Snowy Ridge Maine Coons Kitten/ Cat Purchase Contract

This Kitten/ Cat Purchase Contract (this "<u>Contract</u>"), between the Buyer and Seller identified on the signature page below, is effective as of <u>May 2, 2021</u> (the "<u>Effective Date</u>"). Buyer and Seller are each individually referred to herein as a "Party" and collectively as "Parties."

1. <u>Purchase and Sale</u>. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the feline described below (the "<u>Kitten/Cat</u>"):

Breed: Maine Coon

Name:

Gender: Choose an item.

Color:

Date of birth: February 4, 2021

2. <u>Purchase Price</u>. Buyer agrees to pay Seller the following purchase price ("<u>Price</u>") for the Kitten/Cat on the payment dates specified below:

	Amount	Payment Date
Deposit:	<mark>\$0</mark>	On or before the date of this Contract
Remaining Balance:	<mark>\$0</mark>	
Total Purchase Price:	<mark>\$0</mark>	_

The deposit is non-refundable unless Seller fails to deliver the Kitten/ Cat. If Buyer fails to make any required payments on or before the payment dates specified above, this Contract may be terminated by Seller at its sole discretion without refunding the deposit to Buyer.

- 3. <u>Payment</u>. Payment shall be made in cash on the date of Kitten/ Cat pickup. Seller shall not release Kitten/Cat prior to receipt of the entire purchase price.
- 4. <u>Transfer of Ownership</u>. At the time, the Kitten/ Cat leaves Seller's possession, all of Seller's right, interest and title to Kitten/ Cat shall be transferred to Buyer, and all risks associated with the ownership and transport of Kitten/ Cat shall be assumed by Buyer.
- 5. <u>Breeding Rights/Pet Status</u>. **Kitten/ Cat is being sold to Buyer <u>without</u> breeding rights**. Buyer acknowledges that the Kitten/ Cat will be spay/ neutered within 8 months.
- 6. <u>Pedigree & Registration Documents</u>. The official Pedigree is not provided by the Seller. Pedigree documents may be obtained through Cat Fanciers Association (CFA), or Cat Fanciers Federation (CFF). Registration documents are provided by the Seller after proof of Kitten/ Cat spay/ neuter is provided by the Buyer.
- 7. <u>Vaccinations</u>. Prior to the "Pick-up Date", Kitten/ Cat shall be up to date and current with all recommended vaccinations as per the Breeder's licensed veterinarian. Copies of all veterinary records



will be provided to the Buyer on the "Pick-up Date". Any remaining recommended "Core" (Rabies and FVRCP) vaccines must be completed within 16 weeks or Health Guaranty is null and void.

8. <u>Health Guaranty</u>. The Seller guarantees that all Kitten/ Cats leave their cattery with a health certificate provided by a licensed veterinarian. Every reasonable effort is made to assure the Buyer is receiving a Kitten/ Cat that is free of any KNOWN parasite or diseases. The Seller guarantees the health of the Kitten/ Cat for 72 hours from any bacterial/ viral infections, parasites, or fungus since these can be contracted anywhere in the environment after leaving the cattery and are not a result of genetics or breeding. After 72 hours, the Buyer agrees to take on all costs and responsibility for the general health care of the Kitten/ Cat. If within 1 year the Kitten/ Cat is found by a licensed veterinarian to have an incurable illness due to a genetic defect that threatens the Kitten/ Cat's life, the Buyer may exchange the Kitten/ Cat for a kitten of equivalent value when a new kitten becomes available from Seller ("Health Guaranty"), but only if all the following conditions are met:

(i) Buyer has Kitten/ Cat examined by a licensed veterinarian within Seven (7) calendar days of the "Pick-up Date"; and

- (ii) Buyer authorizes its veterinarian to discuss Kitten/ Cat's condition directly with Seller; and retains the rights to see all medical findings and tests performed by the veterinarian. The Seller will contact the veterinarian responsible for the care of the Kitten/ Cat and speak with them at length concerning the health and wellbeing of the Kitten/ Cat.
- (iii) The Seller will also consult their own veterinarian with the information provided to them to better assess the source of the medical concern and how best to proceed with care and prevention.
- (iv) The "HEALTH GUARANTEE." Shall be null and void in the event or evidence of abuse or neglect or accident. Such as but not limited to Broken limbs, hit by car, or injured in some other way by mistreatment or accident. This will also include but is not limited to, contracting a disease or parasite while in the Buyer's care and custody of the Buyer. Such as the Kitten/Cat escaping the customers home and disappearing for a time and returning or contracting a disease or parasite or injury from another animal. Should any of these conditions apply to the kitten's health then the Seller considers their guarantee void, and the customer agrees to take on all medical cost. The HEALTH GUARANTEE will expire 1 year after the customer takes charge of the kitten. At that time, the customer is completely responsible for all medical cost that should arise.

Seller confirms that Kitten/ Cat does not have, as of the date of this Contract have any colds, viruses, wounds, bites, skin rashes, fleas, fungus, mites, worms, or other parasites. However, the Health Guaranty excludes these conditions after 72 hours, because they can be contracted from other animals after leaving Seller's possession, and in any case, they are treatable. Should any of these conditions be documented by a licensed veterinarian within Seven (7) business days of Buyer's receipt of Kitten/ Cat, Seller and Buyer agree to work together in good faith to address the issues, giving highest priority to Kitten/ Cat's health.

Beginning on the Delivery Date, all health expenses relating to the Kitten/ Cat (including the veterinary examinations contemplated above), are Buyer's sole responsibility.

9. <u>Buyer's Responsibilities</u>. Buyer agrees to the following: (a) Kitten/ Cat will receive its annual vaccinations and veterinary examinations, in addition to any necessary veterinary attention, (b)



Kitten/ Cat will not be denied needed veterinary attention, (c) Kitten/ Cat will not be allowed outside except on a leash (under close supervision) or in a completely enclosed run, (d) Kitten/ Cat will be given the proper diet in the proper amount, and will have fresh water available at all times, (e) Kitten/ Cat will receive frequent grooming and kind human attention, free of cruelty and abuse, (f) if Buyer is unwilling or unable to retain ownership of Kitten/ Cat for any reason, the Seller will be contacted to be given the first right to rehoming, (g) Kitten/ Cat shall never be destroyed, given to an animal shelter, sold or given to a pet store, abandoned, or sold or given to a laboratory, (g) Kitten/ Cat shall never be declawed or caged, (h) at Seller's request, Buyer will periodically inform Seller about Kitten/ Cat's health and well-being and (i) Buyer will immediately inform Seller of any serious illness or death of Kitten/ Cat.

- 10. Refund Policy. No cash refunds for any reason.
- 11. <u>Resales</u>. If at any time Buyer wishes to re-sell Kitten/ Cat, the sale must be pre-approved by Seller in writing.
- 12. <u>Advertising Rights</u>. Buyer agrees to allow Seller to use Kitten/ Cat's photograph, name, biographical information, and awards in all of Seller's existing and future advertising, including website advertising and the promotion of Seller's cattery.
- 13. Entire Agreement; Assignment; Electronic Signatures. This Contract constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous agreements, both written and oral, regarding such subject matter. This Contract may not be assigned by Buyer without Seller's prior written consent, and any attempt to do so shall be null and void. A signed copy of this Contract delivered by facsimile, email or other means of electronic transmission will have the same legal effect as delivery of an original signed copy of this Contract.

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By the signing below, Seller and Buyer each confirm that he or she understands and agrees with the terms and conditions of this Contract.

SELLER:		BUYER:	
Name:		Name:	
Email:	info@snowyridgemc.com	Email:	
Telephone:	603-575-9106	Telephone:	
Address:	Littleton, NH 03561	Address:	
Cattery name:	Snowy Ridge Maine Coons		

