

# Cat Contract

## *Cat Information*

Breed: Selkirk Rex Persian Cross

Color: White w/ Cream

Sex: Male

Date of Birth: 04/19/2022

Date of Sale: \_\_\_\_\_

Amount of Sale: \$1,400

## *Personal Information*

Buyer's Name (print): \_\_\_\_\_

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

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

## *Breeder Information*

Company: Living Hope Cattery LLC

Breeder/Seller Name: Hannah Parsell

E-mail: livinghopecattery@gmail.com

Buyer certifies that this information is true and accurate.

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If there are any problems, questions, concerns, or issues that you need help with, please let us know. We want the adoptive parent(s) and/or family to be completely happy with the new cat and his or her transition to the new home. Transitioning is easy for some cats but more difficult for others, and cats handle stress in various ways. If there are ANY issues please call and we will provide you with all the help we can to make this time easier for the new parents and the cat.

## **Purchase Agreement**

The Buyer's purchase of the cat indicates that he or she understands and agrees to abide by the terms stated in this contract. The Buyer will pay all travel and shipping expenses. The Seller will notify the Buyer of cat's readiness for possession, wherein the Buyer is then responsible to pickup/take possession of said cat. Failure to pickup/take possession of said cat results in the loss of said payment without recourse; allowing subsequent buyers the option to purchase said cat. The Buyer can choose to pay with cash upon pickup or cashier check.

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## Health Guarantee

The Seller guarantees the cat to be in good health at the time of purchase for a period of 48 hours. It will be the responsibility of the Buyer to have the cat examined by a veterinarian within 48 hours. Within that 48 hour period, if found to be seriously medically deficient, the Seller will take the cat back and refund payment, less the deposit and any shipping charges, under the following conditions: the Seller is provided with proper documentation, from a licensed veterinarian, stating the medical issue and that the cat is seriously medically deficient; the cat is returned to Seller within 7 days and a second examination by a veterinarian of the Seller's choice corroborates these claims. This cat is not guaranteed against respiratory disease, fleas, ringworms or any nuisance disease. After the 48 hour period, the Seller can no longer guarantee the cat's health, except for birth defects.

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The Seller guarantees the cat against lethal genetic or congenital defects for five years following the date of purchase. If, during these five years, the cat should die or have to be destroyed due to a genetic or congenital defect, the Seller will replace the cat with another cat at the his or her earliest convenience or the Seller may opt for a refund of the cat's total purchase price at time of sale, only if the following conditions be met: the Buyer provides the Seller with a necropsy by a licensed impartial Veterinary Pathologist, at the Buyer's expense, stating that the cause of death is unquestionably a genetic or congenital defect; a second examination by a veterinarian of the Seller's choice corroborates these claims.

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The Seller assumes no liability or responsibility for any veterinary care for this cat after the Buyer takes possession of said cat. Under no circumstances will the Seller be responsible for any veterinary bills incurred by the Buyer.

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The cat shall not be declawed, tattooed, pierced, or undergo any unnecessary "fashionable" body modification.

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This guarantee does not cover any health issues caused by neglect or injury once the cat is in the Buyer's possession. The Seller does not guarantee full grown size of the cat. The Buyer may be given an educated guess as to full grown weight, understanding there are too many variables besides genetics for absolutes. The Seller will not honor any health guarantee if the cat dies of a virus from contact with another animal after it leaves the Sellers cattery.

## Spay/Neuter Agreement

This cat is being sold with no breeding rights and on a spay/neuter agreement. The Buyer agrees that the cat will be spayed/neutered by the time the cat eight months of age at the Buyer's expense. Within eight months of receiving the cat, the Buyer will provide the Seller with either documentation of the spay/neuter appointment or the veterinarian's guarantee that the appointment exists and will be carried out. Proof (e.g., veterinary bill, phone call from veterinarian) that the cat has been sterilized must be provided by the time the cat reaches eight months of age. If the cat is not spayed/neutered by

eight months of age and/or proof of sterilization is not provided, the Seller will enforce breach of contract for the maximum dollar amount.

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## **Buyer's Veterinary Information**

The Buyer must provide the name and contact information of the cat's new veterinarian before transfer of ownership will take place. Should the Buyer refuse to complete the section below, he or she will forfeit both the ownership of the cat as well as the deposit. If, after purchase of and transfer of ownership of the cat has taken place, the information provided below was found to be fraudulent, breach of contract will be enforced. In the event that a new veterinarian or veterinary practice takes over the cat's veterinary care, at any point during the cat's life, the Buyer agrees to provide the Seller with the updated information. The Seller reserves the right to contact the Buyer's veterinarian at any time during the cat's life. The Buyer agrees that the Seller will be able to discuss the cat's health information, sterilization status, and well being with the Buyer's veterinarian. The Buyer agrees to notify his or her veterinarian as to this agreement.

Name of Veterinarian: \_\_\_\_\_

Name of Veterinary Practice: \_\_\_\_\_

Address of Practice/Veterinarian: \_\_\_\_\_

Phone number of Practice/Veterinarian: \_\_\_\_\_

Date or Tentative Date of Appointment for Spay/Neuter: \_\_\_\_\_

Buyer certifies that this information is true and accurate.

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## **Relinquishment of Ownership of Cat or Permanent Transfer of Cat by Buyer**

If the buyer decides that he or she no longer wants the cat, regardless how many years have passed since purchase of the cat, the seller will be given the first option of rescuing the cat.

## **Additional Purchase Agreement Terms**

All sales are final, without refund, except as defined in this contract.

## **Breach of Contract**

In the event the Buyer is found to have violated any of the terms and conditions of this contract, the cat plus all offspring the cat has that is still in the Buyer's possession is to be surrendered unconditionally to the seller. Seller may reclaim physical and legal ownership of cat for any breach of contract with no refund of purchase price.

In the event the Buyer is found to have violated any of the terms of this contract, Buyer shall be liable to the seller for damages in the amount of two times the purchase price of said cat and any offspring the

cat may have, plus expenses for veterinarian care upon return of cat to the Seller and all attorney, legal and related miscellaneous fees that result in litigating this contract. Any legal action, which may arise under the terms of this contract, will be brought in the county/city of the Seller's residence.

***Attorney's Fees and out-of-pocket costs***

Should the Buyer breach this Contract, he or she is responsible for any and all costs resulting from the litigation of this Contract, the amount of purchase of cat, shipping expenses, associated veterinary expenses, and any damages caused to the reputation of seller.

***Exclusive Jurisdiction for Suit in Case of Breach***

Any legal action that may arise under the terms of this Contract will be brought to County, or the Seller's current place of residence. The Buyer and Seller, by entering into this Agreement, submit to jurisdiction in Marion, Ohio, or the Seller's current place of residence, for adjudication of any disputes and/or claims between the parties under this Agreement. Furthermore, the Buyer and Seller hereby agree that the courts of Marion County, Ohio, or the Seller's current place of residence, shall have exclusive jurisdiction over any disputes between the parties relative to this agreement, whether said dispute(s) sounds in contract, tort, or other areas of the law.

***State Law***

This Agreement shall be interpreted under, and governed by, the laws of the state of Ohio.

**Integration**

There are no other conditions or guarantees, verbal or implied. No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined in this Contract. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this contract.

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**Severability**

In the event any provision of this contract is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this contract so as not to cause the invalidity or unenforceability of the remainder of this contract. All remaining provisions of this contract shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

**Modification**

Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Buyer and Seller. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

## **Acknowledgement of Deposit Paid and Acceptance of Contract**

The Buyer's and the Seller's signatures that appear immediately below indicate that the Seller has received the deposit and the Buyer has agreed to the terms of this contract. This portion serves as the Buyer's receipt for the deposit. This document is a legally binding contract. In signing this document, the Buyer acknowledges that he or she has read, fully understands, and agrees to ALL of the terms and conditions stated above.

Name of Buyer (print): \_\_\_\_\_

Buyer signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Seller (print): \_\_\_\_\_

Seller signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Transfer of Ownership of Cat and Receipt of Sale**

The Buyer's and the Seller's signatures that appear immediately below indicate that the cat has been sold and is now the property of the Buyer.

Name of Buyer (print): \_\_\_\_\_

Buyer signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Seller (print): \_\_\_\_\_

Seller signature: \_\_\_\_\_ Date: \_\_\_\_\_