

# Mings Mongols Cattery

Contract for Purchase of Kitten or Cat

Breed: Sphynx      Color:      Sex:  
Description of Kitten or Cat:  
Date of Birth: 00/00/00      Purchase Amount:      \$2500  
Availability for Pick Up: From \_0/00/2023\_\_\_\_\_ to \_\_\_\_00/00/2023\_\_\_\_\_

Name of Purchaser:

Address:

Phone:

E-mail:

The purpose of this contract is to protect all parties: the purchaser, the seller, and the cat or kitten. If there are any problems, questions, concerns, or issues that you need help with, Mings Mongols Cattery is always here. We want the adoptive parent(s) and/or family to be completely happy with the new kitten and his or her transition to the new home. Transitioning is easy for some kittens but more difficult for others, and kittens/cats handle stress in various ways. If there are ANY issues please call Monica Hamm at 803-507-1121, or mingsmongols@yahoo.com, who will provide you with all the help she can to make this time easier for the new parents and the kitten.

## Terms of Contract

### Purchase of Cat/ Deposit

The purchaser will pay all travel and shipping expenses. The cats purchase price is \_\$2500\_. Cash, Venmo, or Zell is accepted at pick up. An additional 2% fee is necessary if using Venmo to cover their usage costs. No personal checks or money orders. Cats must be paid for in full before leaving the cattery. Deposits are \$500 and are nonrefundable. Kittens are not reserved until deposits are placed. Deposits are separate from but go towards the purchase price. Kittens not paid for and picked up by the last due date without prior agreement will be placed back up as available to other families/homes with the deposit forfeited to the seller, any additional money given to the seller will go back to the buyer.

### Health Guarantee

The seller will provide purchaser with documenting vaccinations, dewormings, and any other veterinary treatments performed. The seller guarantees the kitten to be up to date on worming's and vaccinations as age appropriate and that no major health issues are apparent at the time of pickup.

The seller guarantees the kitten to be in general good health at the time of purchase. It will be the

Sellers Intials and Date:

Purchasers Intials and Date:

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responsibility of the purchaser to have the kitten examined by a veterinarian within 72 hours. Within that 72 hour period, if found to be medically deficient, the seller will take the kitten back and refund full payment but not 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 medically deficient; a second examination of the documentation by a veterinarian of the seller's choice corroborates these claims. After the 72 hour period, the seller can no longer guarantee the cat's health, except for life threatening genetic defects.

The seller guarantees the cat against life threatening genetic defects such as HCM for 2 years following the date of purchase. If, during these 2 years, the cat should die or have to be destroyed due to a life threatening genetic or congenital defect, the seller will replace the cat/kitten with a cat/kitten at the seller's earliest convenience or refund the buyer the full purchase price of the kitten at the seller's earliest convenience, should the following conditions be met: the purchaser provides the seller with a necropsy by a licensed impartial Veterinary Pathologist, at the purchaser's expense, stating that the cause of death is unquestionably a genetic or congenital defect; a second examination of the documentation by a veterinarian of the seller's choice corroborates these claims.

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

#### Continuation Of the Breed

Purchaser agrees to inform seller of any hereditary, congenital or genetic defects, diseases, or conditions that the kitten/cat may develop over the course of his/her life. These include but are not limited to things like diabetes, high blood pressure, heart conditions, and blood disorders.

#### Spay/ Neuter Agreement

This cat is being sold with no breeding rights with CFA or TICA registration on a spay/neuter contract. All kittens will be spayed/neutered in house before leaving and may be held up to a month if needed for complications or additional healing time if needed at no additional cost to the Buyers. Papers will be given at pick up for one or the other organization. The purchaser agrees to give no baths for the first month after spay/neuter. The purchaser agrees to check the incision site daily for two weeks after spay/neuter. The purchaser agrees to take the cat/kitten to the vet if the incision site is red, inflamed, hot to the touch, pulgng, or open. The buyer agrees to inform the seller of any spay/neuter complications that may occur.

#### Treatment of Kitten/Cat

Under NO circumstances shall this kitten/cat be de-clawed.

Under NO circumstances shall this kitten/cat be permitted to live outdoors.

Under NO circumstances shall this kitten/cat be tattooed, pierced, or undergo any unnecessary "fashionable" body modification.

Under NO circumstances shall this kitten/cat be abused, neglected, left alone for more then 3 days, starved or denied food or water for non medical reasons, or denied medical treatment.

#### Breed Considerations

Sellers Intials and Date:

Purchasers Intials and Date:

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It is understood that, with the sphynx breed, hairlessness will vary from cat to cat due to hormones, climate, and genetics. It is possible for the cat to develop some hair as it grows older. It is understood that the Sphynx breed requires care and maintenance that surpasses that of other breeds. Sphynx require regular wipe downs; their ears should be cleaned weekly to protect their ear health and to prevent yeast or bacterial infections of the ears; toes and claws must be carefully cleaned in order to avoid yeast infections. The purchaser agrees to maintain the health and cleanliness of cat.

#### Relinquishment of Ownership of Cat or Permanent Transfer of Cat by Purchaser

The purchaser agrees that under NO circumstances will the kitten/cat EVER be sold or given to a pet shop, animal shelter, research laboratory, or similar facility.

Should the purchaser, for any reason not be able to keep the above kitten, seller gets first right of refusal. The seller will either take back the kitten (at no cost) or help the purchaser/family place the kitten in another home. Kittens/Cats returned to seller will be vaccinated, fiv/felv tested, HCM scanned as age appropriate, PCR tested, then rehomed to former pre-approved adopters after a quarantine period is observed.

#### Enforcement of Contract

Any legal action, which may arise under the terms of this contract, will be brought in the county/city of seller's residence which shall have exclusive jurisdiction over any disputes between the parties relative to this agreement. There are no other conditions or guarantees, verbal or implied. No verbal deviations or additions are valid. 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. This document is a legally binding contract.

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

Purchaser and seller signatures that appear immediately below indicate that the seller has received the deposit and the purchaser has agreed to the terms of this contract.

Name of Purchaser:

Name of Seller:

Purchaser signature:

Seller signature:

Date:

Date:

Sellers Intials and Date:

Purchasers Intials and Date:

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