

Contract / Agreement for the Purchase of Kitten / Cat



This contract is between _____ (referred to as Seller)
and _____ (referred to as Buyer), entered into on _____, 20_____.

The Seller agrees to sell and the Buyer agrees to buy the following described kitten / cat (referred to as Cat):

Cat's name _____ Reg# (if applicable) _____ Breed: _____ DOB: _____

Sex: _____ Color / Markings: _____ Altered _____ Not Altered _____ ID Microchip # _____

Dam _____ Reg# _____ Sire: _____ Reg# _____

Pet Only _____ Pet/Show Prospect _____ Breeder _____ Breeder/Show Prospect _____ Special Needs Pet _____

Please note:

- Cats are sold based on the quality the Seller feels this Cat is at the time of sale and is the opinion of Seller.
- Seller cannot guarantee or warranty type, color, behavior / personality, degree of hairlessness, reproductive capability or any show achievements.
- Seller will _____ will not _____ send Buyer registration form / papers necessary for registering the Cat. The cost of registration is the sole responsibility of the Buyer. Said Registration form / papers for cats purchased as pets will be marked "NOT FOR BREEDING".

Deposit / Payment

A deposit agreed upon has been _____ (paid on _____, 20_____) has not been _____ placed to reserve this Cat until _____, 20_____. If a deposit is placed to reserve a Cat, that Cat will not be sold to another buyer.

Deposits are NON-REFUNDABLE except in the event that the Seller is unable to supply previously reserved said Cat. Deposit is not transferable to another kitten, unless agreed upon with Seller. Seller reserves the right to cancel this contract if it is found that the Buyer has falsified any information to the Breeder. The deposit will not be returned in this case. The remainder of purchase price plus transportation related costs and any other applicable fees, if any, are due in full on or before _____, 20_____. If payment is not received by due date, the Buyer loses all rights to the Cat, forfeits the deposit, and the Seller is free to sell the Cat to another party.

Shipping / Pick-up

If third-party shipping arrangements are being made, Buyer is responsible for all shipping related charges (including a health certificate) and shall be paid by the Buyer to Seller in full prior to Seller's transfer of cat. If the delivery is made by Seller directly to Buyer, a delivery fee may apply and shall be paid in advance of delivery. Ownership of Cat transfers to Buyer at the point that: 1) Buyer takes physical possession of the Cat if meeting directly with Seller or 2) Seller delivers Cat to third-party shipper. Liability of Seller for said Cat ends upon acceptance of Cat by shipping firm. It is the responsibility of the Buyer to file any claims with shipping company. Buyer agrees to call or email Seller within 1 hour upon initial receipt of cat, if not physically taken directly from Seller.

Health Guarantee

Seller will provide a written health certificate from a licensed veterinarian, dated within 5 days of shipment, and guarantees Cat for good health for a period of 5 days from the time Cat leaves possession of Seller. Buyer agrees that a Cat entering a home where there is another animal present will be isolated / quarantined for a period of one week. Buyer agrees to provide immediate veterinary care to a Cat showing signs of distress, illness, or injury. Seller must be notified immediately about the illness by letter / fax from examining veterinarian and before any major treatment is begun, except in an emergency situation. Under no circumstances is the Cat to be destroyed prior to notifying Seller.

Buyer must have Cat examined and tested for FeLV/FIV by a licensed veterinarian within (48) hours of receipt to confirm good health. Proof of this exam must be provided to Seller on same day as examination. The Cat may be returned for a replacement if, within the guarantee period, the Cat is found to have a serious or life-threatening condition which the examining veterinarian concludes was present prior to transfer of possession. The replacement will be made as long as the Cat is returned along with all registration papers, original sales contract, and a written statement from the veterinarian within (48) hours of the defect being diagnosed.

In the event the Cat should die within the guarantee period, despite medical treatment, Buyer must notify Seller immediately and obtain, at his/her expense, an official autopsy report with pertinent lab findings indicating cause of death. Based upon lab findings and said autopsy report, indicating that the illness was present prior to sale, Cat may be replaced at Seller's discretion with similar or better quality Cat when one becomes available. Seller reserves the right to require the Cat be returned for identification before providing a replacement. There shall be no refunds of purchase price, shipping charges, or any other costs. Seller is not responsible for any veterinary expenses incurred by Buyer at any time. All health guarantees will be null and void if Buyer fails to comply with any of the provisions specified above.

Initial: Buyer _____ Seller _____ Date _____

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Housing, Care and Transfer of Ownership

If it becomes necessary for Buyer to give up the Cat for any reason, Buyer will contact Seller, who has the FIRST option to take / buy the Cat back or assist in finding a suitable new home for the Cat. This right is not time limited, but remains in effect for the life span of the Cat. Under no circumstances is Cat to be placed with a different home / owner or cattery, resold, leased out, traded or given to any other person, pet shop, animal shelter, research laboratory, or similar facility for whatever reason or purpose without Sellers knowledge and written consent. Cat will not be caged as a primary living arrangement. Seller reserves the right to inquire about and inspect the Cat’s housing and quarters at any given (reasonable) time. Seller reserves the right to repossess, with no compensation to the owner if Cat is found in an unsanitary or inhumane condition, or being caged. The Cat must be maintained within the household of the Buyer at all times, except for brief periods when the Cat may be cared for by another due to the absence of the Buyer from home. If Cat is sold as Breeder, Buyer agrees not to breed Cat before 12 months of age and agrees to retire Cat from breeding at 6 years or younger.

Buyer / Seller Obligations

Buyer agrees to keep Cat for as long as it lives, unless unforeseen circumstances prevent it. Buyer agrees to follow Cat care as outlined in brochure supplied by Seller. Buyer agrees that the Cat will always receive prompt, top-notch medical care from a competent, licensed veterinarian. Care shall be obtained immediately upon any signs of illness. Buyer agrees to have new Cat microchipped if Seller does not already have this done.

Buyer and Seller agree to exchange any future changes of address or phone number. Buyer agrees, as a courtesy, to provide yearly photographs of Cat to Seller and to update Seller of the Cat’s progress or any other related info. Thank you!

Breach of Contract

In the event of invalidation of any provision of this contract, the remaining provisions of this contract will continue to be fully enforceable in accordance with the terms within. All legal fees and/or court costs necessary to enforce this contract will be the obligation of the Buyer, including all those incurred by the Seller. Any legal action which may arise under the terms of this contract will be brought in the city/county of Seller's residence.

Additional Provisions

The following lines are for additional circumstances related to the sale. Strike-through any lines that are unused. All additions must be initialed by both parties.

This legally binding contract is the exclusive agreement between the Buyer and Seller and supersedes any and all prior oral or written agreements, negotiations or other dealings between them concerning the purchase and sale of this Cat. This agreement may be modified only in writing, signed by both Buyer and Seller, and is non-transferable to any other party.

I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, fully understand, and agree to them.

Signature of Buyer(s): _____ Date: _____
Address: _____
Phone: _____
Email: _____

Signature of Seller: _____ Date: _____
Phone: _____
Email: _____

Two (2) copies are made of this contract, one for Buyer, one for Seller.