

RYU NEKO Cattery

Pedigreed Pet Kitten Sales Agreement

_____ and Sharlee Workman
Buyer(s) address (Breeder, we, us, our) of
_____ 13225 106th ave
_____ Largo FL 33774
_____ 727 743 3069 cell

for the purchase of a registered Sphynx Kitten described as follows:

DOB 12/07/2022 (CFA registration # pending)

Sire: CH

Dam: CH

For the purchase of this Pet Kitten, both parties agree to the following:

1. *Kitten Sale:* We convey ownership of the above Kitten to you for the agreed-upon price of \$2200.00 USD which includes:

- a) purchase price of kitten (\$2200.00 USD)
- b) non refundable deposit to be credited towards purchase (\$500.00 USD)

2. *Delivery:* Kitten is to be picked up at a mutually agreed upon location or home of Breeder.

3. *Kitten's Health Guarantee:* The Kitten will be received by you in good health. Any previous or ongoing conditions will be disclosed in writing (see Prior health disclosures) prior to delivery. The Kitten must be examined by your veterinarian within three (3) business days of delivery.

- Vaccines received:
 - Kitten will receive three booster vaccines before being placed with new owner
- Prior health disclosures: **None**

4. *Genetic Health Guarantee:*

a) If within the first three (3) years of the Kitten's life a licensed veterinarian certifies in writing a serious congenital or hereditary disease caused by a confirmed genetic defect in the Kitten(including HCM), we will refund the entire purchase price of the Kitten upon its safe return to us by you. If euthanasia is recommended, a refund will occur only if such recommendations are shared with us before euthanasia occurs. A necropsy must be performed if requested by the Breeder, and will be paid for by the Breeder. If the adopter is scanning the kitten by a board-certified cardiologist every 12 months consecutively AND sharing results with the breeder, breeder will extend the HCM guarantee to 5 years. If the pet kitten dies from a proven genetic condition (such as HCM) before the age of 3, (5 years if adopter is meeting scanning requirements) the Breeder will replace said kitten only if the Adopter's vet certifies the diagnosis and prognosis or in the case of death, through an appropriate necropsy.

b) Our adult breeding cats are genetically screened for various diseases which may be found in pedigreed cats. Should new genetic screening tests become available, our breeding cats may be additionally screened for other disorders not currently tested for. In the event that during this additional screening any of our breeding cats related to this Kitten test positive for a previously unknown condition,

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the Buyer will be immediately notified in writing by the Breeder. Upon receipt you must contact us to discuss next steps.

5. *Satisfaction Guarantee:* If for any other reason you are dissatisfied with the Kitten, you may return the Kitten to us within the first seven (7) calendar days (safe return, at your expense) and we will refund the entire purchase price of the Kitten minus the non-refundable deposit. You must contact us first to discuss possible solutions and to arrange the safe return. Kittens may also be returned **at any time** after the first seven (7) calendar days, but after this date no refund will be given.

6. *After-Sale Requirements:* You agree to the following during the life of the Kitten. If any of the below conditions are not met, all health guarantees are immediately voided and the Breeder may take legal steps to reclaim the Kitten at the Buyer's expense:

a) Adequate Care: You will keep the Kitten clean, free from parasites, harassment, and undue stress. You will provide proper and humane, sanitary, indoor living space with adequate food and water.

b) Veterinary Care: You will provide age-appropriate recommended vaccinations and boosters, annual veterinary examinations, and proper veterinary care for the Kitten throughout its lifetime.

c) Breeding: This Kitten is not sold with breeding rights.

d) Spay/Neutering: This Kitten will be altered before leaving the Breeder.

e) Registration Papers: This Kitten will be sent home with registration papers for the CFA.

f) Indoors: You acknowledge the Kitten is intended to be kept as an indoor cat, that outdoor hazards can cause injury or death. If Kitten is found to have been allowed to roam outdoors or has regular contact with other cats that roam outdoors, the health guarantee is voided.

g) Declawing: You acknowledge that declawing is a serious and potentially risky procedure and you will declaw the Kitten only if absolutely necessary, and as a last resort, and recommended by a licensed veterinarian. You understand that Fernweh Cattery cannot guarantee the continued good health or behavior of a declawed cat and that the declawing of the Kitten will void all health guarantees.

h) Animal Research: You may not sell, lease, give away, or convey ownership of the Kitten by any means to any breeding facility, pet store, broker, or research facility or use the Kitten for animal research.

i) Placement Assistance: In the event should you wish to sell, give away, or otherwise end your time with the Kitten, you agree to contact us prior for first refusal. We will always accept the safe return of the Kitten back to us **at any time** during its life. Under no circumstances may the Kitten be placed in an animal shelter of any form.

7. *Cancelation:* See Appendix A-Deposit Agreement

8. *General:* This agreement inclusive of Appendix A-Deposit Agreement, supersedes any previous negotiations, arrangements, or representations between the parties which relate to the Kitten. Headings are for information only and if any part of this agreement is found invalid, the remaining parts will remain in force. This agreement may only be altered through mutual written consent of both parties. If the parties are unable to successfully resolve any dispute regarding this agreement, the parties agree to submit their dispute to arbitration in Union County in the State of North Carolina and to be bound by the

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results of said arbitration. This agreement will be governed and performed in accordance with the laws of the State of North Carolina.

IN WITNESS THEREOF, the parties have executed this agreement on the date indicated below.

By: _____

By: _____

Sharlee Workman, **Breeder**

, **Buyer**

Date: _____

Date: _____

APPENDIX A—DEPOSIT AGREEMENT

A kitten may be reserved by the Buyer with a monetary deposit. The deposit will be applied to the agreed purchase price of the Kitten, and accompanied by both a signed Pedigreed Kitten Sales Agreement and a signed Deposit Agreement.

A deposit will be held by the Breeder upon agreement on a kitten, during which time it may be refundable under certain circumstances (see Refund Policy, below). Unless one of these specific scenarios occurs, it is considered a non-refundable deposit.

Deposits may be made via cash, money order, check, Zelle, Venmo or PayPal.

Balance due upon pick up of Kitten must be made by cash or money order.

REFUND POLICY (DEPOSITS)

A. Deposit refunds WILL ONLY be given under the following circumstances:

- Either the Breeder changes their mind for ANY reason before the date of delivery of the Kitten to the Buyer or,
- The Kitten unexpectedly dies or is considered unfit for sale by Breeder's veterinarian prior to delivery to the Buyer.

Under the above mentioned circumstances, after the whole (100%) of the deposit has been refunded, the Breeder may choose to keep the Kitten or sell the Kitten to another.

B. Deposit refunds WILL NOT be given under the following circumstances:

- The Buyer changes their mind for ANY reason after placing the deposit to hold their Kitten or,
- Ryu Neko Cattery discovers at ANY time that any of the information supplied in the adoption application is false or misleading (misrepresentation or omission of a material fact), in which case the application will be canceled by the Breeder, the Kitten may be sold to another and none (0%) of the deposit will be refunded.

Upon submitting a deposit, the Buyer agrees to be bound by all of the terms and conditions as stated in the Pedigreed Kitten Sales Agreement and inclusive of Appendix A-Deposit Agreement.

Upon receiving a deposit, the Breeder agrees to be bound by all of the terms and conditions as stated in the Pedigreed Kitten Sales Agreement and inclusive of Appendix A-Deposit Agreement.

IN WITNESS THEREOF, the parties have executed this agreement on the date indicated below.

RYU NEKO Cattery

By: _____

Sharlee Workman , **Breeder**

Date: _____

By: _____

, **Buyer**

Date: _____