

ALIEN Encounter Cattery Sales Agreement

This agreement governs the sale of the following purebred Sphynx between _____ (Buyer) and Jasalu Cattery, DBA Alien Encounter Cattery (Seller):

This agreement is for the sale of the following cat/kitten:

Name: _____ Registration Number: CFA _____ TICA _____
Date of Birth: / / Sex: M / F Eye: Blue / Yellow / Other Coat Color: _____
Sire: _____ Dam: _____ Breeders: JASALU Cattery

It is mutually understood that failure to comply with any provision of this agreement may detrimentally affect the reputation and business ALIEN Encounter Cattery.

The conditions of this sale are as follows:

The kitten\cat described above is being sold for the sum of _____ and the following additional considerations:

1. Buyer accepts the responsibility of caring for this kitten\cat, and will provide properly for its welfare.
2. Buyer agrees to keep the kitten\cat in a clean and pleasant environment, un-caged and with proper nutrition, health care, toys and companionship.
3. Buyer agrees that if the kitten\cat is found to be neglected or mistreated, Seller shall have the unconditional right to reclaim the kitten\cat WITHOUT refund of purchase price. Neglect shall include, but is not limited to: being left alone without human companionship for periods in excess of 72 hours; lack of proper sanitary facilities; being caged; poor diet; poor health (that is not being currently treated) and otherwise poor condition. Mistreatment shall include, but is not limited to: lack of proper food, lack of water and physical abuse.
4. Buyer agrees that this kitten\cat may not be declawed, and understands that declawing is a mutilation and a cruelty that is likely to alter the kitten's temperament and health. Seller can not insure the temperament or health of any kitten\cat which has been declawed. Instead of declawing, the buyer agrees to keep the kitten\cats toenails trimmed regularly, and to supply the kitten\cat with proper scratching material and suitable training.
5. Buyer agrees that this kitten was purchased as pet quality, and unless altered before sale, must be spayed or neutered before the age of seven months or pay an additional fee of \$1,500.00 on the day following the kitten's seventh month birthday, which in this case is _____. Buyer assures and guarantees that this kitten\cat will not be used for breeding or stud.

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6. Upon presentation of a veterinarian's letter stating that this kitten has been spayed or neutered, Seller agrees to give Buyer the registration slip so they can register the kitten.

7. Buyer agrees that this cat will never be allowed out of doors except in a proper carrier or enclosed "run" which is protected from predators and infection from other animals.

8. Buyer agrees that this kitten\cat will always receive prompt, top-notch medical care and will never be allowed to harbor parasites. Should medical care become necessary at any time, the buyer will bring the kitten\cat to a reputable licensed veterinarian immediately.

9. Buyer agrees that under NO circumstances will this kitten\cat EVER be sold, leased, or given to any pet shop, animal shelter, research laboratory, or similar facility. Furthermore it is agreed that transfer of possession, or care of this kitten\cat to another party may only be done with express written permission of Seller.

10. Both Buyer and Seller agree that the cat described herein is unique in character.

11. Health Guarantee: This kitten\cat is guaranteed of sound health upon delivery or arrival, and for a period of 72 hours thereafter if vetted within that time. Failure to have animal checked by a licensed veterinarian will void any guarantee. It is recommended that the new kitten\cat be quarantined during that 72-hour period. If found to be medically deficient with an untreatable or life-threatening problem, this must be reported to the Seller immediately. Upon its return, it will be replaced with another kitten\cat of equal value. The Seller reserves the right to substitute a cash refund. If no replacement is available at the time of return, Seller will have six months to furnish a comparable kitten\cat. The kitten\cat can not be returned for compensation after the guaranteed period has expired and/or if it has been exposed to another cat. Seller will not honor any health guarantee if this kitten dies of a virus from contact with another animal not bred at this Cattery. The Buyer agrees to provide immediate veterinary care to any kitten\cat showing signs of distress or illness or injury. Failure to do so will render the guarantee null and void. Under no circumstances is the kitten\cat to be destroyed prior to notification by the Buyer to the Seller. If a kitten\cat dies within the guarantee period, despite medical treatment, compensation or substitution will be made ONLY if a veterinarian certifies the cause of death. It is the Seller's right to ask for the kitten\cat to be returned for identification before providing a replacement or any compensation. It is further agreed by both Buyer and Seller that this guarantee of health is void if the buyer has the kitten vaccinated for FeLV or FIP in the first year of his\her life. These vaccines are very stressful to the immune system of a young kitten and are not necessary for the continued health of an indoor-only cat who doesn't have repeated contact with other cats. In the case of the FIP vaccine, it has proven ineffective against most strains of the corona viruses associated with the disease.

12. This kitten\cat is guaranteed against congenital defects for one year. Should the animal die within that time as a direct result of a congenital defect, the cat will be replaced ONLY if an appropriate autopsy is performed by a licensed veterinarian and a veterinarian's certificate is provided as proof of cause of death. A replacement will be made of a cat of comparable quality and value, as available, at the discretion of Seller. NO CASH REFUNDS.

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Exceptions to this contract made by the seller do not void the remainder of the contract. The full force of this contract is to remain in force for the entire life of the kitten.

Any legal action which may arise under the terms of this contract will be brought in Yuba City/ Sutter County, California. Breach of contract penalty is \$500.00 per item. Buyer shall be liable for any court costs and related charges including attorney's fees associated with Seller enforcing the terms of this contract. This agreement is the entire agreement between the parties.

In signing this document, Buyer acknowledges that he\she has read, fully understands, and agrees to all of the terms and conditions of the above sale.

IN WITNESS WHEREOF, we each have signed this agreement this ___day of _____, 20___.

Signature of Buyer:_____ Date:_____

Signature of Seller:_____ Date:_____