

WarCloud

Bengals, Pixiebobs & Snowbobs

TICA/TIBCS
REGISTERED

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CAT/KITTEN SALES AGREEMENT AND HEALTH GUARANTEE

THIS AGREEMENT between _____ (Buyers) and Sherry Reinert of **Warcloud** (Seller) is effective as of the date of the last signature to appear below and is binding upon all parties thereto. Buyer(s) agree to buy and Seller agrees to sell the below described cat/kitten pursuant to all of the following terms:

DESCRIPTION OF ANIMAL:

BREED: _____ BIRTHDATE : _____ SEX: _____

COLOR/DESCRIPTION:

SIRE: _____

DAM: _____

PURCHASE PRICE: _____ (All monies made payable to "Sherry Reinert")

HOLDING FEES:

A holding fee is placed to hold a particular cat/kitten for a buyer. **ALL HOLDING FEES ARE NON-REFUNDABLE!** Our cattery's goal is to place our cats/kittens in loving homes in a timely manner so they may bond with their new family. If a cat/kitten is held specifically for a buyer, a change of mind can quite often jeopardize the chance for that particular cat/kitten to be placed in a home while still at a desirable age.

CAT/KITTEN WILL BE PICKED UP AFTER IT IS PAID IN FULL FOR THE FOLLOWING TERMS: A signed Contract, along with a non-refundable/non-transferable holding fee must be received within 72 hours of Buyers verbal acceptance of cat/kitten. Contract must precede or accompany the holding fee. A holding fee of **two hundred fifty dollars**

(\$250.00) is to be paid by the Buyer in the form of a cashier's check. **A three hundred-dollar (\$300.00)** holding fee is required for a cat/kitten over **eight hundred dollars (\$800.00)**. Final payment of **plus** all costs for shipping (**approx. \$300-\$375/rates may vary**) shall be sent by cashier's check no less than fourteen (14) days before arranged scheduled pickup/shipping date or by **10 weeks** of age, whichever comes first. **When the sale of the cat/kitten is consummated, the holding fee shall be applied towards the purchase price.**

If payment in full is not received at this time, the sale will be considered null and void and all monies will be non-refundable.

Each cat/kitten will differ in the time needed to bond with its new family. Please give the cat/kitten ample time to adjust, especially if the cat/kitten has been shipped. A period of two to four weeks should be the very least amount of time allowed the cat/kitten for an adjustment period and longer if this is an adult cat and/or there are children in the house. Please give your new friend and family member a chance to bond with you and its new surroundings. Your new cat/kitten needs to feel safe and secure for its unique individual personality to surface.

THE BUYER becomes the owner of said cat/kitten upon Seller receiving 'Payment in Full'. The cat/kitten will be cared for by the Seller until the arranged shipping date or until Buyer is able to take possession of cat/kitten. This period of care is not to exceed fourteen (14) days from the arranged pick-up/shipping date. In the event this exceeds the time period stated, Buyer agrees to pay board on said cat/kitten at a boarding charge of eight dollars (\$8.00) per day. Boarding charges are to be paid in full prior to shipping or release of said cat/kitten. If boarding period exceeds 30 (thirty) days, ownership of cat/kitten will revert to Seller. Seller shall retain any and all monies paid.

SPAY/NEUTER AGREEMENT:

CAT/KITTEN IS PURCHASED FOR PET. If cat/kitten has not been spayed/neutered by shipping or pick-up date (whichever comes first), Buyer agrees to spay or neuter this cat/kitten within 180 days of its' BIRTHDATE. If not altered within this time frame, Buyer agrees to pay the additional price of Three Thousand Dollars (\$3,000.00), as this would constitute the sale price of a breeding animal. If Buyer fails to provide either, seller has right to reclaim cat. Registration papers will be sent within (14) days of the Seller's receipt of written CERTIFICATION OF ALTERATION from a *licensed veterinarian*. If Buyer reports to Seller that this cat/kitten has died before being altered, Buyer **must provide Seller with **written verification** of death signed by licensed veterinarian or be liable for the additional price. **At 4 months of age, spaying & neutering are common procedures, though we highly recommend this procedure not be done at this time due to possible ill side effects because of cat/kitten's age. Multiple procedures performed at one time will not be covered by this guarantee. For example: spay/neuter, rabies, declawing.****

TICA Registration papers available upon request after proof of alteration is received by Warcloud..

HEALTH GUARANTEE:

WarCloud ("Seller") guarantees the health of said cat/kitten upon pick-up from the cattery or upon the time of shipment for a period of seventy-two (72) hours. **If you have other cats, we suggest you place the new arrival in quarantine during this time.** This time period begins at the point that the cat/kitten leaves the possession of the Seller, whether it is at the cattery or at some point of shipping. The cat/kitten, if shipped, comes to you with a veterinarian's health certificate and a record of vaccinations and de-wormings. Cat/kitten **must** be taken to your own veterinarian (at Buyer's expense) within the first 72 hours for your own satisfaction and protection. You, or your veterinarian, shall report to the Seller any medical problem 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 twenty-four (24) hours of its' discovery. **Failure to make this report within this time frame will void this warranty.** Even when no medical problems are discovered, Buyer (at the Buyers expense) shall forward the examining veterinarian's written report to Seller. **We recommend certified mail to insure delivery.** **If Seller does not receive this report within 240 hours/10days of the shipping/pick-up date, all guarantees, and/or warranties shall become null and void. LOST OR STOLEN MAIL DOES NOT CONSTITUTE RECEIPT.**

PLEASE NOTE!

The Health Guarantee will be denied for any of the following:

- If more than one veterinary procedure is performed at any one time. For example: Spay/neuter, de-clawing, rabies, vaccinations with boosters.
- Customer agrees to use the NuVet® vitamins on their pets food for six (6) full and consecutive months to ensure the best health of their kitten or cat. Failure to do so will void any/all health guarantees. Initial here _____.
- Customer agrees to keep kitten on the recommended food choice for the first 2 months to avoid any new and/or abrupt transitions in diet. Initial here _____.

- Customer understands that a new home, new family and environment, changes in food, not taking kitten/cat straight home after purchase to adjust, are all factors that can cause stress and affect a young kittens health. Initial here _____.

REFUNDS, REPLACEMENTS AND EXPENSES:

There shall be no refunds of purchase price, shipping charges or other costs. However, there may be replacement of the cat/kitten only under the circumstances provided below.

- 1) If within 72 hours of the shipping/pickup date a licensed veterinarian diagnoses the cat/kitten to be in unsound health, the cat/kitten may be returned to Seller and Buyer may request a replacement with another cat/kitten of equal value. Said 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. The Seller will not replace any cat/kitten that has not received adequate and appropriate care from its' new owner. It is the responsibility of the Buyer to provide immediate veterinary care (at the Buyer's own expense) to any cat/kitten showing signs of illness or distress and failure to do so will render any guarantee null and void. Under no circumstance is a cat or kitten to be destroyed prior to notification by the Buyer to the Seller. Any cat/kitten for which the Buyer expects replacement must be returned within 7 days of the discovered unsound health condition to the Seller (at the Buyer's expense) so that 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 curable conditions or infections such as colds, virus, bacterial infections or skin rashes.**
- 2) Should the cat/kitten die within six (6) months as a direct result of an unknown (at the time of sale) congenital 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 cause of death. Trauma, abuse or neglect will void the guarantee.

THE BUYER assumes 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 the 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 expense of Seller's veterinarian. This examination will include a complete 'viral panel' blood test for FELV, FIP and FIV viruses.

VACCINATIONS:

Your cat/kitten has been regularly dewormed with Strongid-T (Panacur) liquid and has had the required vaccination series, **excluding** FIP vaccine and FELV vaccine. **We do not recommend vaccinating this cat/kitten with the FIP vaccine. Reference: Feline Infectious Diseases, Chapter 7, page fifty-four, (first column, last paragraph), written by Niels C. Pedersen, D.V.M., Ph.D. IF FIP VACCINE IS GIVEN TO THIS CAT/KITTEN, THE ENTIRE HEALTH GUARANTEE BECOMES NULL AND VOID.** If you choose to vaccinate for Feline Infectious Peritonitis, (FIP) we recommend you discuss this with your own veterinarian and consider the risks.

We pride ourselves in raising healthy, vaccinated, parasite-free kittens. Said cat/kitten leaves our cattery, to the best of our knowledge, in healthy condition. However, in the event that said cat/kitten should be diagnosed with a medical problem that can be cured, this would not qualify for a replacement.

SHIPPING:

Costs are to be paid by the Buyer, when purchasing a kitten that must be shipped. Shipping cost is **approximately \$300.00-\$375.00 (rates may vary)** and must be **"Prepaid"**. Shipping cost includes an airline-approved carrier of suitable size, a Health Certificate (not to exceed 10 days prior to shipping), and air freight. A 'viral panel' test can be included at an additional cost. The cat/kitten must be at least three months of age for this blood test. Full payment of all costs related to shipping must be paid to Seller prior to shipping. If Buyer is picking up said cat/kitten directly from Seller payment may be made with **cash or cashier's check. All monies will be made payable to Sherry Reinert.**

Specific shipping arrangements will be determined in advance and confirmed to Buyer by Seller, with the cats/kitten's best welfare in mind. This signed agreement must be returned prior to cat/kitten being shipped.

HOUSING, CARE AND TRANSFER TO THIRD PARTY:

Buyer agrees that this cat/kitten will be kept **indoors** and not allowed to roam freely outside. 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 similar facility. Buyer agrees that Seller has the right to retrieve said cat/kitten if Buyer does not adhere to all provisions of this contract or if cat/kitten is being neglected or abused.

VENUE:

If Buyer or Seller commences any legal action as a result of this contract, Buyer agrees that the place of venue for such action shall be **McHenry County, IL**. Buyer assents to personal jurisdiction within such venue regardless of their place of residence and agrees that any judgment obtained is enforceable within the jurisdiction that they reside in as if obtained within that jurisdiction.

FACSIMILE SIGNATURES:

A facsimile signature shall be enforceable as an original if the original contract is lost, destroyed or otherwise unavailable.

TERMS:

The use of the terms "cat/kitten" represents the same as the plural cats/kittens, in the case of more than one cat/kitten being purchased under this sales agreement.

***Signature and/or taking possession of cat/kitten constitutes acknowledgment and acceptance of full terms of this contract!**

I agree to all terms as stated herein

Buyer: _____ **Date:**

Co-Buyer: _____ **Date:**

Seller: _____ **Date:**