

Kingsfold Cattery, LLC PO BOX 222 Wadley, Alabama 36276 1-844-900-2287 kingsfoldcats@gmail.com

## **Pet Kitten Contract**

Kitten Name:	 	
Birthdate:	 	
Breed:	 	
Color:		
Gender:		
A 1 12 F		

## TERMS AND CONDITIONS

By signing this purchase agreement, the Buyer is agreeing to all the terms therein and is legally obligated to uphold these terms. Buyer is agreeing 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. 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, either in a current litter (if available) or a future litter on a

first-come-first-served basis. 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. Should the Breeder cancel the sale, the holding fee will either be transferred to a different available cat/kitten OR the Breeder may choose to issue a refund.

- 2. Payment in full is due upon receipt of kitten at in-person pick-up or seven days before transport. A health-certificate (required by most transport providers and for legally crossing state lines) is included in the purchase price of each cat/kitten. Breeder accepts cash, credit card, Zelle, Bitcoin, Paypal, or Venmo. Buyer is responsible for all transport costs, including payment in full.
- 3. All kittens are registrable with limited (pet) registration through "The International Cat Association" (TICA) OR "The Cat Fancier's Association" (CFA). They will have received age-appropriate vaccines, rabies vaccination and deworming. Breeder encourages all Buyers to research vaccinations and the benefit to risk ratio involved. If the Buyer opts to give additional vaccines, the Breeder is not liable for any illnesses or side-effect that may occur.
- 4. 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. All claims should be filed with the appropriate parties. Breeder is not liable if the cat/kitten is lost, stolen, injured, killed or adversely impacted while in transit.
- 5. Maine Coons: Breeder cannot guarantee size based on many factors which are outside Breeder's 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 coat length. It is possible that some cats will fall on the lower end of the range.
- 6. The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper diet, proper housing, and responsible routine care.

- 7. No part of any 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.
- 8. The Breeder does not recommend the declawing of any kitten/cat, and is not liable should complications, death, or behavioral changes occur as a result.
- 9. 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.
- 10. Breeder guarantees that the kitten/cat is healthy to the best of his/her knowledge at the time the Buyer takes ownership of the cat/kitten. 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 kitten. It is the Buyer's responsibility to activate and maintain health insurance on the kitten once it leaves the cattery.
- 11. 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 cannot be held responsible for any illnesses the cay/kitten or other cats contract due to the quarantine-period not having been observed.
- 12. 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:
  - Proof-of-defect from a licensed veterinary specialist or necropsy is received.
  - Buyer agrees to 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.
  - The cat/kitten must have received yearly exams, and be current on core vaccinations and rabies vaccination.

All cats will be replaced with another kitten of like kind and quality as soon as one becomes available. There will be no refunds under any circumstances except at the Breeder's discretion if he/she opts to refund the purchase price rather than replace the cat.

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

Breach of this agreement will result in cancellation of any warranties, or guarantees of this kitten. 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. Any lawsuits pertaining to this agreement will be handled in Chambers County within the state of Alabama.

Seller:	Date:		
Buyer:	_ Date:		

Contract Revision #15.4