

MARBLE SKY CATTERY

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KITTEN/CAT PURCHASE CONTRACT

In the following contract agreed upon by both parties in a condition of sale of the Male/Female

Microchip/Registration number: _____ **Scottish Fold/Straight**
kitten/cat _____

Sire _____,

Dam _____,

MARBLE SKY CATTERY will be referred to as “the **Breeder**”

and _____ (First and Last Name),

Address _____

Phone _____, e-mail: _____ will be referred to
as “the **Buyer**”.

In consideration of a purchase price of \$ _____ CAD (Inclusive of **\$300.00 CAD** non-refundable deposit), the **Breeder** transfers all rights, privileges and responsibilities associated with the ownership of the above described kitten/cat to the **Buyer** with the following conditions subsequent. The **Breeder** and the **Buyer** agree that Ontario laws apply to this contract and to have any dispute settled in an Ontario Court of Law. This purchase contract is non-transferable to other parties. Any changes, additions, or omissions to this contract must be agreed upon in writing, dated and initialled by all parties. If one clause in this contract is declared void, that does not affect the rest of the contract which shall remain valid.

GUARANTEES BY THE BREEDER

1. This Scottish Fold/Straight kitten/cat is CCA/TICA registrable and the **Breeder** will provide CCA/TICA papers upon pick up or via mail.
2. This Scottish Fold/Straight kitten/cat sold as **pet quality** kitten/cat. Therefore, it is being placed on a Pet Class, Non-Show Agreement. The **Buyer** should understand that the Buyer cannot show this kitten/cat in CCA/TICA Conformation shows. It is understood that this Scottish Fold/Straight kitten/cat is sold only as a family companion, and is not intended or represented by the **Breeder** as a show animal or to be used in a breeding program.
3. The Scottish Fold/Straight kitten/cat is free from any genetic problem that would keep the kitten/cat from living a normal life as a pet - blindness, deafness, etc. In the event of a genetic health problem comes out before a kitten will be 12-month-old, the **Breeder** requires a statement from and contact information of the **Buyer**'s licensed veterinarian and concurrence with the **Breeder**'s veterinarian before a replacement kitten of equal quality from the next available litter will be due to the **Buyer**. In case of death, the **Breeder** requires that the **Buyer** must perform autopsy for his own expense, and
 - Should the veterinarian state that the death was caused by or contributed to poor nutrition, an accident or injury, or anything beyond the scope of the **Breeder**'s responsibility; the health guarantee will **NOT** apply.
 - Should the veterinarian state that the death was caused by congenital defect, the kitten/cat will be replaced **ONLY**, of comparable quality and value, as available, at the discretion of the **Breeder**.

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4. The kitten/cat **MUST** be checked within **72 hours** by a licensed veterinarian of the **Buyer's** choice or the **health guarantee is null and void**.
5. This Scottish Fold/Straight kitten/cat is guaranteed to be free of any disease at the time of sale. The kitten/cat has been checked by a licensed veterinarian, received his/her age appropriate vaccinations, microchipped, spayed/neutered and de-wormed several times. The Breeder recommends that the Rabies vaccine be given to the kitten at 1 years of age due to some kittens have been known to have a sever reaction.
6. If for any reason the **Buyer** is unhappy with this kitten/cat, the **Breeder** will take this kitten/cat back immediately. Transportation is the responsibility of the **Buyer**.
 - **In case kitten/cat is returned within the 72 hours after purchase, due to health issues; the Breeder may opt to:**
 1. replace the kitten (only) from the next available litter,
 2. refund the original purchase price (**minus \$300.00 CAD nonrefundable deposit**) of the kitten/cat.
- If the **buyer** is no longer able to keep this kitten/cat:
 1. the **Breeder must** be notified immediately.
 2. the kitten/cat **must** be returned to the breeder.
 3. the **Buyer** may rehome/change an ownership of the kitten/cat only under the **Breeder's** supervision and with a written permission executed by the **Breeder**.
7. **The Breeder has the right, at her discretion, to terminate this contract and cancel or refuse the sale or placement of this kitten/cat at any time for any reason OR no reason before delivery of the kitten/cat. The Breeder is NOT obligated to give an explanation to the Buyer upon refusal of the sale. In that case, the Breeder will refund the full amount to the Buyer, including the deposit.**
8. **Should the Buyer cancel this agreement before the kitten/cat is delivered, or fail to pay the balance due on time, the kitten/cat may be sold to another and the Buyer's non-refundable deposit will be retained as a cancellation fee.**
9. **In case kitten/cat is returned after 72 hours from the day of purchase, the Breeder will accept the kitten/cat. No refund will be provided to the Buyer.**

GUARANTEE BY THE BUYER

1. The **Buyer** agrees to exercise normal care in maintaining this kitten's health. Routine preventative care includes the following: annual exams by a licensed veterinarian, annual vaccinations, annual fecal exams and continual heartworm prevention. Normal care assumes that the **Buyer** will feed and provide fresh water for this cat daily, as well as give attention and love to this cat and proper grooming so that the coat is kept clean. If the **Buyer** is found to be abusing or neglecting this cat by not following these most basic guidelines, the ownership of the cat will immediately revert to the **Breeder** who may immediately assume possession of the cat. The **Breeder's** reasonable attorney fees for recovery of the cat in such a situation will be paid for by the **Buyer**.
2. This kitten/cat will receive adequate socialization to make it a good pet. The **Buyer** agrees that this

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kitten/cat is NOT to be left in a secluded area or cage as its home. This is to assure proper development and maintenance of the temperament and the happiness and well-being of the kitten/cat.

3. Photos of this kitten will be furnished to the **Breeder** as minimum as at 6 months and 1 year of age. These bare minimums are required as a condition of sale. It is the **Buyer's** sole discretion to provide the **Breeder** with more than required (two) photos.
4. This kitten/cat will **NOT** be declawed under any circumstances. Declawing your kitten or cat voids all protections of this contract for the **Buyer** and will entitle the **Breeder** to a monetary fine in the amount of \$5,000.00 (Five Thousand) CAD paid by the **Buyer** due to Breach of the Contract. The **Breeder's** reasonable attorney fees for recovery of the kitten/cat or the collection of the fine will be paid by the **Buyer**. Additionally, all rights and ownership of the kitten/cat will be immediately terminated and reverted to the **Breeder**, who can immediately assume possession of the kitten/cat.
5. If the **Buyer** becomes unable or does not want to keep the kitten/cat, kitten/cat will be returned to the **Breeder** at the **Buyer's** own expense. This kitten/cat is not to be offered for sale or euthanized without express written permission from the **Breeder**. This kitten/cat is NOT to be placed in a shelter or humane society or turned over to a rescue organization. Failure to comply with this requirement will entitle the **Breeder** to a monetary fine in the amount of \$3,000.00 (Three Thousand) CAD paid by the **Buyer** due to Breach of the Contract. The **Breeder's** reasonable attorney fees for recovery of the kitten/cat or the collection of the fine will be paid by the **Buyer**. Additionally, all rights and ownership of the kitten/cat will be immediately terminated and reverted to the **Breeder**, who can immediately assume possession of the kitten/cat
6. The **Breeder** will be notified within 2 weeks of any address or phone number change of the **Buyer**.
7. The Buyer guarantees a one full week (7 days) separation from the current animals (if any). If the kitten/cat and resident animals in the house have physical contact with each other within 7 days of the kitten/cat arrival, all health guarantee is null and void.

I, _____ (the **Buyer**) have read and fully understood all terms of the above contract made on _____. I fully understand and see this contract as a legal and binding agreement and as condition to the sale of the Scottish Fold/Straight kitten/cat as described above.

MARBLE SKY CATTERY

Tatiana V. Aksenova
The Breeder

The Buyer full legal name:

Driver's license #/ID:

Signature of the **Breeder**

Signature of the **Buyer**

Date:

Date: