

Katz-R-Us Cattery

Contract/Sales Agreement

A person of interest, must sign this Contract before accepting a Kitten/Cat from Katz-R-Us Cattery. No Kitten/Cat will be held without a deposit. All deposits are non-refundable, accepted in good faith, and the requested Kitten/Cat will be reserved for a reasonable amount of time.

The purpose of this Contract is to protect both the Buyer and Seller, as well as the Kitten/Cat.

Katz-R-Us Cattery:

Margo Wonge

1807 Archer St, Apt 19

Bronx, NY 10460-6220

(347) 621-2227

www.katz-r-us.com

Purchaser/Buyer:

Name: _____

Date: _____

Address: _____

Phone: _____

Description of Kitten/Cat:

Breed: _____

Color: _____

DOB: _____

Sex: _____

Quality: _____

Price of Kitten/Cat: _____

Shipping: _____

TOTAL: _____

Deposit: _____

BALANCE DUE: _____

This Kitten/Cat sales contract, entered into on _____ between Margo Wonge, (Seller) and _____ (Buyer), is formed with the following conditions:

Buyer's Responsibility:

Under no circumstances may a Kitten/Cat purchased from Katz-R-Us Cattery be re-sold, traded, leased, or given to any Research Laboratory, Pet Shops, Kitty mills, Animal Shelters, Rescue Organizations, or abandoned. If Kitten/Cat is found to have been abused, neglected or mistreated for any reason, the Buyer must surrender said Kitten/Cat back to the seller immediately. There will be NO REFUND given to any person who is responsible for a Kitten/Cat displaying such behavior of animal cruelty. Charges will be filed against the Buyer, and the Buyer shall be liable for any Court expenses and related charges, including attorney's fees associated with the Seller enforcing the terms of this contract.

Buyer must provide proof of FELV/FIV test from a licensed Veterinarian BEFORE returning the Kitten/Cat to Katz-R-Us Cattery. This is to prevent those diseases from possibly infecting Breeder's Tested Negative Cattery.

The Buyer is required to provide adequate space in a clean, safe, and sanitary facility, to ensure the best possible protection in a Cattery environment. The Buyer agrees to provide Kitten/Cat with purified fresh, clean, and free of debris water daily. Kitten/Cat should be provided with a high quality diet to ensure the quality of health. Bi-products such as gluten and similar products can cause a variety of health problems for your Kitten/Cat in the future.

Buyer agrees to NO DECLAWING:

Declawing is neither good, nor a safe or reasonable thing to do. Imagine having your fingertips, up to the first knuckle, being cut off. Declawing is "Multiple Amputation"! Motor and sensory nerves are cut, damaged, and destroyed. This Surgical procedure can possibly cause your Kitten/Cat to bleed to death. Recovery is very slow and extremely painful. Declawing can change their temperament forever. To see (graphic) images of an actual declawing procedure go to

<http://community-2.webtv.net/stopdeclaw/declawpics/>

These Photographs illustrate in gory detail why declawing is banned or illegal and considered "Animal Abuse".

Health Guarantee:

All Kittens/Cats will receive a full physical exam through a licensed Veterinary Physician 6 weeks from birth, provided by the breeder. First shots will be given for Rhinotracheitis, Calici Virus, and Panleukopenia (Distemper). Second shots will follow at 10 weeks of age. Kittens/Cats will also be dewormed twice, weaned, and trained to the cat litter box before leaving for their new home. Seller agrees to provide the complete medical history records of Vaccinations, and Kittens are not allowed to leave until 12-16 weeks of age.

If the Buyer chooses to take responsibility for vaccinations against the Feline Infectious Peritonitis (FIP, Ringworm, Giardia, Feline Leukemia Virus FeLV, or Feline Immunodeficiency Virus (FIV), then there is NO seller-provided warranty, and all seller-provided Health Guarantees are VOID!

Also, the Seller does not warranty the Kitten/Cat against any adverse reactions to future vaccinations.

Otherwise, the Seller provides a 48 hour limited Guarantee that the Kitten/Cat is in excellent health at the time of purchase, to the best of the Seller's knowledge, and is free from parasites. This guarantee also includes that the Buyer has received the Kitten/Cat from a FELV/FIV Negative Cattery which is also free of fleas, worms, fungus and ear-mites.

Beyond the 48 hours of the health guarantee period, the Seller cannot be held accountable for future diagnosis of FELV/FIV, or any other bacterial or viral infectious diseases, parasites, or fungus, due to the fact that these can be contracted anywhere in the environment after leaving the Seller's cattery, and are not a result of genetics or breeding.

The Buyer is required to keep the Kitten/Cat separated from any existing pets the buyer may have present in their home for a 48 hour period, in order to keep the seller-provided guarantee of health valid.

The Buyer is also required to, within 48 hours from the time of receiving Kitten/Cat, have it seen by a licensed Veterinarian for a complete and thorough health exam. Failure to have the Kitten/Cat checked by a licensed Veterinarian will void any health guarantee! (Exception is granted and excused on Sundays and Holidays)

If any kind of health issues are detected at the veterinary exam, then the Buyer has 48 hours to return the Kitten/Cat to the Seller, at the expense of the Buyer, meaning medical or travel charges will NOT be refunded.

The Buyer must provide the Seller with verification and diagnosis of health issues from the attending Veterinarian.

Genetic Defects:

In any event that this Kitten/Cat becomes ill, sick or dies, and is diagnosed with a specific "Genetic Disease" the Buyer must provide the Seller with a written report or autopsy report, signed by a licensed Veterinarian, stating diagnosis of illness or cause of death. Upon proof in this case, the Seller agrees to offer a replacement Kitten/Cat of equal value and quality when Kitten becomes available. Or the Buyer has the option to accept a replacement of a different color, age, sex or temperament.

Breeding/Show Guarantee:

1) **SHOW:** If the Kitten/Cat is sold as a Show Cat, though Katz-R-Us does produce Show Quality cats, we cannot guarantee how they will develop as they grow, their performance in the ring, or if they will even tolerate it. Just because a Kitten/Cat is of Show Quality, DOES NOT necessarily mean that they enjoy the Cat Show environment!

2) **BREEDING:** If the Kitten/Cat is sold with breeder's rights, the Buyer agrees that this Kitten/Cat will be used only within their own breeding program. Also Said Kitten/Cat Is Not To Be Resold Or Leased Or Co-Owned With Any Other Parties Without Written Permission from Katz –R-Us!

If the Kitten/Cat is sold with breeder's rights, the Seller guarantees that said animal is fertile, and will produce at least 2 viable kittens. In case there is a problem with the Cat being able to breed, and after 3 breeding attempts with 2 different Cats no pregnancy occurs, then the Seller agrees to offer a replacement Kitten/Cat of equal value, after proof of spay/neuter is provided for the infertile Kitten/Cat by the Buyer, showing verification from a licensed Veterinarian. NO CASH REFUNDS will be given on purchase of a Kitten/Cat that proves infertile in the future.

Spay Agreement:

Option #1 -- If the Kitten/Cat is sold as pet purpose only, then the Kitten/Cat will be altered within 6 months of age, and before arriving at their new home. In this case the Seller will provide proof of Certificate of altering, and the Registration documents will be granted to the Buyer.

Option #2 -- If the Kitten/Cat is sold as pet purpose only, the Buyer agrees to have the Kitten/Cat spayed/neutered within 6-8 months of age, providing Seller with proof of Certificate of altering. In this case the Registration papers will be retained by Seller until proof of altering has been supplied. Once sold as a pet, the Buyer agrees never to breed this Kitten/Cat. If the Kitten/Cat is sold with showing rights, it may be shown as long as it is in good health, condition, and presented well groomed with great temperament.

Buyer's shipping Responsibility:

The Buyer will be responsible for ALL shipping costs, including pet carriers for shipping the Kitten/Cat. Vet check (Health Certificate) and Rabies Vaccination is required for all Kittens/Cats before shipping through Airlines, and the Seller must receive the full balance on Kitten/Cats within 10 business days before shipping can occur.

If the Buyer decides to break ANY PART of this Contract:

Seller reserves the right to cancel this Contract at any time before the final sale of Kitten/Cat. After the final sale, the Seller has the conditional right to reclaim the Kitten/Cat **WITHOUT REFUND of purchase price for ANY BREACH of contract.** Breach of this contract will have a penalty fee, which is the purchase price of the above kitten/cat.

Any legal action which may arise under the terms of this contract will be brought in New York, USA. The Buyer shall be liable for any court costs and related charges including attorney's fees associated with Seller enforcing the terms of this contract. In signing this document, the Buyer acknowledges that he/she has read, fully understands, and agrees to ALL of the terms and conditions stated above. The laws of the State of New York shall be controlling.

Signatures and dates below indicate full agreement to ALL terms set forth in this contract. There are neither other conditions nor guarantees, verbal or implied. No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined above. The undersigned consider this document to be legally binding.

As Buyer of the above named Kitten/Cat, I agree to abide by all terms specified in this Contract. With my signature I acknowledge that I have read, fully understand, and agree to ALL of the terms and/or conditions of this Contract.

Buyer: _____ Date: _____

Seller: (Electronic Signature) _____ Date: _____

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