

Beauty Tracks Cattery

Agreement For Sale Of Cat/Kitten

Please completely fill in highlighted areas:

Buyer(s)

Seller: Cynthia Falter

Address:

Address: 408 Toledo Vader Rd
Toledo, WA 98591

City, State Zip

Phone:

Phone: (360) 431-5347

E-mail:

E-mail: BritishBlueShorthair@gmail.com

Date of Sale:

<i>Description of Cat or Kitten</i>	
<i>Color:</i>	
<i>Sire:</i>	
<i>Dam:</i>	
<i>Birthdate:</i>	
<i>Sex:</i>	
<i>Litter registration #</i>	

<i>Purchase Price:</i>	\$	
<i>Deposit:</i>	\$	Deposit is Non-refundable
<i>Shipping Expenses:</i>	\$	Includes health certificate, carrier and shipping ticket
<i>Rabies Vaccine (if needed)</i>	\$	Usually not needed until 13 wks or older
<i>Credit card fees (3.9%)</i>	\$	There is a 3.9% transaction fee for using credit cards and Paypal
<i>Subtotal:</i>		Make checks payable to Cynthia Falter or Diana Falter
<i>Balance Due:</i>	\$	If paying with Paypal, send to BritishBlueShorthair@gmail.com
	\$	
		w/ cash /check w/ Paypal

This contract is between Cynthia Falter of Beauty Tracks Cattery (hereafter referred to as Seller), and , hereafter referred to as Buyer(s).

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The Buyer(s) agree to the following conditions of sale, and acknowledges and accepts that each term below is part of the good and valuable consideration exchanged in this transfer:

This kitten is purchased for: PET X SHOW BREEDING .

1. Seller agrees that she is the lawful owner of this kitten/cat, that to the best of her knowledge the kitten/cat is free of all encumbrances, and that she has the good right to sell this kitten/cat.
2. Seller agrees that to the best of Seller's knowledge this kitten/cat is in good health, and free of any contagious or harmful diseases, at the time that she transfers this kitten/cat to you.
3. Seller urges the Buyer(s) to have the kitten/cat examined by the veterinarian of Buyer(s)' choice during the first 72 hours after receiving the kitten/cat. If in that examination you discover a condition that your veterinarian reasonably believes existed before the kitten/cat came to you, you have the option of returning the kitten/cat for a full refund of your purchase price.
4. Seller has had kitten/cat inoculated at a reasonable age, and will provide Buyer(s) with a current health record evidencing specific inoculations and/or other health related treatments.
5. At Buyer(s)' request Seller will provide Buyer(s) with a Health Certificate from a licensed Veterinarian upon request at least 7 days before the scheduled pick-up of the kitten/cat. Costs of obtaining such Health Certificate are to be paid by the requesting party.
6. If purchased for show and breeding, registration papers to register your kitten/cat with TICA will be provided. Seller makes no guarantee of show quality in this kitten/cat.
7. Seller warrants against any congenital malformation or genetic conditions that adversely affects the length or quality of the kitten/cat's life within 6 months following sale of the kitten/cat. This health warranty is strictly limited to 6 months after sale, and conditions that manifest within this period ("health warranty period"). If kitten/cat is found to be showing signs of such congenital malformation within the health warranty period, or should kitten/cat die at any time during this period, upon conditions above, the Seller will then replace the animal with one of equal or better quality when one is available.
8. If the condition results in the kitten/cat's death, Buyer(s) must conduct a necropsy at Buyer(s)' expense, and give the written results to Seller from the veterinary professional

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that performed the necropsy within 15 days of the necropsy. This health warrantee is only valid if Buyer(s) inform Seller of the condition within 2 weeks of diagnosis of a condition that falls under this warrantee; Buyer(s)' failure to do so shall waive any rights Buyer(s) may have otherwise had under this health warrantee, and Buyer will not be entitled to any alternate remedies.

9. This warrantee covers both genetic and congenital causes except FeLV, FIV and FIP (which are infectious and may have an individual predisposition).
10. There is no health warrantee of any kind beyond the specific warrantee above. Seller is not liable for and Buyer(s) waives any claims for any other health condition not specifically covered above.
11. In the event Buyer(s) are unable or unwilling to own this kitten/cat any longer, Buyer(s) shall surrender the kitten/cat back to the Seller. In such case the provisions of the section "Terms for transfer of kitten/cat back to Seller" shall apply.

12. TERMS FOR TRANSFER OF KITTEN/CAT BACK TO SELLER.

All provisions herein regarding transfer of kitten/cat back to Seller are an important and material part of the consideration exchanged in this Agreement. Whether it is a voluntary transfer or transfer per the terms of this Agreement the following conditions shall apply.

BY INITIALLING THIS PROVISION, AND SIGNING THIS AGREEMENT, BUYER EXPRESSLY ACKNOWLEDGES THESE TERMS.

- a. There is no refund due for any transfer or surrender of the kitten/cat per the terms of this Agreement.
- b. Upon any transfers herein full legal ownership immediately reverts back to Seller.
- c. Should Buyer(s) breach any provision under this contract, Buyer(s) agrees to grant Seller the right to re-claim the kitten/cat. If Seller does not opt to re-claim the kitten/cat upon any particular breach, Seller does not thereby waive her right to re-claim the kitten/cat upon a later or continuing breach. Buyer(s) shall return surrender the kitten/cat back to Seller immediately upon Seller's demand if this has not already been done.
- d. It is an immediate breach of this Agreement when Buyer(s) transfers or relinquishes the kitten/cat to a third-party (including a shelter or research facility) in violation of any of the clauses herein, or if a third-party obtains control of the kitten/cat (such as seizure by animal control or transfer to estate upon death). Upon transfer or surrender of the kitten/cat to any third-parties, upon capture or seizure of the kitten/cat by any third-parties, or upon death or permanent incapacitation of the Buyer(s), full legal ownership of the kitten/cat shall immediately revert back to the Seller and Seller acquires all legal rights as owner of the kitten/cat, including all legal rights as the kitten/cat's owner to recover or reclaim the kitten/cat and to transfer all registration papers solely into Seller's name. Buyer(s) will be solely

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- responsible for any damages that any third-parties may claim as a result of such recovery or reclamation.
- e. If registration of this cat has already been transferred to the Buyer(s), Buyer(s) agree to transfer registration back to the Seller at the time of transfer or surrender of the kitten/cat. Should Buyer(s) fail to do so, Buyer(s) hereby authorize Seller to submit a change of registration form on their behalf.
 - f. Any transfer shall be deemed to occur when the kitten/cat is returned to Seller if a voluntary surrender, or upon breach of this Agreement if a transfer by operation of this Agreement or law. If there is any ambiguity as to the exact date when the breach occurred, the date of transfer shall be a date determined by Seller.
 - g. Buyer(s) shall be responsible for all costs relating to shipping or transportation to return the kitten/cat to Seller for any transfer subject to this provision.
 - h. Buyer(s) waive any claims they may have against Seller relating in any way to transfer of the kitten/cat back to Seller under this Agreement, including but not limited to any claims for past medical or care expenses. Buyer remains at all times liable for any liabilities relating to the kitten/cat that arose during the time Buyer(s) had possession of the kitten/cat.
13. Under no circumstances will this kitten/cat be sold, leased or given to any pet shop, research laboratory or similar facility. It will not be placed for sale in a newspaper, or online. NEVER is the kitten/cat to be placed at a shelter/rescue center! Seller will take the kitten/cat back and re-home it if necessary. In such case the provisions of the section “Terms for transfer of kitten/cat back to Seller” shall apply.
14. Under no circumstances will this kitten/cat be declawed or de-meowed unless a written consent is given by the Seller in the Seller’s sole discretion. If for any reason Buyer(s) cannot keep the kitten/cat if unable to declaw or de-meow, and if Seller does not consent to these procedures, Buyer(s) agree to return the kitten/cat to Seller. In such case the provisions of the section “Terms for transfer of kitten/cat back to Seller” shall apply.
15. If this kitten/cat is found to be neglected or ill and left untreated for an unreasonable length of time, the Buyer(s) must and will surrender said kitten/cat to Seller unconditionally and without compensation to the Buyer(s), and will reimburse Seller for all reasonable costs incurred by Seller to reclaim the cat and for any reasonably necessary medical treatment related to the neglect or illness, including but not limited to actual legal costs. In such case the provisions of the section “Terms for transfer of kitten/cat back to Seller” shall apply.
16. Unless purchased for breeding, Buyer(s) agree to spay/neuter the kitten/cat. Purebred registration paperwork from TICA will be provided after proof of spay/neutering is

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received. Buyer(s) shall provide Seller a copy of the neuter certificate. Buyer(s) agree and guarantee this kitten/cat will NOT be used for breeding purposes if not purchased for such. This limitation is a valuable part of the consideration exchanged in the transfer of this kitten/cat to you. Buyer(s) agree that noncompliance with the forgoing spay/neuter agreement Seller immediately obtains the right to recover the kitten/cat, and the provisions of the section "Terms for transfer of kitten/cat back to Seller" shall apply.

17. The place of sale is considered solely in Washington State. Any dispute relating in any way to this Agreement is subject to the laws of the State of Washington, and exclusive jurisdiction and venue shall be Lewis county. In the event of a dispute the prevailing party shall be entitled to all costs, including attorney's fees and collection costs, relating to enforcement of this agreement. Any payments due to Seller shall be made within 30 days of judgment. The total liability of the Seller shall in no case exceed the total purchase price.
18. Should any portion of this Agreement be found unenforceable in a court of law, it shall be considered severable and the remainder of the Agreement will be left in force.
19. Should Seller not fully enforce the requirements or provisions in this Agreement at any particular point in time, this shall in no way constitute a waiver of Seller's rights to otherwise enforce these requirements.
20. Buyer(s) agrees that this contract has been entered into voluntarily, has been reviewed carefully and with legal counsel if desired, that all provisions herein are collectively the good and valuable consideration exchanged for the purchase of this kitten/cat, and is fully binding upon Buyer(s) and all agents, heirs and assigns.

Buyer(s)' signatures:

Sellers' signature:

Date: _____