

Kitten and Cat Sales Agreement and Health Guarantee

This agreement between _____ [buyer] and Christopher Shirk [Seller] is effective on the date of _____. Buyer agrees to purchase and Seller agrees to sell below described Cat/ Kitten with said terms:

Breed:

Birth Date:

Sex:

Description/ Color:

Sire:

Dam:

Registration:

Vaccines: See health Certificate

Health Guarantee: Seller agrees to guarantee the health of above, said cat/ kitten upon time of pick-up for a period of seventy-two hours (72). It is recommended that buyer or buyers takes the cat to Buyer's own veterinarian at Buyer's expense within the first seventy-two hours; The Guarantee Period. Buyer or Buyer's Veterinarian shall report to the Seller any medical problems within the guarantee period. If the cat/kitten is found to have a medical problem [within the 72 hour period only], it must be reported to the Seller within 24 hours of its discovery—failure to make this report in this time frame will void the warranty.

Refunds, replacements, and expenses: There shall be no refunds of purchase price, shipping or other costs. There shall be replacement of the cat/ kitten under the circumstances provided below.

1. If the cat/ kitten is found to be in unsound health by a licensed veterinarian within 72 hours, the cat/ kitten shall be returned to the Seller. Buyer at that time may request a refund or replacement with another cat of equal value. The replacement will be made as soon as a suitable replacement becomes available. A medical report signed by the examining veterinarian must be provided to the Seller prior to a replacement being made. There shall be no refund or replacement unless under the Health Guarantee {with the 72-hour period only except as stated below}. The seller will not replace any cat or kitten that has not received adequate and appropriate care from its owner. It is the responsibility of the buyer to provide immediate veterinary care (at the Buyer's expense) to any cat/ kitten showing any signs of illness or distress, and failure to do so will render any guarantee null and void.

2. Under NO circumstance, is a cat or kitten to be destroyed without prior notification to the Seller from the Buyer. Any cat/ kitten for which the Buyer expects replacement must be returned to the Seller (at the Buyer's expense), so that the identity of the cat/ kitten can be verified. "Unsound health" shall be defined as any condition, which is "life threatening or incurable" and shall not include conditions or infections such as colds, virus, bacterial infections, or skin rashes.

3. Should the cat/ kitten die within six (6) months as a direct result of an unknown (at the time of sale) congenial birth defect, said cat/ kitten will be replaced only if an appropriate autopsy is performed by a licensed veterinarian and a veterinarian's certificate is provided as proof of death. Trauma, abuse, or neglect will void the guarantee.

A. The Buyer assumes all responsibility of all expenses incurred in relation to the cat/ kitten after said cat/ kitten leaves the possession of the Seller, as well as any expense incurred at the request of the Buyer before said cat/ kitten leaves possession of the Seller. If, for any reason, the cat/ kitten is returned to the Seller, Buyer agrees to pay all expenses, including shipping costs, mileage, and re-examination of Seller's veterinarian. This examination will include a complete "Viral Panel" blood test for FELV, FIP, and FIV viruses.

B. WARRANTY VOID IF FIP VACCINES GIVEN. We do not recommend vaccinating this cat/ kitten with the FIP vaccines. This vaccine is not safe for this breed. The FIP vaccine is not safe. Reference: Feline Infectious Diseases, Chapter 7, page 54, (first column- last paragraph). Written by Neils C. Pederson, D.V.M. Ph. D. If the FIP vaccine is given to the cat/ kitten at any time, the entire health guarantee becomes null and void.

C. Shipping: All shipping costs are to be paid by the Buyer, when purchasing a cat/ kitten that must be shipped. Cat/ kitten can only be shipped "prepaid". Specific shipping arrangements will be determined in advance and confirmed to the Buyer by Seller, with the cat's/ kitten's best interest in mind. This signed agreement must be returned prior to cat/ kitten being shipped.

D. Breeding and/ or For Show: If cat/ kitten is purchased for the purpose of breeding, the seller guarantees fertility. If a breeding animal has not produced viable offspring by age 18 months, Seller agrees to replace the cat. Show cats are sold with the understanding that they are free of disqualifiable faults. They also meet The Breed Standard of Quality.

E. Advertising Rights: Seller reserves the right to use photos already in the Seller's possession of any cats or kittens that are sold to the Buyer in any and all advertising. This includes Web-Site advertising and the promotion of Seller's cattery. Buyer agrees to allow the Seller to use his or her cat's / kitten's photograph or name in any future or existing advertising.

F. Housing, Care, and Transfer to Third Party: Buyer agrees that this cat/ kitten will be kept indoors and not allowed to roam freely outdoors. Under no circumstances will this cat/ kitten be sent to a shelter or otherwise disposed of, nor shall this cat/ kitten be sold, leased or given away to any pet shop, research laboratory or a similar facility. If the Buyer becomes unable, or no longer desires to care for this cat/ kitten, the cat/ kitten shall be returned to the Seller, and the Seller will pay shipping expenses. Buyer agrees that the Seller has the right to retrieve said cat/ kitten if the Buyer does not adhere to all provisions of this contract or if said cat/ kitten is being neglected or abused.

G. Resale: If Buyer wishes to re-sell said cat/ kitten, the sale must be approved by Seller, or in the alternative, said cat/ kitten will be returned to the Seller, at Buyer's expense, for resale by the Seller.

H. Venue: If any legal action is commenced by Buyer or Seller as a result of this contract, Buyer agrees that the place of venue shall be Lancaster County, State of Pennsylvania. Buyer agrees to personal jurisdiction within such venue regardless of their place of residence and agrees that any judgment obtained is enforceable within that jurisdiction.

I. Facsimile Signatures: A facsimile signature shall be enforceable as an original if the original is lost, destroyed, or otherwise unavailable.

J. Cutting Edge Cats is a FeLV and FIV negative cattery. Buyer (at his/her own expense) agrees to have all cats currently owned, be tested for FeLV and FIV. Said cats already in buyers' possession must test negative within 10 days of finalized purchase of cat/kitten from Cutting Edge Cats. Documentation must be provided to seller prior to purchase. Seller has right to refuse sale of

cat/kitten to any household where a FeLV or FIV infected cat resides. Allowing purchased cat/kitten from Cutting Edge Cats to be in contact with any cat/kitten that has not been tested FeLV/FIV negative will render this health guarantee null and void.

Seller/ Signature

Date

Seller/ Signature

Date