

FOREST BELL MAINE COON CATTERY (SELLER)

913-306-6803

forestbellmc@yahoo.com

SALE CONTRACT

Color: _____ Name: _____ Sex: _____

This Kitten is Sold as a pet breeder Price:\$ _____

Number of Kittens in the Litter: _____ Date of Birth: _____

Dam: _____

Sire: _____

Buyer(s): _____

Address: _____

Telephone: _____

E-Mail: _____

1.CONDITIONS OF SALE:

1.a. *SELLER GUARANTEES* that kitten/cat had all age appropriate vaccinations and deworming, FeLV/FIV tested by licensed veterinarian. *SELLER GUARANTEES* that kitten/cat is free of life threatening diseases or disabilities for 72 business hours after delivery to BUYER.

1.b. *BUYER(S) ACCEPT FULL RESPONSIBILITY FOR THE CARE OF THIS CAT/ KITTEN. BUYER(S) AGREE TO THE FOLLOWING TERMS:*

1.b.1. *Buyer(s) agree to maintain the proper veterinary care for the cat/kitten, including all yearly check-ups and vaccinations, as well as, provide proper grooming to keep the cat/ kitten happy, matts free, and clean.*

b.2. *Buyer(s) must also provide cat/kitten with proper food and clean water at all times.*

b.3. *WITHOUT SELLER'S WRITTEN CONSENT this cat/kitten will not be given away or resold for any reason. No Exceptions!*

b.4. *This cat/kitten must NEVER be given or sold to any research or testing facility, humane society, shelter, pet shop, or any organizations like it.*

b.5. *In the event the buyer(s) can no longer care for this cat/kitten for any reason it is required that the cat/kitten be returned to the breeder if breeder agrees. No refund or compensations will be made to the buyer. If the breeder does agree to accept the cat/kitten back the cat/kitten must be examined and tested by a licensed veterinarian for the following: The cat/kitten must have a health certificate given within the last week, tested negative for ringworm by having a culture taken and sent to a licensed lab, have been given a dose of revolution, a negative result for FELV/FIV, a negative fecal with no parasites found, and all medical records. These test and precautions listed above are required to be done for the safety and health of my own cats and animals! Also all vet expenses will be the buyers responsibility including shipping the cat/kitten back if need be. If for any reason the breeder can not take back the cat/kitten for any reason we will be most helpful in finding the cat/kitten a new forever home!*

b.6. *This cat/kitten will NEVER be allowed to roam freely outdoors.*

b.7. *This cat/kitten will NEVER be de-clawed. This is an amputation of the tips of the fingers and toes and is an inhumane procedure. My cats and kittens love their little paws just the way they are!*

b.8. *If the buyer(s) violates this contract in ANY WAY, ownership of the cat/kitten will revert back to the seller, and the buyer will be required to return the cat/kitten at buyer(s) expense immediately.*

Our 2 years Health Guarantee to You

~Seller guarantees that this cat/kitten is in good health at the time of sale.

Year 1 Health Guarantee — *If, within one year of purchase, your kitten is found to have a congenital or hereditary condition which adversely affects your kitten's health, we will provide you with a replacement kitten of equivalent value.*

Year 2 Health Guarantee — *If, after the first year, but before the second anniversary of your purchase, your kitten is found to have a congenital or hereditary condition which adversely affects your kitten's health, we will offer you a credit of 50% of your purchase price towards the purchase of another kitten from us.*

Your Obligations:

YOU MUST FULFILL THESE OBLIGATIONS, AS EXPLAINED HEREIN, OR THIS HEALTH GUARANTEE WILL TERMINATE AND BECOME NULL AND VOID*

You must have your kitten examined by a licensed veterinarian within 72 business hours of receipt of the kitten and, to ensure the health of your cat, you must visit the veterinarian on a regular basis ensuring your cat receives proper health checkups and timely inoculations.

****Terms and Conditions of Health Guarantee***

Year 1: If within one (1) year from the date of purchase from Seller, a cat is found and certified by two (2) duly licensed doctors of veterinary medicine (DVMs) of Buyer(s) choosing to have a congenital or hereditary condition which adversely affects the health of the cat, and if Seller is notified within five (5) business days of the first veterinarian's determination, the Seller will provide a replacement kitten of equivalent value. Seller reserves the right to obtain a third opinion of Seller's choosing to determine the congenital or hereditary condition. All laboratory verification must be done by a licensed DVM.

Year 2: If, between the first (1st) and second (2nd) anniversary of the date of purchase from Seller, a cat is found and certified by two (2) duly licensed DVMs of Buyer(s) choosing to have a congenital or hereditary condition which adversely affects the health of the cat, and if Seller is notified within five (5) business days of the first veterinarian's determination, the Seller shall issue a credit in the amount of fifty percent (50%) of the purchase price of the cat towards the purchase of a replacement kitten from Seller.

*****Feline Infectious Peritonitis (FIP) Guarantee***

SELLER can not guarantee that a kitten won't develop Feline Infectious Peritonitis (FIP) as it is impossible to diagnose before disease has been developed. FIP is a mutation of Feline Coronavirus which is a common disease among of most cats and majority of cats are carriers of FCoV. It's impossible to know which kitten may develop FIP. If kitten develops FIP mutation in the first 12 month of life, BUYER guarantees to try and treat it, as there is a treatment now available. If kitten doesn't respond to FIP treatment and dies, SELLER will offer replacement kitten of a same value. If BUYER decides not to

take replacement kitten, SELLER will issue a refund (as soon as available) of a kitten price minus reservation fee. If BUYER decides not to attempt an FIP treatment, and opts for euthanasia, no replacement or refund will be issued by SELLER. A proof of diagnosis and all testings with a detailed description of a cat including color, age, gender, breed, microchip number etc, from a certified veterinarian on a vet clinic official letterhead, signed and dated by said veterinarian must be sent to SELLER before replacement or refund can be issued. If kitten dies, an autopsy must be performed by certified specialist and results must be sent to SELLER. *Veterinary Costs: Unless required by law (including pet purchase protection or pet "lemon" law requirements), veterinary costs are not covered by Seller.*

***Purchaser Acknowledgments:** Buyer(s) is aware that owning a kitten means frequent visits to a licensed DVM and understands that he/she will be responsible for all costs associated with all veterinarian visits, such as but not limited to any veterinarian costs associated with spaying or neutering, including undescended testes. Failure of the Buyer(s) to provide kitten with timely inoculations or regular veterinary care will void this Health Guarantee. The Buyer(s) is responsible for all transportation costs to and from the Seller.*

In addition to all the conditions set forth in this agreement, the following additional conditions shall apply and must be met or this Health Guarantee shall terminate and become null and void:

- a. The Buyer(s) must have the kitten examined by a licensed DVM within 72 hours of receipt of the kitten. A copy of the examination (medical record) must be sent to our e-mail lexisxxl@yahoo.com within seven (7) days of receipt of the kitten.*
- b. If the Buyer(s) declines any replacement kitten, then the Seller shall be under no further obligation and it shall be deemed that the Buyer(s) has released the Seller from any and all further claims and waived any rights to pursue any claims against the Seller.*
- c. This Health Guarantee shall terminate and become null and void if the Buyer(s) fails to comply with any term in this Agreement regarding the care, maintenance, or medical treatments or procedures that the Buyer(s) is responsible for providing to the kitten.*

The value of the kitten for purposes of this Health Guarantee is limited to the Purchase Price of the kitten, and does not include shipping, shipping crate or any additional costs or expenses incurred or asserted by the Buyer(s). This Health Guarantee is non-transferable and is not valid for sales of any kittens delivered outside the United States.

~Any disputes or claims shall be brought to the state of Missouri and reinstating of Venue will not be allowed in any other state other than Missouri. Also any disputes or claims will be held ONLY at the Jackson County General District Court. Buyer(s) will be responsible for all cost and legal fees for him or herself as well as the breeder (this includes for breach of contract).

~By the Buyer(s) signing below, the Buyer(s) is stating that he or she has read, understands, and agrees with the conditions and terms within this contract.

Buyer's Signature: _____ **Date:** _____

~Seller signing bellow after kitten/cat paid in full and transferred to Buyer(s).

Seller's Signature: _____ **Date:** _____