the health record provided to Buyer at the time of purchase. Buyer agrees to feed cat/kitten premium food without fillers, hi-products, gluten, and magnesium as these products can cause crystals and severe health problems. Buyer agrees that if he/she can no longer care for cat/kitten, the Seller will be contacted for first refusal and in an effort to help find a suitable home.
- 15) **JURISDICTION.** It is agreed that this sale is taking place in the State of Florida, USA, and it is agreed that this contract will be interpreted pursuant to the laws of the State of Florida, USA. Therefore, any legal issues are to be handled in the court system of Miami Dade County, Florida, USA.
- 16) **HEALTH GUARANTEE.** This cat is delivered with a vaccination record showing all vaccines up to date, and therefore considered to be healthy and free of parasites. This cat is PKD DNA negative, by testing of both parents and/or Grandparents. This cat is being sold with no known genetic problems, at time of sale and if sold for Breeder purpose, seller cannot guarantee reproductive capabilities. This kitten/cat is warranted to be in good health to the best of the Seller's knowledge. THERE ARE NO CASH REFUNDS. Any health problems after pick up shall be the responsibility of the Buyer.

By signing this contract, buyer acknowledges he/she has read and understood all the provisions of this agreement and agrees to its terms. The buyer intends to be bound by all these terms contained herein and waives any rights to further warranty or guarantee as may apply by state and/or local laws. If buyer does not abide by this contract, buyer agrees to pay a fine of \$2,500.00 (plus court costs, attorney fees, and legal fees incurred in collection) to the breeders Joseph Low and Yalili Low.

Entire Agreement. This instrument is intended by both Seller and Buyer to be a final expression of their agreement and, as a complete and exclusive statement of its terms. No representations, understandings or agreements, whether verbal or written, have been made or relied upon in the making of this Agreement other than those specifically set forth herein. Only an agreement signed by both parties may modify this Agreement.

Remedies. All of Seller's rights hereunder are separate and cumulative, and no one of them, whether or not exercised, shall be deemed to be an exclusion of any of the other rights and shall not limit or prejudice any legal or equitable right which Seller may have.

Additional Agreement. This contract is made and signed by both parties to ensure the well-being and protection of this cat/kitten. This contract constitutes the full agreement between buyer and seller. No other warranty, verbal or written, is implied.

By signing below, both Buyer and Seller agree to all the terms and conditions of this agreement. This Contract of Sale agreement constitutes the entire agreement between the Purchaser and Breeder. "I/We have read all pages in this contract and agree to all the stipulations".

Deposit: _____ Date Paid: _____

Paid using: _____

Remaining balance: _____ Date Paid: _____

Shipping Cost: _____

Buyer Initials: _____

Signature indicates full agreement and approval of all above conditions.

Buyer's Signature: _____

Date: _____

Buyer's Printed Name: _____

Buyer's Information Address: _____

Telephone: _____

Email: _____

Driver's License: _____

Seller: Yalili Low

Signature: _____

Date: _____

Seller: Joseph Low

Signature: _____

Date: _____

SAMPLE