

# KAHALI CATTERY

## Pet Contract

This agreement is made between \_\_\_\_\_, hereinafter referred to as the 'seller' of Kahali Cats and \_\_\_\_\_, hereinafter referred to as the 'purchaser'.

*By giving us form of payment for purchase of cat/kitten(s) you have automatically accepted terms of our contract. All kitten/cat sales through Kahali Cattery are covered by the terms of contract regardless of signature/s. Agreement may be verbal, electronic or written. It is the purchaser's responsibility to review terms of contract.*

Whereby it is agreed as follows:

Seller agrees to sell and purchaser agrees to buy the following described feline hereinafter referred to as the kitten/cat as a Pet Only.

Breed: \_\_\_\_\_ Sex: \_\_\_\_\_ Color: \_\_\_\_\_

Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

Purchased For: PET **(NOT FOR BREEDING)**

Costs: \_\_\_\_\_

Deposit: \_\_\_\_\_ (non-refundable.)

Shipping: \_\_\_\_\_ (transporter, delivery, airfare, carrier, health certificate, blanket etc.)

Bal. Due: \_\_\_\_\_

The PURCHASER agrees to and understands the following conditions:

### Health Guarantee and Personality

1. That the seller acknowledges that at the time of sale, the kitten/cat has been vaccinated for their first set of shots, de-worming, **and is in a healthy condition as far as the seller is capable of knowing.**
2. VACCINATION WITH FIP, FIV, or FELV. VACCINE WILL VOID THIS CONTRACT. It has been proven to sometimes predispose a kitten/cat to this disease once the vaccine has been given.

3. **The purchaser has today examined the kitten/cat and is satisfied with the health and temperament of the kitten/cat.**
4. **Purchaser is responsible for all veterinarian fees and other expenses which are incurred from date of kitten/cat leaving cattery.** Purchaser agrees to provide immediate veterinary attention to the kitten/cat upon any signs of illness or distress. Seller will not pay any veterinary bills unless agreed to in advance and in writing.
5. **The purchaser agrees to insure the kitten/cat for at least the first year of its life at the purchaser's expense.**
6. Within a 72 hours of being picked up, purchaser is responsible to bring kitten/cat to their own vet for a health checkup. If the kitten/cat is believed to be ill by a licensed veterinarian, **the seller must be notified within one (1) days of the vet exam.** **The purchaser understands that failure to comply with these terms will null and void any health guarantees in this contract. If it is determined the kitten is unfit for sale by purchases veterinarian, the kitten/cat must be returned to the seller to be examined by the seller's own licensed veterinarian at the seller's expense. After examination by the seller's veterinarian, if the kitten/cat does not receive a clean bill of health and CANNOT be returned to the purchaser then the seller will refund the purchase price in full to the purchaser, minus deliver fees or other fees related to getting the kitten/cat to purchaser. By failing or refusing to return the kitten/cat, the purchaser waivers all rights to financial restitution. Seller is not responsible for medical/wellness exams, office visits or tests as these are part of normal pet ownership. Purchaser will cover medications up to the cost of the provided insurance deductible. Seller is not responsible for any medical expenses that occur after 72 hours. Proof of visit within 72 hours is required or Health Guarantee is considered null and void.**
7. If kitten/cat is found to be showing signs of congenital malformation which adversely affects the length or quality of the animal's life within 1 year following sale of the kitten/cat, purchaser must provide a signed veterinary certification of such condition. Should kitten/cat die at any time after possession and while this health guarantee is in force, a necropsy is required at purchasers' expense, the results to be given to seller in writing from the licensed veterinary professional that performed the necropsy within 15 days of the necropsy. These results must be surrendered to us for our vet to view. If any health problems are found the purchaser will notify the seller in writing and by phone, with documentation from a veterinary professional, of said problem before any action is taken. Under no circumstances may this kitten/cat be euthanized if a condition is treatable or without permission from seller. If during this time period Seller is notified by Purchaser of a genetic health problem, Seller will replace with a cat/kitten of equal value (when available. Seller has 1 year to provide kitten) upon receipt of said cat/kitten, any papers provided (i.e. registration/pedigrees) and a veterinarian's written statement of the health problem. If kitten/cat dies during treatment or suddenly, replacement will only be made after a veterinarian has certified that the exact cause of death was related to an untreatable disease or birth defect. A necropsy is to be done by a licensed vet to verify cause of death or the guarantee is void. The kitten/cat will be replaced if our veterinarian finds this kitten/cat to have a deadly congenital health defect.
8. **The seller is not responsible for any stress induced health issues that affect the kitten/cat once placed in the purchaser's residence. This includes but is not limited to stress induced URI or loose stools.**

9. All kittens/cats receive up to date shots. There are no guarantees against Coccidia, Giardia, URIs, Worms, Fleas, Ticks, Ear mites and other minor parasites/fungi that happen with kittens/cat and are not life threatening and can easily be picked up in the environment and/or at a vet's office. Seller promises the kitten is healthy and proper shots and de-wormings have been given to help prevent any and all potential problems. If this kitten/cat has been found to be medically deficient, such findings MUST be reported to the seller immediately.
10. Health guarantee is void if kitten/cat is given drugs / dosages considered as off label that isn't accepted as a standard of care agreed with AAFP or AVMA regardless of veterinarian prescription or suggestion.
11. Purchaser is acquiring this kitten/cat as a companion animal and not for breeding purposes. The kitten/cat is sold as a pet only and MUST be spayed/neutered by the age of 6 months old if for any reason it cannot be done prior to the sale. It is the responsibility of the purchaser to pay for spay or neuter kitten/cat if within purchaser's ownership. Upon proof from purchaser of spay/neuter procedure and third set of shots, seller will process registration papers of said kitten/cat.
12. At the time of delivery this kitten/cat has an affectionate personality and is properly socialized. Please note that cats are very young when leaving our cattery and require appropriate time to settle into their home first. We are not responsible for personality changes that may occur after leaving the cattery. It is the purchaser's responsibility to train the cat to behave the way you deem correct for your household.
13. **If the purchaser's premises are a multi cat home then it is the purchaser's responsibility to isolate the kitten/cat for at least two week before introduction to other kittens/cats already established in the purchaser's home. The purchaser understands that failure to comply with these terms will null and void any health guarantees in this contract.**
14. Kitten/cat should remain on the same feeding regimen when leaving the cattery for at least two weeks. The seller is not responsible for any issues that may occur from switching foods too fast or to a lesser quality of food than what was suggested.

#### Other

1. Purchaser agrees to care for this kitten/cat by providing adequate indoor only facilities; to maintain proper nutrition, to get the kitten/cat normal yearly inoculations as recommended by a licensed veterinarian, and if deemed necessary, prompt medical attention.
2. Purchaser agrees NOT TO DECLAW kitten/cat.
3. Purchaser agrees that this kitten/cat will never be given or sold to any pet shop, research laboratory, humane society or similar facilities.
4. If at any time the purchaser decides they no longer wish to own the cat, they should contact the seller with help in rehoming and/or update the seller with new owner information.

**NO CASH REFUNDS:**

The kitten/cat will be exchanged for another of equal value if and when one is available provided a letter from the veterinarian is given as evidence of the kitten's/cat's congenital defect and the kitten/cat is returned along with all the registration papers and medical documents. Any shipping and/or veterinarian expenses are the sole responsibility of the purchaser. Replacement must be claimed as soon as a replacement is offered. Seller reserves the right to refuse any further extension if purchaser fails to accept a kitten/cat offered as a replacement. Once replacement kitten/cat is in purchaser's possession, replacement kitten/cat CAN NOT be transferred by sale or gift to a third party. If replacement kitten/cat is not wanted by purchaser anytime after taking possession of kitten/cat, the kitten/cat MUST be returned to seller at purchaser's expense. Refund will only be granted in these cases once kitten is resold, minus deposit and any expenses occurred to seller.

**Legality Issues:**

Contract may be subject to change without notification. By giving us form of payment for purchase of cat/kitten(s) you have accepted terms of our contract. All kitten/cat sales through Kahali Cattery are covered by the terms of contract regardless of signature/s. Agreement may be verbal, electronic or written as to include out of state purchaser who must ship their kittens. It is the purchaser's responsibility to review terms of this contract. Seller has no immediate plans to discontinue breeding but guarantees and warranties are only valid as long as kittens are still being produced. The rest of the terms of the contract remain in effect regardless of seller breeding or not. If this contract is breached for any reason the Purchaser is required to return cat/kitten to Kahali Cattery immediately at Purchaser's expense. Seller is also able to bring legal action against Purchaser if any part of this contract is breached in the amount of \$1,000.00 per infraction.

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**Please Note:** Kitten/cat will come with a registration slip from parent club after proof of spay/neuter procedure, and third set of shots. Kitten/cat registration and the cost of registration is the sole responsibility of the purchaser. Registration form/papers for kitten/cat purchased as a pet will be marked "NOT FOR BREEDING."

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**Purchaser:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State/Prov:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Purchaser Signature:** \_\_\_\_\_

**Seller Signature:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_