

# Cat/Kitten contract and warranty

COONS AND NUDES CATTERY

FLORENCE AZ

Coonsandnudes@gmail.com

Coons and Nudes cattery (Facebook)

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This agreement is between Buyer, and Seller, and is effective as of the date of the signatures below and is binding upon all parties thereof. Buyer and Seller agree to the below-described cat / kitten and all of the following terms.

Kitten/Cat being purchased as (circle one) Pet Show Breeding

Male\_\_\_\_Female\_\_\_\_

Date of Birth\_\_\_\_\_

Breed\_\_\_\_\_Registration (IF APPLICABLE)\_\_\_\_\_

Color Pattern\_\_\_\_\_Micro chip ID\_\_\_\_\_

Queen\_\_\_\_\_

Stud:\_\_\_\_\_

Kitten litter name\_\_\_\_\_

Purchase Price: \_\_\_\_\_Deposit:\_\_\_\_\_Balance: \_\_\_\_\_

Method of payment used: Deposit:\_\_\_\_\_Balance:\_\_\_\_\_

## Health warranty:

Seller guarantees this cat / kitten to be of sound health at the time of sale. It is the buyer's responsibility to have this cat / kitten examined by a veterinarian within 72 hours (3 business days) after adoption to activate your 1 year health guarantee. If this cat / kitten is found to be medically deficient with an untreatable or life threatening illness (documentation required by a licensed Veterinarian) it must be reported to the Seller immediately. Seller will replace this cat / kitten of equal value at the Seller's first opportunity.

The cat / kitten cannot be returned after the 72 hour health guarantee period has expired and / or it has been exposed to another cat which has not been currently tested for FeLV and FIV. After 72 hours of the health guarantee period the Seller cannot be held accountable for future FeLV / FIV / FIP and any other bacterial or viral infectious disease, parasites, or fungus, due to the fact that these can be contracted anywhere in the environment after leaving the Seller's home.

It is further recommended to quarantine any new cat or kitten from other animals for at least 7 days.

This cat / kitten cannot be guaranteed to be free from Feline Enteric Corona Virus (FeCV). It is estimated by research physicians that 93.7% of all cats have contracted FeCV. FeCV can, on rare occasions, “mutate” and cause the fatal disease Feline Infectious Peritonitis (FIP). There are many strains of FeCV. Most just cause kitty cold like symptoms, and the cats recover with no problems. Only a few strains can mutate. Once again, the Breeder / Seller cannot guarantee that any cat or kitten will never contract this disease...NO BREEDER CAN. There is no definitive test for FIP without a post mortem necropsy PLUS full histology. Should the cat die as a direct result of a FIP within the first 6 months, the cat will be replaced ONLY! Seller shall, as soon as one is available.

1) Complete necropsy, histopathology and microscopic examination of tissue by a trained pathologist must be performed.

2) Written and Signed necropsy report must be received by the SELLER.

3) A waiting period of 6 weeks from the time of death must pass before bringing a new kitten into the home.

4) BUYER must grant access to vet records to SELLER, and will also allow SELLER to speak with BUYERS Vet.

If BUYER has had any sick cats around the kitten, or any cats that have passed from FIP or from any illness that their Vet believes was FIP, then SELLER cannot replace the kitten.

This cat/kitten is guaranteed against congenital defects inherited by the parents and HCM for the first 12 months from the purchase date of the cat. Should the cat die as a direct result of a congenital defect or HCM, the cat will be replaced! Seller shall, as soon as one is available. Purchaser must provide the veterinarian or specialist's written report, confirming, in writing, that in their opinion, the Kitten has a congenital defect. Further, should Kitten die during this period as a direct result of a congenital defect (said congenital defect must be confirmed by two independent veterinarians, in writing), Seller shall, replace Kitten with another of like kind and quality (Seller's choice), only if an appropriate necropsy is performed by a licensed veterinarian and a veterinarian's certificate showing the congenital defect being the direct result of the cause of death is produced. All veterinary expenses and return shipping-related expenses are the responsibility of the Purchaser. It is recommended to have your cat scanned for HCM yearly.

It is the responsibility of the Buyer to provide immediate veterinary care to any cat / kitten showing signs of illness or distress. Failure to do so will render any guarantee null and void. All veterinary fees are the sole responsibility of the Buyer.

All sales are final after 72 hours. No returns, refunds or exchanges except what is outlined by the terms of this agreement. Deposits are non-refundable.

All health guarantees are void if the cat / kitten is allowed to roam freely outside or is given the FIP, FeLV, FIV, or any LIVE or MODIFIED LIVE vaccinations. Do not give live or modified live vaccinations as kittens can become fatally ill from these types of vaccinations. It is your responsibility to remind your vet of this before every vaccination.

All health guarantees are void if you de-claw your cat / kitten. Declawing is a serious and extremely painful surgery that involves amputating the last joint of the cats toes. Cats that are declawed may develop physical, emotional and behavioral problems such as poor balance, insecurity and biting. Declawed cats may quit using the litter box because digging can cause pain.

**\*\*NOTE\*\*** Seller reserves the right to have a second opinion provided by a reputable veterinarian of choice, at own cost. Under no circumstances will seller be obligated to buyer for a cash refund or veterinarian costs.

**DEPOSIT:**

A deposit fee is placed to hold a cat / kitten for a buyer. All deposits are nonrefundable. The goal of our Cattery is to place our cat / kittens in loving homes in a timely manner so they may bond with their new family. If a cat / kitten is held for a Buyer, a change of mind can quite often jeopardize the chance of that particular kitten to be placed in a home while they are still of a desirable age. The deposit shall be applied toward the purchase price with the remaining balance due upon pick up.

**SPAY / NEUTER AGREEMENT:**

All kittens sold as Pets or show will be spay / neutered before he / she is placed in their new homes, unless otherwise specified and agreed upon in writing, by the seller. Registration paperwork will only be provided to the Buyer if applicable, after the appropriate proof of the spay / neuter by a licensed veterinarian is provided to Coons and Nudes Cattery. If no proof of spay / neuter has been sent from Buyer to Seller by the age of six months old the Buyer agrees to pay an additional fee of 1,000 to the Seller for breeding rights, if not paid at time of sales.

**OTHER TERMS:**

- 1.) If the cat / kitten will be transported by air, all costs of transportation, including rabies vaccination and health certificate shall be paid by the Buyer.
- 2.) If for any reason the Buyer is no longer able to keep this cat / kitten, Buyer MUST first offer the cat / kitten back to the Seller at no cost. Under no circumstances will this cat / kitten be sold, leased or given away to any pet store, humane society, research laboratory or similar facility. Any rehoming must be approved by seller in writing.
- 3.) Address, Telephone and Other Contact Information. Buyer and Seller both agree to provide each other with updated address, telephone numbers, email and other contact information within one week (7 days) if either of them re-locate from the address and/or telephone numbers on this contract.
- 4.) If Buyer or Seller commences any legal action as a result of this contract, Buyer agrees that the place of venue for any such action shall be the state of Arizona, Pinal County . Any legal fees incurred in upholding this contract will be paid by the Buyer.

This contract is legally binding to all parties named within and applies to only the buyer and seller named below and is not transferable to other parties. If the Buyer sells cat / kitten to a 3rd party, the health contract is Null and void.

**ADDITIONAL TERMS:**

**Date:** \_\_\_\_\_

**Seller Information:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Buyer Information:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Description:**

|

**Signatures:**

**Seller's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Buyer's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness Signature (optional):** \_\_\_\_\_

**Witness Name:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_