

# Cat and Kitten Purchase Agreement & Health Guarantee

THIS AGREEMENT between (Buyer) and \_\_\_\_\_ (Seller) is effective as of the date of the last signature to appear below and is binding upon all parties thereto. Buyer(s) agree to buy and Seller agrees to sell the below described cat/kitten pursuant to all of the following terms:

## DESCRIPTION OF ANIMAL

BREED:  
BIRTHDATE:  
DESCRIPTION  
NAME:  
REGISTRATION # Pending  
SIRE:  
DAM:  
PURCHASE PRICE:

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## DEPOSITS/PAYMENTS

Date Received: \_\_\_\_\_  
Amount Received: \$\_\_\_\_\_ (non-refundable)  
Balance Due: to be paid as follows:  
Balance remaining of due 14 days previous to shipping or picking up the kitten in addition to funds for cargo shipping (\$350.00) and related shipping expenses, \$0.00 (kennel) \$0.00 (health certificate). Balance can be paid sooner and kitten can ship as soon as 12 weeks.  
Arranged Delivery/Pick-up Date of cat/kitten: Kitten to be shipped once balance is paid in full. Buyer agrees they have received the kitten in good health on \_\_\_\_\_

\_\_\_\_\_  
Buyer

## CAT/KITTEN IS PURCHASED FOR COMPANION

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**HEALTH GUARANTEE:** \_\_\_\_\_ ("Seller") guarantees the health of said cat/kitten upon pick-up from the cattery or upon the time of shipment for a period of seventy-two (72) hours. This time period begins at the point that the cat/kitten leaves the possession of the Seller, whether it is at the cattery or at some point of shipping. The cat, if shipped, comes to you with a veterinarian's health certificate and a record of vaccinations and de-worming. We recommend that you take the cat/kitten to your own veterinarian (at Buyer's expense) within the first 72 hours for your own satisfaction and protection. If you have other cats, we also require that you place the new arrival in quarantine during this time and follow the advice of your own veterinarian in regard to the length of the quarantine period. \_\_\_\_\_ requires a MINIMUM of two (2) weeks (normal quarantine is a minimum of two weeks, but can be as long as thirty days). **Failure to make this report within this time frame will void this warranty. Exposure to other animals of any species during this time will void this warranty.** Once a kitten/cat leaves our establishment, however, it is impossible for us to guarantee against exposure from other animals.

Each cat/kitten will differ in the time needed to bond with its new family. Please give the cat/kitten ample time to adjust. A period of two to four weeks should be the very least amount of time allowed the cat/kitten for an adjustment period, and longer if this is an adult cat or there are children in the house. If you are a multi-animal home, please give your new friend and family member a safe and secure place of its own, as well as ample chance (at least two weeks) to bond with you and to adjust to its new surroundings. Even if this is your only pet, your new cat/kitten needs to feel safe and secure for its unique individual personality to surface and for it to bond to you and become secure in its new environment. We strongly recommend a small room, such as a bathroom, in which the kitten is provided with a separate area for its litter box, sleeping quarters,

and feeding area. You, or your veterinarian, shall report to the Seller any medical problem within the guarantee period. If the cat/kitten is found to have a medical problem (within the 72-hour period only), it must be reported to the Seller within twenty-four (24) hours of its discovery.

**REFUNDS AND REPLACEMENTS AND EXPENSES:** There shall be no refunds of holding fees, purchase price, shipping charges or other costs. There shall be replacement of the cat/kitten only under the circumstances provided below.

1) If the cat/kitten is found to be in "unsound health" by a licensed veterinarian within 72 hours, the cat/kitten shall be returned to Seller and Buyer may request a replacement with another cat/kitten of equal value. Said replacement will be made as soon as a suitable replacement becomes available. A medical report signed by the examining veterinarian must be provided to the Seller prior to a replacement being made. **There shall be no refund or replacement unless under the Health Guarantee (with the 72-hour period only except as stated below).** The Seller will not replace any cat or kitten that has not received adequate and appropriate care from its new owner. It is the responsibility of the Buyer to provide immediate veterinary care (at the Buyer's own expense) to any cat/kitten showing signs of illness or distress and failure to do so will render any guarantee null and void.

2) Under no circumstance is a cat or kitten to be destroyed prior to notification by the Buyer to the Seller. Any cat/kitten for which the Buyer expects replacement must be returned to the Seller (at the Buyer's expense) so that identity of the cat/kitten can be verified. "Unsound health" shall be defined as any condition, which is "life threatening "or incurable" and shall not include curable conditions or infections including, but not limited to, colds, virus, bacterial infections, skin rashes or allergies.

3) Buyer understands that adoption of said kitten identified herein, means that Buyer agrees to undertake responsibility for future health maintenance of said kitten for the rest of the kitten's natural life, just as if this kitten were a human child being adopted by the Buyer. Seller's health guarantee offers a replacement (Of seller's choice) in the event said cat/kitten should die within six (6) months of Buyer's receipt of cat/kitten, as a direct result of an unknown (at the time of sale) congenital birth defect, or be diagnosed with a terminal genetic defect before six months, wherein the cat dies within the first 6 months of birth. ***Said cat/kitten will be replaced only if an appropriate necropsy is performed by a licensed veterinarian and a veterinarian's certificate with full disclosure and a copy of the necropsy report is provided as proof of cause of death. In addition, the veterinarian MUST send a sample of the cat's DNA to UC Davis AND submit a signed photograph of the cat to Seller, for confirmation that the cat IS in fact the same cat covered by this purchase agreement. Trauma, abuse, neglect, failure to obtain adequate veterinarian care, or failure to provide the aforementioned required veterinary documentation, will void the opportunity for replacement.***

THE BUYER assumes responsibility of all expenses incurred in relation to the cat/kitten after said cat/kitten leaves the possession of the Seller, as well as any expense incurred at the request of the Buyer before the cat/kitten leaves possession of the Seller. If for any reason the cat/kitten is returned to the Seller, BUYER agrees to pay all expenses, including shipping costs, mileage and re-examination expense of Seller's veterinarian. This examination will include a complete 'viral panel' blood test for FELV, FIP and FIV viruses. If the cat/kitten is returned to the seller for resale on behalf of the buyer, the terms of this resale will be agreed upon under separate cover.

#### HEALTH RECORD

**DATE(s) of VACCINATIONS:**

**TYPE:** *Feline Rhinotracheitis Calici-Panleukopenia (Modified Live Virus) HESKA Ultanasal FVRCP. We do require the same vaccines to be given.*

**DEWORMED/stool checked:** **No prophylactic treatment for parasites will be administered unless necessitated by fecal exam.**

**REPEAT:** Recommend *Yearly fecal*

**TYPE:** Panacur

**VACCINATIONS:** Your kitten may have already been treated for internal parasites. Your cat/kitten has also had the required vaccination series, **excluding** FIP vaccine and FELV vaccine. If you choose to vaccinate for Feline Infectious Peritonitis (FIP), we recommend you discuss this with your own veterinarian and consider the

risks. We do not vaccinate with FELV. However, if there are special circumstances in your household, i.e. an indoor/outdoor cat that may expose your animal to the disease or a cat already in the household that is positive for Feline Leukemia, vaccinating for FELV (Feline Leukemia vaccine) may be done if your veterinarian recommends it. Many breeders and veterinarians do not consider FELV and/or FIP vaccines safe vaccines. It is imperative that you have your veterinarian perform a complete blood panel for exposure to these diseases BEFORE you vaccinate your animal against either of them.

**IF FELV AND/OR FIP VACCINE IS GIVEN TO THE CAT/KITTEN AT ANY TIME, THE ENTIRE HEALTH GUARANTEE BECOMES NULL AND VOID.** We pride ourselves in raising healthy, vaccinated, parasite-free kittens. To the best of our knowledge, each of our cats/kittens leaves our cattery in good health. Buyer may exercise a pre-purchase exam option, if desired. However, please note blood panels cannot be performed on kittens under the age of four months of age.

**WARRANTY VOID IF FIP/FELV VACCINES GIVEN:** We do not recommend vaccinating this cat/kitten with the FIP or FELV vaccines. These vaccines are not proven to be devoid of risk. In particular, the FIP vaccine has NOT been proven to be safe. Reference: Feline Infectious Diseases, Chapter 7, page Fifty-four, (first column-last paragraph). Written by Niels C. Pedersen, D.V.M. Ph.D. **IF FIP AND FELV VACCINE IS GIVEN TO THE CAT/KITTEN AT ANY TIME, THE ENTIRE HEALTH GUARANTEE BECOMES NULL AND VOID.**

**SHIPPING:** costs are to be paid by the Buyer, when purchasing a kitten that must be shipped. In order to prepay the shipping costs an estimate will be provided to the Buyer. The Seller at the Buyer's expense will provide an airline-approved carrier of suitable size, at the cost of (\$35.00). A Health Certificate is required (not to exceed 10 days prior to shipping) at the cost of (\$50.00). Full payment of Health certificate, shipping and carrier must be paid to the Seller prior to shipping. Please provide either a money order, cashier's check or verified Pay Pal payment. If Buyer is picking up said cat/kitten directly from Seller, please pay with cash, money order or cashier's check. Personal checks will be accepted for Holding Fees (as defined below) only.

**HOLDING FEES:** A 'Holding fee' is placed to hold a particular kitten for a buyer. All holding fees are non-refundable. The goal of our cattery is to place our cats/kittens in loving homes in a timely manner, so they may bond with their new family. If a cat/kitten is held specifically for a buyer, a change of mind can quite often jeopardize the chance for that particular kitten to be placed in a home while still at a desirable age. The minimum required 'Holding fee' is 50% of the total purchase price. 'Payment in Full' in the amount of the purchase price shall be paid prior to delivery. In the event the buyer decides not to take possession of said cat/kitten, the holding fee will be forfeited and deemed non-refundable. A "Holding Time" of greater than 6 weeks must be negotiated up front and will be granted only under special circumstances to be discussed ahead of time at the signing of this agreement.

Each cat/kitten will differ in the time needed to bond with its new family. Please give the cat/kitten ample time to adjust. A period of two to four weeks should be the very least amount of time allowed the cat/kitten for an adjustment period, and longer if this is an adult cat or there are children in the house. If you are a multi-animal home, please give your new friend and family member a safe and secure place of its own, as well as ample chance (at least two weeks) to bond with you and to adjust to its new surroundings. Even if this is your only pet, your new cat/kitten needs to feel safe and secure for its unique individual personality to surface and for it to bond to you and become secure in its new environment. We strongly recommend a small room, such as a bathroom, in which the kitten is provided with a separate area for its litter box, sleeping quarters, and feeding area.

**THE BUYER** becomes the owner of said cat/kitten upon Seller's receipt of 'Payment in Full'. 'Payment in Full' and receipt thereof, supersedes a signed Sales Agreement being in the possession of the Seller. 'Payment in Full' will be held as a binding agreement to purchase said cat and will be held in lieu of a signed Sales Agreement being on file with the Seller. The Seller will care for the cat/kitten until the Buyer is able to take possession of cat/kitten. This period of care is not to exceed ten (10) days from the time the kitten is 12 weeks of age. In the event the period of care by Seller exceeds the time period stated, Buyer agrees to pay board on said cat/kitten at a boarding charge of ten dollars (\$10.00) per day. Boarding charges are to be paid in full prior to the release of said cat/kitten to Buyer. Boarding charges are due and payable upon request. If boarding charges are not paid monthly, or fall 30 days past due, said cat/kitten will be considered abandoned and will revert to the ownership of Seller in lieu of payment of boarding charges. **There will be NO refund of the holding fee, and said fee will be forfeited! The balance of the purchase price will ONLY be refunded if**

and when the kitten is placed in another suitable home and boarding fees will be deducted from the partial refund provided.

**BREEDING AND/OR SHOW ANIMALS:** A breeding animal means the Buyer has unrestricted registration papers on this animal for the purpose of breeding unless other contingencies apply to the sale, including but not limited to partnership or "kitten-back" arrangements.

*Seller/Breeder **does not guarantee** the size of said cat/kitten, at maturity, whether purchased for breeding, show exhibition or as a pet/companion. Nor does Seller guarantee the final appearance of the animal with respect to conformation, color, or spotting pattern.*

Any Savannah cat or kitten that is purchased from \_\_\_\_\_ is not to be sold, leased, transferred (either partially or fully), or given away without the written consent of the Seller. This is to ensure that the cat or kitten purchased is placed with a suitable second home. It is very difficult for some of these cats to adapt to a new home, and \_\_\_\_\_ wishes to ensure proper placement of ALL of its cats or kittens sold and that said cats or kittens are placed in PERMANENT homes. As such, if Buyer, for any reason, has difficulty in keeping this kitten, the kitten shall be returned to \_\_\_\_\_ UNLESS Buyer obtains written permission to place the cat or kitten in a SPECIFIC secondary home. As mentioned above, IF cat or kitten is returned to \_\_\_\_\_, **NO AMOUNT of REFUND** will be provided UNLESS Seller is able to find another suitable home for the cat or kitten. Also, as mentioned above, the original holding fee will be forfeited even if Seller is able to find a suitable second home for the kitten/cat.

**FERTILITY GUARANTEE:** Seller guarantees fertility of the male cat referred to herein. In the unlikely event the cat fails to produce a litter after 20-months of age, given ample opportunity to breed with proven queens, Seller agrees to replace him with another "B" registered male. At this time, Buyer will be offered a choice of available males to choose from and may also elect to wait for a specific litter to be born or choose a "C" or "SBT" registered kitten, but acknowledges responsibility for any price difference incurred as a result of the upgrade.

If the cat fails to produce by 20-months of age, Buyer must notify Seller prior to neutering or re-homing the cat. At this time, Seller will grant permission to allow the cat to be neutered and re-homed as a pet, and further agrees to allow Buyer to retain any proceeds collected from such sale. Airfare costs for delivering the replacement male will be the responsibility of the Buyer.

Seller will not require fertility testing unless request for neuter is sought prior to 20-months of age in which case, permission will only be granted after results of an electro ejaculation and sperm testing are provided to Seller for review by Seller's veterinarian. Under no circumstances will Seller provide a cash refund.

Buyer agrees they will not expose a female kitten to a fertile male until they are at least 10 months old. Buyer also agrees no female shall be exposed to a fertile male until any litter she may have is at least 20 to 24 weeks old. Should the female be bred more frequently, buyer agrees this violates the contract and female shall immediately be returned to \_\_\_\_\_ at the buyers expense.

**ADVERTISING RIGHTS:** Seller reserves the right to use any photos of the purchased kitten in any and all advertising, including, but not limited to, Internet website advertising in the promotion of Seller's Cattery. Buyer agrees to allow the Seller the right to use his or her cat/kitten's photograph or name in future or existing advertising.

**HOUSING, CARE AND TRANSFER TO THIRD PARTY:** Buyer agrees that this cat/kitten will be kept indoors and will NOT be allowed to roam freely outside. Under no circumstances will said cat/kitten be sent to a shelter or otherwise disposed of, nor shall this cat/kitten be sold, leased or given away to any pet shop, research laboratory or similar facility.

Buyer attests that they have performed a diligent investigation of all state and local laws relating to the possession of a savannah and that they are legally able to own one. Buyer agrees that, if possession of said animal were later to be found to be illegal per state and local laws, statues or ordinances, the animal will be returned to the seller with no refund provided.

If Buyer becomes unable, or no longer desires to care for this cat/kitten, cat/kitten **shall be returned to breeder/Seller** and Buyer will pay delivery expenses. Buyer agrees that Seller has the right to retrieve said

cat/kitten if Buyer does not adhere to all provisions of this contract or if cat/kitten is being neglected or abused. Seller has a right to inspect the conditions and the home of the Cat/Kitten at any time. 24 hour notice will be given. Should seller find the cat/kitten not being cared for properly (seller's opinion) Buyer will immediately surrender the cat/kitten. Should the seller find at any time the buyer failed to disclose information that would disqualify them from providing a suitable home, buyer must surrender the cat/kitten. Example, animal abuse, animal neglect or any type of animal mistreatment.

If Buyer wishes to resell this cat/kitten, the cat/kitten may be returned to Seller, at Buyer's expense, for resale by Seller. No refunds are guaranteed by Seller based on the sale to a new owner. However, partial rebates may be given at Seller's option, if the cat or kitten has been able to be placed promptly with little or no expense on the part of the Seller. (See above.)

#### MISCELLANEOUS PROVISIONS:

1. **Modification.** Neither this Agreement nor any of the terms of this Agreement, nor any covenant or condition contained in this Agreement may be terminated, amended, supplemented, waived, or modified orally, but only by an instrument in writing signed by the party against which the enforcement of the termination, amendment, supplement, waiver, or modification shall be sought. Any written amendment duly executed by the parties to this Agreement shall be binding notwithstanding the absence of any consideration therefore.
2. **Choice of Forum.** Buyer irrevocably consents and submits to the jurisdiction of the courts of Ohio and any United States Federal District Court in the same district in connection with any suit, action, or other proceeding arising out of or based on this Agreement. This Agreement shall be governed by and construed according to the laws of Ohio, Henry County.
3. **Governing Law.** Ohio law shall govern this Agreement, and all its provisions.
4. **Limitation on Actions.** Any action brought under this Agreement shall be brought within one (1) year from the date of execution of the same.
5. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective only to the extent of such invalidity or unenforceability and only as to such jurisdiction without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of these terms or provisions in any other jurisdiction.
6. **Preparation.** The parties to this Agreement have participated in the preparation of the Agreement. In the event of any dispute or disagreement involving the construction of this Agreement, no inference will be drawn from the fact that any party had principal responsibility for its preparation.
7. **Entire Agreement.** This Agreement is the entire agreement and understanding between the parties regarding its subject matter and merges all prior discussions between the parties. No claimed verbal agreement with respect to the matters herein shall be considered any part of this Agreement.
8. **Parties Bound.** This Agreement is binding upon and all inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns, agents, employees, principals officers, directors, shareholders affiliates subsidiaries, and related companies.
9. **Attorney Fees.** If any action at law or in equity is commenced by either party to enforce or interpret the terms of this Agreement, the party finally prevailing in such proceeding or action (after appeal, if any) shall be entitled to recover from the unsuccessful party reasonable attorney fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
10. **Force Majeure.** In the event of interruption of Seller's business in whole or in part by reason of fire, flood, wind, storm, earthquake, war, strike, embargo, acts of God, governmental action, or any cause beyond Seller's control, Seller shall have the option of canceling or deferring shipment of the kitten by verbal or written notification to Buyer.

11. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto.

12. **Headings.** All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

**FACSIMILE SIGNATURES:** A facsimile of this signed agreement shall be enforceable as an original if the original contract is lost, destroyed or otherwise unavailable.

**TERMS:** The use of the term "cat/kitten" presents the same as the plural "cats/kittens", in the case of more than one cat/kitten being purchased under this sales agreement.

**I agree to honor all contracts as written. Also, to accept S.C.A. mediation of my peers, if or when all other avenues of negotiation and resolution have failed.**

*I AGREE TO THE TERMS STATED HEREIN*

BUYER

SELLER

\_\_\_\_\_

United States

United States

Telephone

Seller's signature: \_\_\_\_\_

**BUYER'S SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**PRINTED NAME:**

**DATE:** \_\_\_\_\_

**DATE:**