

Whispurrs Cattery

Contract of sale for Siberian Kitten

This agreement was entered into on the _____ day of _____, _____ between Jennifer Krocenko of Whispurrs Cattery (hereafter "breeder"), and

Print name (s) _____

Home address _____

Phone number _____ cell _____

(hereafter referred to as "purchaser")

Term and conditions of sale/ purchase

- 1. This is a legally binding agreement for the sale / purchase of the following described Siberian kitten.*

Sex _____ Birthdate _____

Present coat/color _____

Dam _____

Sire _____

(hereinafter " kitten " and/ or " the animal described herein ")

- 2. The price of this kitten shall be \$ _____*

- 3. This kitten is purchased for (check applicable and cross out inapplicable)*

[] pet (terms in 3 A applicable)

[] show (terms in 3 A applicable)

[] breeder (terms in 3 A not applicable)

3 A. Purchaser is required to alter the kitten within 4 - 8 months of the kittens birthdate noted in paragraph 1 at the cost of the purchaser and provide written proof to the breeder by a currently licensed veterinarian within 60 days of the alteration of the kitten. Purchaser assumes all risk of alteration surgery. Breeder shall forward the

registration papers after veterinary proof confirming stay/neuter is received from purchaser. Breeder may confirm alteration of the kitten with the veterinarian certifying the alteration. In the event the purchaser fails to either alter the kitten within 4 - 8 months of kittens birthdate or provide written proof to the breeder, the purchaser agrees that the breeder has the right to repossess the kitten with no obligation or refund from the breeder and the purchaser shall deliver the kitten to the breeder within 14 days if demand from the breeder. In the event that the purchaser fails to timely deliver the kitten to the breeder, the purchaser shall pay liquidated damages in the amount of One thousand eight hundred dollars (\$1800.00) in addition to the price specified in paragraph 2. The liquidated damages specified in this paragraph shall be without prejudice to attorney 's fees and /or prejudgment interest pursuant to this contract of it becomes necessary to litigate to enforce this clause.

4. Breeder cannot guarantee future show achievement for cats sold as show. Kittens as show quality animals must be shown at least twice as kitten in order to acclimate the kitten to the show process. and show again as an adult until the cat has had the opportunity to earn enough points to achieve the minimum of champion status.

5. Breeder cannot guarantee future reproductive capability for cats sold as breeders. In the event a breeder quality kitten fails to produce a litter within 18 months, the breeder agrees to replace the cat with a kitten from a different litter. shipping of the original kitten /cat and replacement kitten to and from the breeder shall be the responsibility of the purchaser.

6. The kitten is in good health to the best of the breeder's knowledge and is free from internal and external parasites. Breeder guarantees this cat to be in sound health at the time of sale. Purchaser agrees to have the kitten examined by a licensed vet within three business days of purchase and agrees to notify breeder within 24 hours if and only if adverse finds. If any health concerns are found, the purchaser may return the kitten to the breeder for a full refund of the purchase price. No medical or travel charges will be refunded. Breeder will provide kittens with proper inoculations consistent with its age prior to sale/shipment and shall supply a health record to the purchaser with the kitten. Rabies to follow at vet as per local state laws.

7. All kittens are sold with a one year health guarantee against any congenital birth defects. Any cat suspected to have any genetic disorder should be taken to your vet to confirm the problem. Once you have obtained this documentation, purchaser should contact breeder to arrange return of the affected cat. Purchaser is solely responsible for all costs involved in obtaining documentation and for shipping cat back to breeder. In the event that the kitten dies, a necropsy shall be provided to breeder. Breeder will replace cat with a kitten of equal quality from a different litter when one becomes available, and shipping of the replacement kitten shall be responsibility of the purchaser. * If you decide to keep the affected animal, no refund is offered. However if your animal has a congenital birth defect, it is the full responsibility of the purchaser to notify the breeder. The breeder would never knowingly propagate any such lines, and it is imperative that we be notified of any such problem.

8. Purchaser agrees that any and all costs or expenses associated with the health of the kitten, including any additional vaccinations that may be required depending on the age of the kitten at the time that the purchaser takes possession of the kitten, as well as future booster vaccinations, are solely the purchaser's and, aside from the replacement of the kitten (per terms and conditions set forth in paragraph 7), the breeder shall not

be responsible for any bills or costs incurred by the purchaser for veterinary treatment and/or other treatment or therapies for the kitten

9. The purchaser agrees that they will furnish adequate indoor facilities for the kitten and further agrees that the kitten shall never be allowed to roam outdoors freely during the lifetime of the animal described herein.

10. The animal herein described may not be declawed, nor may it have a tendonectomy of any kind without obtaining written and signed permission by the breeder. It is recommended that you provide your cat with scratching posts or blocks in order to protect your furniture. Paying close attention to your kitten's behavior when he or she arrives, followed by a firm "no" and redirection to acceptable scratching surfaces (when needed) is a very effective way to dissuade problem behaviors such as furniture scratching. The use of a squirt gun is strongly discouraged.

11. Purchaser agrees not to cause the animal described herein to be sold, leased, or given away to any pet store, shelter, research lab, breeding mill, or similar facility. Furthermore, the purchaser agrees not to sell, trade, give, lease or otherwise release the animal to any other breeder without written permission from Whispurrs Cattery. Once purchaser alters the kitten, he/she may be placed as a pet in a good home in the unfortunate event that the purchaser can no longer keep this kitten.

12. Purchaser assumes full responsibility for the animal herein described upon the kitten leaving the breeder's premises. It is thereupon agreed that the breeder shall not be responsible for any consequential damages attributable to the actions of the animal herein described after said animal has left the breeder's premises. In the event that any claim is made against the breeder as a result of the actions of the animal herein described, the purchaser agrees to fully indemnify the breeder for the any and all damages and/or attorneys fee and costs associated with the defense of such claim by the breeder.

13. Should enforcement of any portion of this contract become necessary, all legal fees, court costs, travel expenses, and related expenditures incurred by the breeder will be the sole responsibility of the purchaser. This contract and the terms herein shall be governed by and construed in accordance with the laws of the state of Connecticut, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of relation to this contract shall be filed only in the courts located in New Haven county, Connecticut to the exclusion of all other courts and purchaser hereby consents and submits to the personal jurisdiction of such courts for the purpose of litigating any such action. Should any portion of this contract be found invalid or unenforceable by a court of law, all remaining portions herein shall remain fully valid and fully enforceable.

14. There shall be a seven day trial period from the date of this contract to see if the kitten affects the new owners allergies. The new owners agree not to expose the kitten to any other cats or kittens during that trial period, nor let the kitten go outdoors to expose the kitten to any contagious disease. If the new owners allergies do not permit the kitten to reside with them, they will return the kitten no later than the 7th day past the signing of this contract. The transportation back is the sole responsibility of the buyer. The kitten will be returned in the same state of health as when it was purchased. If the kitten is in ill health, it shall be brought to the vet and the fees incurred will be deducted from the purchase price. The buyer also will agree to forfeit the \$150 deposit when the refund is given. The remainder of the balance shall be refunded within one week of the kittens return.

By signing this contract, you are entering into a legal binding agreement for the purchase of the above described cat and agree to all terms described herein.

Breeder _____ date _____

Printed name of breeder _____

Purchaser _____ *date* _____

Printed name of purchaser _____

Co-purchaser _____ *date* _____

Printed name of co-purchaser _____