

CONTRACT OF SALE FOR PETERBALD KITTEN

This agreement was entered into on the ____ day of _____, _____, between Kathryn Mabry of Shamira cattery (hereafter "breeder"), and

Print name(s) _____

Print home address _____

Print telephone number _____ other # _____

Hereafter referred to as "purchaser".

1. This is a legally binding agreement for the purchase of the following described Peterbald kitten:

sex: _____ birthdate: _____

present coat/color: _____

Dam: _____

Sire: _____

2. The price of this kitten shall be \$ _____ and shall be payable _____.
3. This kitten is purchased for _____ pet, _____ show/breeder, _____ other.
4. A deposit of 20% is required to reserve a kitten / cat. All kittens will be held in the order of deposits received. All deposits are non refundable. If, for any reason, your kitten of preference becomes unavailable, your deposit will be held and a suitable replacement will be mutually agreed upon.
5. Breeder accepts the following methods of payments:
 - Cash
 - Money Order
 - Cashier's check from national bank
 - Credit Card through PayPal – Purchaser solely responsible for all PayPal fees
 - PayPal through existing funds – Purchaser solely responsible for all PayPal feesAny other payment methods or terms must be pre-approved by the breeder.

6. Breeder can not guarantee future show achievements or reproductive capability for cats sold as show/breeders. Kittens sold as show/breeding quality animals must be shown at least one time prior to the first breeding.
7. If purchased as a pet, the kitten will typically be altered prior to shipping, and the cost of the alteration is included in the price of the pet kitten unless otherwise disclosed to the Purchaser in writing prior to acceptance of the deposit. The kitten will not be altered before a deposit is placed on the kitten, and the Purchaser assumes all risk of the surgery as if the cat were in their possession. Should any unlikely medical trauma result from the surgery, the purchaser's deposit will go to cover the medical bills, and proof of all additional medical care will be furnished to the Purchaser by the Breeder in as timely a manner as possible. All reasonable attempts shall be made to contact the Purchaser if there is any question about the continued treatment, but, if the Breeder is unable to reach the Purchaser in a timely manner, the Breeder has the right to make decisions related to the immediate health requirements of the cat in the Purchaser's place. If the medical trauma results in extra medical costs above the typical cost of the alteration, the Purchaser will be responsible for repaying the breeder for these expenses before the kitten will be released to the Purchaser. In the unlikely event that the kitten should die from the surgery, the deposit will be put towards the kitten's medical bills, and not be refunded to the Purchaser. All records of any loss or injury resulting from the surgery will be furnished to the Purchaser by the Breeder in as timely a manner as possible. The Purchaser has the right to verify this information with the breeder's vet, whose name and contact information is listed below. In this way, the Purchaser assumes full responsibility for the surgery.
If, for any reason, the kitten is not shipped altered, the Purchaser agrees to alter this kitten NO LATER than 7 months of age. Under NO circumstances shall this cat be used for breeding. Breeder shall forward the kitten's registration papers after veterinary proof confirming spay/neuter is received from purchaser. If purchaser fails to provide proof of alteration, breeder has the right to repossess this cat with no obligation or refund from the breeder. If it becomes necessary to repossess the cat, all travel and necessary legal expenses shall be the sole responsibility of the purchaser.
8. Purchaser agrees to provide a safe and loving environment for purchased cat. If purchaser is found by any federal, state, or local agency to be neglecting, abusing, or mistreating said cat in any way, breeder has the immediate right to repossess the cat per the terms explained in the above clause (number 7).
9. This kitten shall not, under any circumstances, be sold, leased, willed, gifted, traded, loaned, and/or given to anyone not mentioned in this contract without breeder's prior knowledge and written consent. Permission to transfer ownership is not guaranteed and is given at the breeder's discretion. Under no conditions shall the cat EVER be turned over to a pet shop, animal shelter, humane society, cat rescue program, research facility, or any and all similar types of facilities engaged in the business of animals, for whatever reasons or purposes.

10. If, for any reason, the purchaser needs to find this kitten / cat a new home, breeder has the first right of refusal. This first right of refusal requires purchaser to offer this animal back to the breeder first under all circumstances. This right is not time limited, but remains in effect for the entire life span of the animal. If ownership of the animal is transferred, the new owner shall be required to sign a current version of this contract. If this cat originally purchased with breeding rights, UNDER NO CIRCUMSTANCES shall this cat be re-sold as an unaltered animal. BREEDING RIGHTS ARE NON-TRANSFERRABLE unless purchaser has express written consent from the breeder.
11. All shipping, insurance, airline, and airport delivery charges shall be paid in full by the purchaser. The breeder is not responsible for cats lost or stolen after acceptance by the airline carrier. It is the responsibility of the purchaser to file a claim with the airline if a shipment is lost, stolen, damaged, or delayed, resulting in mortality. Breeder shall make all reasonable attempts to safeguard travel of said animal, including reinforcement of carrier clips, appropriate labeling in case of accidental re routing, and adequate carrier bedding. Purchaser understands that the breeder's preference for airline shipping is hand delivery, which is available for the added cost of the airline ticket plus one night hotel stay for trips over six hours from Oregon.
Shipping charges for a kitten (total prepared weight under 10 lbs) will be \$250.00. Shipping charges for any cat weighing over 10 lbs (crate, bedding, and cat; typically 6 months and older) will be \$275.00. Shipping rates include crate, bedding, sweater, harness, ID tag, health certificate, bowls for travel, airport delivery, and everything required for airline shipment of kittens/cats.
12. Breeder guarantees this cat to be of sound health at time of shipping and for a period of 14 days after the date of transfer. Cat shall receive a clean health certificate from breeder's vet, up to date vaccinations, and having been wormed prior to shipping. The Purchaser has the right to verify any information furnished by the Breeder on behalf of the Breeder's veterinarian. If this is necessary, please contact Dr. Larry Goza, Columbia Veterinary Hospital, 576 31st St, Astoria, OR 97103, 503/325-2250. If during the 14 day period the kitten seems ill and the veterinarian feels that the illness was present prior to sale, the breeder should be contacted at once before any major treatment is begun (except in an emergency situation). If the examining veterinarian concludes the kitten was ill prior to sale, the breeder will pay medical costs up to US \$250.00. If the kitten should die from a problem present prior to sale, purchaser must notify breeder immediately and furnish a Feline Necropsy report with lab findings indicating cause of death immediately. Based upon lab findings verifying that a congenital or hereditary defect was the cause, breeder may replace said kitten/cat when one becomes available. Breeder will not issue a cash refund. Purchaser agrees to have the kitten/cat examined by a licensed vet within 4 business days of purchase and agrees to notify breeder within 48 hours of any adverse finds. Breeder will provide kittens with proper inoculations consistent with its age prior to shipment. Rabies to follow at 6 months (where required) and is the responsibility of the purchaser. Due to the controversy about possible health implications related to the FIP and FLV vaccinations, we do not recommend their use. Our cats are guaranteed to be free of these diseases the above mentioned 4

day general health guarantee. If purchaser chooses to have the cat vaccinated against FIP or FLV, purchaser waives all right to a partial refund if a return is necessary per clause number 14.

13. All kittens are sold with a one year health guarantee against any congenital birth defects. Any cat suspected to have any genetic disorder should be taken to your veterinarian to confirm the problem. Once you have obtained this documentation, purchaser should contact breeder to arrange return of affected cat. Purchaser is solely responsible for all costs involved in obtaining documentation and for shipping cat back to breeder. Breeder will replace cat with a kitten from a different litter, and shipping of the replacement kitten shall be the responsibility of the breeder. *If you decide to keep the affected animal, no refund is offered. HOWEVER, if your animal has a congenital birth defect, it is the responsibility of the purchaser to notify the breeder. The breeder would never knowingly propagate any such lines, and is imperative that we be notified of any such problem.*
14. Breeder offers refunds for the cost of the cat as follows: 80% of the purchase price will be refunded if the return is made within the first four weeks after transport, 50% if within the fifth to the twelfth weeks, and 25% if between the thirteenth week and the twenty fourth week (6 months). Purchaser shall be solely responsible for all costs involved in returning the cat to the breeder. NO REFUNDS ARE OFFERED FOR SHIPPING COSTS. Notice of intent to return said kitten and the proposed method of shipment shall be conveyed to the breeder not less than 72 hours prior to shipment, and is subject to the approval of the breeder. There will be no cash refund given for any animal that is returned later than six months after shipment. Documentation of all veterinary visits will be required before return will be accepted.
15. The animal herein described may not be declawed, nor may it have a tendonectomy of any kind. It is recommended that you provide your cat with scratching posts or blocks in order to protect your furniture. A squirt gun is a very effective way to dissuade problem behaviors such as furniture scratching.
16. The cat must be kept indoors at all times and must not be allowed to roam free outside. While outdoors, the cat must be kept in a carrier, in an enclosed run designed for outdoor exercise for cats, or on a leash at all times.
17. Should enforcement of any portion of this contract become necessary, all legal fees, court costs, travel expenses, and related expenditures incurred by the breeder will be the sole responsibility of the purchaser. Should any portion of this contract be found invalid or unenforceable in a court of law in the USA, all remaining portions herein shall remain valid and fully enforceable.

An appropriate age to expect your new kitten is between 13 and 16 weeks. Your kitten will be weaned, eating solid foods, litter trained, and socialized. If sold as a pet, the kitten will be altered prior to shipping. The alteration should not delay shipment, but the kitten will not be shipped until the Breeder is certain that the kitten is completely

healed from the surgery. We hope you have many years of health and happiness with your new family member. We're honored to have you as one of our new family members. We will keep in touch with you to check on the progress of your new cat and hope that you will keep us up to date with photos and show wins, if applicable.

By signing this contract, you are entering into a legally binding agreement for the purchase of the above described cat and agree to all terms described herein.

Signature of Breeder Date _____

Printed name

Signature of Purchaser Date _____

Printed name

Signature of Purchaser Date _____

Printed name