

Sample Contract

The Breeder and Buyer agree to the following terms and conditions:

- 1. The Buyer will provide the Breeder with a non-refundable deposit, requesting that the Breeder reserve a particular kitten for them. No kitten will be held without a deposit.
- 2. The balance owing on a kitten must be paid before the kitten will leave the Breeder's care.
- 3. At no time will the kitten be sold, leased, or given away to any pet store, humane society or research facility.
- 4. If the kitten needs to be rehomed for any reason, the Breeder will be contacted **first** and given the choice to take back the cat, with **no** expectation of a refund. If the Breeder does not have the space to take back said cat, the Breeder will aide in finding an appropriate home for him/her.
- 5. The kitten will be a **strictly** indoor cat.
 - a. Supervised outside time on a lead/leash, or in a secure outdoor enclosure are acceptable.
- 6. The kitten will not be declawed.
- 7. The kitten will be sold as a pet only and will be spayed/neutered before leaving the Breeder's care.
- 8. If this kitten is found to be abused, neglected, or malnourished, the Buyer will surrender the kitten to the Breeder unconditionally.
- 9. The Breeder reserves the right to refuse the sale of any kitten at any time, until the kitten has been placed in his/her new home. If a sale should be refused, the potential Buyer will be refunded any money paid, minus the deposit, and this contract will be null and void.
- 10. The Breeder will offer a limited 72 hour health guarantee. It is the Buyer's responsibilty to have the kitten examined by a Veterinarian of their choice, and of their own expense, within the first 72 hours of taking said kitten home.
 - a. We require the Buyer send a copy of the completed 'Record Of Examination', or a similar form.
 - b. The kitten should be kept quarantined from any other animals until the exam has been completed.
 - c. This check up must be completed to activate the Health Guarantee offered.
- 11. If the kitten is deemed to be of poor health by a licensed Veterinarian, (minus minor respiratory symptoms which may show up in times of stress, ie. re-homing) and with written proof, the Buyer is able to request another kitten of equal value. No timeline is given.
 - a. The Breeder does not guarantee that the replacement kitten will have the same markings as the previous kitten.
 - b. The Breeder will have the replacement kitten vaccinated, microchipped and altered.
 - c. The Buyer may turn down any offered kitten for any reason. A maximum of three kittens will be offered. If a kitten is not chosen, the Buyer forfeits the claim to a replacement kitten.
 - d. The Buyer will be responsible for any travel/shipping costs of the new kitten.
- 12. All kittens will be conditionally ensured (please refer to #10) with a **three year** health guarantee against all genetic illnesses. The term 'genetic' refers to a condition that was inherited from one or both parents.

- 13. If the kitten dies within the first three years, a full necropsy must be performed by a Veterinarian at the Buyer's expense.
 - a. If it is determined that the kitten's cause of death was linked to a genetic disorder or similar, the Breeder will replace the kitten.
 - b. Please refer to #11. No cash refund will be given.
- 14. All kittens will leave the Breeder's care with 6 weeks free pet insurance.
- 15. The Breeder guarantees that the kitten has been age appropriately vaccinated against Rhinotracheitis, Calicivirus, Chlamydia and Panleukopenia, and also guarantees the kitten is free of Feline Leukemia Virus (FeLV), Feline Immune Deficiency Virus (FIV), fleas, worms, fungus and/or ear mites.
- 16. The Breeder cannot be held responsible for any disease the kitten may come into contact with after leaving the Breeder's care.
- 17. The Breeder cannot be held responsible for any medical bills incurred with the kitten.
- 18. The Buyer will agree to provide updates and pictures of the cat from time to time. It is understood that any of these pictures may be posted on www.circleoflifecattery.com, Facebook, or similar social media sites.

The following pertains to kittens with folded ears only:

19. It is understood by the Buyer, that the Breeder cannot guarantee the tightness of the fold. Over time, the fold of the ears can become less pronounced and may remain so thereafter.

This contract is legally binding for both parties and is non-transferrable. Once signed, any disputes over this contract will be resolved in a court of law.