



Kingsfold Cattery, LLC

PO BOX 222

Wadley, Alabama 36276

1-317-643-0979

kingsfoldcats@gmail.com

### Pet Kitten Contract

Kitten Name: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Gender: \_\_\_\_\_

Adoption Fee: \_\_\_\_\_

### TERMS AND CONDITIONS

By signing this purchase agreement, the Buyer is agreeing to all the terms herein and is legally obligated to uphold these terms. Buyer agrees to pay fines, cover mediation costs, and cover costs not limited to legal fees, travel expenses, gas fees, lodging for offsite hearings, and any subsequent related costs accrued by the Breeder should violation of this purchase agreement occur.

**1. Holding Fee.** A non-refundable holding-fee of 50% of the adoption fee is required to reserve a cat or kitten. Should the Buyer decide not to adopt the cat/kitten listed in this contract, the holding-fee is either forfeit or transferred to a different cat/kitten. In the event that a reserved cat/kitten dies in the Breeder's

care, the Buyer may select another cat/kitten of like kind and quality as soon as one becomes available. Due to the nature of cat breeding, there could be a significant wait. Should the Breeder cancel the sale, the holding fee may either be transferred to a different available cat/kitten (as soon as one becomes available) or the Breeder may choose to issue a refund.

**2. Final Payment.** Kittens being picked up in person must be paid in full at pickup. Kittens being transported must have transportation paid in full five days before travel. A health-certificate (required by most transport providers and for legally crossing state lines) is included in the purchase price of each cat/kitten which leaves the state of Alabama.

**3. Payment Types.** Breeder accepts credit/debit card, cash or bank transfer. Buyer is responsible for all transport costs, including payment in full.

**4. Registration.** All kittens are registrable with limited (pet) registration through "The International Cat Association" (TICA) OR "The Cat Fancier's Association" (CFA).

**5. Vaccination.** Cat/Kitten will have received age-appropriate vaccines, rabies vaccination and deworming. Breeder encourages all Buyers to research vaccinations. If the Buyer opts to give additional vaccines, the Buyer assumes all responsibility for this choice.

**6. Well-Being.** Breeder is not liable or responsible for the welfare of the cat/kitten after it leaves the cattery. Whether that is by direct hand-off, courier, or shipping of any kind. It is the Buyer's responsibility to have the animal insured appropriately. Breeder is not liable if the cat/kitten is lost, stolen, injured, killed or adversely impacted while in transit.

**7. No Size Guarantee.** Breeder cannot guarantee the final size of any cat. Size is based on many factors which are outside Breeder control (e.g. genetics, spay/neuter, nutrition, and other possible environmental factors). Average size range for a male Maine Coon is 14-20 pounds. Average size range for a female Maine Coon is 8-12 pounds. Maine Coons grow for 3+ years and full coat may not be reached until approximately 4 years of age. Based on the above factors, Breeder is not liable for cats that do not reach the Buyer's standard for size and/or coat length. It is possible that some cats will fall on the lower end of the range.

8. **Commitment.** The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper diet, proper housing, and responsible routine care. If at any time the Buyer can no longer take care of the kitten/cat, the Breeder agrees to accept the kitten/cat back. There will be no refund of the purchase price.

9. **Confidentiality.** No part of any Breeder correspondence may be copied, forwarded, or shared by the Buyer. This includes, but is not limited to phone calls, voice mails, text, email, private message, social media contact, posts, comments and discussions. ANY discussion of Breeder that could be deemed slander, libel, or damaging to Breeder may result in litigation and restitution.

10. **Claws.** The Breeder does not recommend the declawing of any kitten/cat and is not liable for any complications including but not limited to death or behavioral changes that occur as a result.

11. **Health Guarantee.** Breeder guarantees that the kitten/cat is healthy to the best of his/her knowledge at the time the Buyer takes ownership. Once the Buyer has taken possession of the cat/kitten, the Breeder will not be held responsible for any medical bills whatsoever. This includes FeLV, FIV, FIP, Stomatitis, bacterial or viral infections, infectious diseases, parasites or fungus. A 30-day health-insurance policy is provided with each cat/kitten. It is the Buyer's responsibility to activate and maintain health insurance on the cat/kitten once it leaves the cattery.

12. **Quarantine.** Breeder recommends a quarantine period of at least 2-weeks if the cat/kitten is brought into a home where other cats are present. Breeder is not responsible for any illnesses or parasites the cat/kitten or other cats contract due to the quarantine-period not having been observed.

13. **Genetic Guarantee.** The cat or kitten has a two-year guarantee (from the date of birth) against genetic defects which results in death. The Breeder will replace the kitten when the following terms are met:

- The provided Trupanion insurance policy (or equivalent) must have been activated for kittens/cats at least the first 30 days.
- Necropsy from a licensed veterinarian is completed.
- A specific, definitive diagnosis has been reached.

- Buyer must release all of the cat/kitten's veterinary records to the Breeder, and must give permission for the Buyer's veterinarian to discuss the case with the Breeder.
- All medical records must include the cat/kitten's unique microchip identification number.
- The cat/kitten must have received yearly exams and have been current on core vaccinations and rabies vaccination.
- Travel expenses for replacement animals are paid by the Buyer.

All cats/kittens will be replaced with another of like kind and quality when one becomes available. Due to the nature of cat breeding, there could be a significant wait. No refunds will be provided except at the Breeder's discretion.

14. **Go Home.** There are two ways that kittens may travel from the Breeder to the Buyer. The first is for the Buyer to travel to the cattery. The second is for the Breeder to travel to the Buyer or a meeting place. In either case, the kitten must be received by the Buyer in person directly from the Breeder. Travel to the Atlanta airport or within 200 miles of Breeder location is included in the kitten price. Delivery is available anywhere within the USA.

15. **Binding.** This contract is legally binding to all parties involved. This sales agreement is non-transferable. Any changes, additions or omissions to this contract must be agreed upon in writing by all parties.

16. **Breach.** Breach of this agreement will result in cancellation of all warranties and guarantees, but the contract remains in force. The Breeder's maximum liability to the Buyer for any and all losses, claims, damages or liability of any kind shall be limited to the amount paid by the Buyer to the Breeder under this agreement.

17. **Venue.** Venue for any legal action pertaining to this agreement is Chambers County, Alabama.

Breeder: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Revision #15.7