

Meowtain Sage Cattery Sale & Health Guarantee Contract - All Rights Reserved

**Purchaser Information**

Purchaser's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Kitten & Purchase Information**

Kitten's Name: \_\_\_\_\_ Gender: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Kitten's Sire: \_\_\_\_\_

Kitten's Dam: \_\_\_\_\_

Purchase Price \$ \_\_\_\_\_

Deposit Received \$ \_\_\_\_\_

Price Due Upon Pickup OR 48 Hours prior to Delivery \$ \_\_\_\_\_

By accessing or engaging in activity, you agree to be bound by these terms, which you acknowledge that you have read and understood.

**Breeder Agrees to the Following:**

\_\_\_\_\_ 1.) Breeder guarantees that the cat being sold is a Pedigree Russian Blue cat.

\_\_\_\_\_ 2.) Breeder agrees to provide a Veterinarian Health certificate for the kitten.

**Purchaser Agrees to the Following:**

\_\_\_\_\_ 1.) This cat or kitten is purchased for pet only [NO BREEDING RIGHTS]. Purchaser agrees that they have read and signed the separate Spay/Neuter Contract provided previously.

\_\_\_\_\_ 2.) The Deposit is non-refundable for any reason other than the Breeder not being able to deliver the kitten. Deposit will be applied toward the price of the kitten. The balance for the kitten will be due within 2 days after electronic delivery of the Health Certificate. Delivery fees are NOT included in the purchase price.

\_\_\_\_\_ 3.) Under no circumstance is the kitten/cat to be sold, leased, or given away. If the Purchaser transfers the cat/kitten to another owner, the Purchaser agrees to let the Breeder know and approve the transaction.

\_\_\_\_\_ 4.) The Breeder guarantees that the kitten/cat is healthy to the best of his/her knowledge at the time the Purchaser takes ownership of the kitten. Purchaser is advised to take this kitten/cat to a veterinarian for a complete health check within 3 days (72 hours) of receiving the kitten, excluding weekends and holidays. If the cat/kitten is found to be unfit for sale due to a congenital or hereditary disorder, Purchaser may opt for one of the following:

(a) The right to return the animal and receive a refund of the purchase price within 10 business days following receipt of a signed veterinary certification, including sales tax, but excluding the veterinary costs related to the certification that the dog or cat is unfit; or

(b) The right to return the animal and receive an exchange kitten of the Purchaser's choice of equivalent value, but not a refund of the veterinary costs related to the certification that the kitten is unfit.

\_\_\_\_\_ The Purchaser must notify the Breeder within 2 business days after the veterinarian's determination that the animal is unfit. The written certification of unfitness must be presented to the Breeder not later than 3 business days following receipt thereof by the Purchaser.

\_\_\_\_\_ After 3 Days, Breeder cannot be held accountable for FeLV, FIV, FIP, or any other bacterial and viral infections, infectious diseases, and parasites or fungus due to the fact that these can be contracted anywhere in the environment after leaving the cattery and are not a result of genetics or breeding. An animal may not be determined unfit for sale on account of an injury sustained or illness contracted after the consumer takes possession of the animal. A veterinary finding of intestinal or external parasites is not grounds for declaring a cat unfit for sale.

\_\_\_\_\_ 5.) The cat has a five-year warranty (from the date of birth) or until the Cattery is closed - whichever comes first, against 30 specific genetic defects listed below. If any are found which ultimately results in the demise of the kitten, the Breeder will replace the kitten within the next three litters after the Breeder receives proof of genetic defect via necropsy report from a licensed veterinarian. There must have been a reasonable amount of effort taken by the Purchaser to treat the condition and prevent the loss of life. What is "Reasonable" will be deemed by the Breeder.

The Health Guarantee covers the conditions listed below:

- Acute Intermittent Porphyria
- Autoimmune Lymphoproliferative Syndrome
- Congenital Adrenal Hyperplasia

- Congenital Erythropoietic Porphyria
- Cystinuria
- Dihydropyrimidinase Deficiency
- Factor Xii Deficiency
- GM1 & GM2 Gangliosidosis
- Glutaric Aciduria
- Hemophilia
- Hyperoxaluria
- Lipoprotein Lipase Deficiency
- MDR1 Medication Sensitivity
- Mucopolysaccharidosis
- Myotonia congenita
- Polycystic Kidney Disease (PKD)
- Progressive Retinal Atrophy
- Pyruvate Kinase Deficiency
- Sphingomyelinosis
- Vitamin D-Dependent Rickets

\_\_\_\_\_ In the event of a genetic defect which is a life-altering condition that may negatively affect the kitten within the first five years of life, and euthanasia is chosen as the best option for the cat, because there is no quality of life, both the buyer AND the breeder MUST agree in writing that Euthanasia is the best option. **THERE ARE ABSOLUTELY NO EXCEPTIONS TO THIS CLAUSE.** *Lack of funds to provide care for a kitten/cat is not a reason to choose euthanasia.*

\_\_\_\_\_ If the condition is not specifically listed on this contract, then its specifically excluded from the health guarantee.

\_\_\_\_\_ There will be no cash refunds under any circumstances, except at the Breeder's discretion if he/she opts to refund the purchase price rather than replace the cat.

\_\_\_\_\_ 6.) Purchaser will not administer the non-core vaccinations to the kitten/cat including the vaccinations for: FIP, FelV, and FIV. Administration of any of these vaccines at any time will render the health guarantee void.

\_\_\_\_\_ 7.) Purchasing a kitten from the Breeder makes you solely responsible for the health and well being of the kitten from the day it arrives at home until the last day of its life. It is not the responsibility of the breeder to pay for any veterinarian expenses, treatments, or medicines that may be required to improve the life of your kitten or cat. While everything is done to ensure that we deliver a healthy and viable kitten/cat, there's no way for us to predict the future health of any kitten. It is a living animal and there's always a risk that it may develop a health condition in the future.

\_\_\_\_\_ 8.) In the case that shipping or delivery of any kind is necessary, the Purchaser understands that once the Breeder has dropped the kitten off at the airport, with the nanny, or to the Purchaser, the Breeder can not guarantee handling and care of the kitten. Purchaser understands that while the kitten is in this environment, the kitten will be in an unfamiliar area with unknown animals. The Purchaser will assume all veterinary costs and travel fees incurred at this time.

\_\_\_\_\_ 9.) Breeder makes no guarantee of Show Quality or ability of the kitten, no how well a kitten will show or place. Likewise, the Breeder makes no guarantee of the appearance of the kitten after maturity including, but not limited to: size, weight, and shade.

\_\_\_\_\_ 10.) Breeder has no guarantee of the kittens' behavior or personality. Breeder is not responsible and cannot be held liable for the kitten/cats behavior changes due to stress and exposure to a new environment. It is the Purchaser's responsibility to slowly and carefully transition the kitten to its new home.

\_\_\_\_\_ 11.) Purchaser agrees to keep vaccinations and health checks up-to-date, to provide a clean environment for your kitten, to never allow this cat to roam freely outdoors, to never place this cat in a laboratory or pet shop, and to never declaw the cat.

\_\_\_\_\_ 12.) Purchaser will always provide a clean litter pan, fresh water, quality food and suitable scratching posts. If cat/kitten is found to be kept in an unsuitable environment or is poorly cared for, the Breeder will reserve the right to request that the cat/kitten be unconditionally returned at no cost to the Seller with **NO REFUND** of purchase price.

\_\_\_\_\_ 13.) Purchaser understands that the Breeder reserves the right to use any and all photos of the kitten while it is still in the Breeder's care, including on social media.

\_\_\_\_\_ 14.) This contract is legally binding to all parties involved. This sales agreement is non-transferable to other parties. Any changes, additions, or omissions to this contract must be agreed upon in writing and dated and initiated by all parties.

\_\_\_\_\_ 15.) Breach of this agreement will result in cancellation of any warranties, or guarantees, of this kitten. The Breeder's maximum liability to the Purchaser for any and all losses, claims, damages, or liability of any kind shall be limited to the amount paid by the Purchaser to the Breeder under this agreement. Any lawsuits pertaining to this agreement will be handled in the state of Idaho.

\_\_\_\_\_ 16.) The kitten is able to leave the nursery and go to his new home starting at the age of 12 weeks old. Kitten **MUST** be picked up or delivered by the kitten's 13 week old birthday. In the event the kitten has not been picked up or delivered by the 13 week birthday, then there is a \$35 per day boarding fee (paid by the Purchaser) for the Breeder to keep the kitten, plus any fees that may be required to keep vaccines updated, or for veterinary health care. The maximum time for boarding is 30 days. After 30 days of boarding, it will be assumed that the kitten will not be going to the new Purchaser. Any monies paid to the breeder will be forfeited without Refund and the kitten will no longer be available to the mentioned Purchaser.

\_\_\_\_\_ 17.) The Breeder reserves the right to cancel this contract at any time prior to the kitten leaving the cattery if the Breeder feels that it is in the best interest of the kitten and/or the Breeder. In that instance, the Purchaser will be refunded 100% of their deposit.

Purchaser Signature \_\_\_\_\_

Date \_\_\_\_\_

Breeder Signature \_\_\_\_\_

Date \_\_\_\_\_