



SELLER: Old Highway Maine Coon
Brandi Defa
Morgan, Utah 84044
801-518-1194
oldhighwaymainecoon@gmail.com

BUYER: _____ (“The Buyer”)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

SECTION A

KITTEN INFORMATION:

Kitten/Cat Name: _____

Kitten/Cat Date of Birth: _____

Microchip Number: _____

TICA Registration Number: _____

CFA Registration Number: _____

Gender: Male Color/Pattern: _____

DAM: _____ SIRE: _____

Kitten/Cat is being sold as: X PET SHOW BREEDER

PURCHASE PRICE: _____

Deposit Due: \$400.00

Remaining Balance Due By: 1 week before delivery

SECTION B

SELLER'S OBLIGATIONS:

1. *Old Highway Maine Coon Cattery ["The Seller"] provides a LIMITED 5-day warranty that the above kitten/cat is in good health, and is free from upper respiratory infections, fleas, and mites. The Seller also warrants that the kitten/cat is free from Feline Leukemia Virus (FeLV), Feline Infectious Peritonitis (FIP) and the Feline Immunodeficiency Virus (FIV) at the time of purchase.*

*Please make yourself aware of the stress kittens are under when they move to a new home. I do my best to acclimate them to every situation possible. But they are leaving their mom, their siblings, their normal surroundings, and sometimes this will cause stress. This can present itself in the way of a mild cold, some mild diarrhea & shyness at first, but most of them adapt just fine. Please keep them on the food I will inform you to buy and will send home with you for the first little while, their tummies are used to it. I also feed my cats and kittens a supplement called **NuVet**. I will send some home, but I will also tell you how to buy it. It fills in the gaps and the kittens love it, all these things keep your baby healthy during the transition, as well as lots and lots of play and love.*

2. *All Cats at Old Highway Maine Coon Cattery have been DNA screened for hereditary and congenital defects., the kittens by parentage. If the cat described above dies within one year of the date of purchase due to a congenital or hereditary defect, the Seller shall replace the cat with a cat of similar quality, or refund all or part of the purchase price, at the discretion of the Seller. To determine if the cat's death has been caused by a congenital or hereditary defect, the Seller must receive proof of the defect in the form of a complete autopsy (necropsy) report, completed by a licensed veterinarian and performed at the Buyer's expense. The autopsy must be completed within fourteen (14) days of the death of the kitten/cat. The Seller shall make every attempt to replace the cat with a cat of similar color, marking, and quality.*
3. *The Seller has completed all the **age-appropriate vaccinations**, as determined by the Seller and their professional veterinary team.*
4. *The Seller has microchipped the kitten. You will need to register the microchip in your name and it is also forever registered in the catteries name as a second contact....the main goal is my cats are always welcome home, I don't want them to ever be in a rescue or shelter.*
5. *The Seller does not warranty the cat against any adverse reactions to future vaccinations.*
6. *Unless the Buyer has obtained **BREEDING RIGHTS** from the Seller for this kitten/cat, the purchaser understands that this kitten/cat will not be used for breeding. The purchaser understands that the seller will hold all pedigree papers until proof of spay or neuter of the purchased cat/kitten. Purchaser understands that the Breeding of this cat voids all sales contracts of this cat/kitten and the seller will ask for the cat and the kittens be returned to the cattery. _____ **Initial here that you understand this clause***
7. *The Seller does not guarantee temperament, size, or color of kitten/cat as these can change as the animal matures and varies due to natural genetic development and environmental influences.*
8. *The Seller agrees to be available to The Buyer for guidance, mentoring or any additional need that may arise regarding the health and welfare of the kitten/cat.*

9. *Old Highway Maine Coon Cattery reserves the right to refuse the sale of a kitten/cat to any person(s) for any reason, without prior notice. Any sale that is terminated by the Seller will generate a refund of any monies paid to the Seller by the Buyer within five (5) days after the cancellation of the sale. The Seller has no obligation, verbal or written, to sell a kitten/cat to the buyer at any time in the future.*

SECTION C

BUYER'S OBLIGATIONS:

1. *To validate any health warranty described in this Contract, the Buyer must take the kitten/cat to a licensed veterinarian within FIVE (5) Calendar days of the date of acquisition, at the Buyer's expense. A copy of the veterinarian's examination report must be emailed and/or mailed (via traceable mailer) within 30 days of the purchase of the kitten/cat in order to validate the Seller's health warranty, however, should a health issue arise prior to the 30-day deadline, the examination report is required to be sent to the Seller immediately. The Buyer must also notify the Seller of any claim under the warranty immediately. Any necessary treatment or other expenses must be authorized by the Seller prior to treatment.*
2. *If the veterinarian finds any physical problems that make the kitten/cat a poor health risk, the veterinarian should write and sign a short note on his/her letterhead stationery, explaining his/her findings. The kitten/cat may be returned to the Seller within seven days for a full refund or exchange for a new kitten, if available. The Buyer shall be responsible for any shipping and handling costs. The Seller shall make every attempt to replace the cat with a cat of the same gender, color, and markings, of similar quality, if available.*
3. *The Buyer agrees to provide the kitten/cat with a clean, pleasant environment, conducive to good health and with adequate space for exercise. At least one litter box shall be provided for each cat in the household and shall be cleaned daily. The kitten/cat shall be kept un-caged unless necessary for the cat's safety or health and, only then for a short period of time (such as a cat show, natural disaster emergency, etc.).*
4. *The Buyer shall provide the cat with proper nutrition in the form of food that is healthful, balanced for feline diet and low in byproduct ingredients to maintain good health of the cat. Fresh water shall be provided daily.*
5. *The Buyer shall provide the cat with proper veterinarian care and vaccines, and companionship. Any significant health conditions during the cat's lifetime shall be reported to the Seller.*
6. *The Buyer shall take into consideration the Maine Coon cat's unique need for companionship and not leave the cat alone for long periods of time without companionship and care. The Buyer also acknowledges and agrees to proper grooming of the kitten/cat necessary to maintaining a healthy long-haired cat.*
7. *The Buyer shall not let the cat roam outdoors unattended. Letting the cat roam outdoors unattended or outside a protected, enclosed outdoor area (i.e. screen-protected porch, patio, etc.) is a violation of this contract.*
8. *The Buyer shall not declaw (phalangectomy or onychectomy) the cat. PLEASE educate yourself about this procedure by visiting <http://bit.ly/declawcats>. De-clawing is a violation of this contract.*
9. *A scratching post or cardboard scratchboard, and regular claw trimming shall be provided for the cat.*

10. *The Buyer shall not, under any circumstances, give, sell, or lease the cat to any animal shelter, research facility, laboratory, pet store, third party or other commercial or noncommercial enterprise. If the Buyer can no longer keep the cat, the Seller shall be contacted immediately as the first option to assist in the placement of the animal. Gifting OR rehoming this kitten/cat without notifying the Seller is a violation of this contract.*
11. *If this cat is found to have been neglected by the Buyer, in ill health for an unreasonable length of time or if the Buyer does not abide by the terms of this contract, the Buyer shall surrender said cat to the Seller immediately and unconditionally.*
12. *Any violation of this contract by the Buyer will be grounds for legal proceeding initiated by the Seller and may result in the forfeit and return of the kitten/cat, dependent on the finding of a Judge within the jurisdiction of the Seller. All legal proceedings will be subject to the laws and regulations of the State of Utah.*

SECTION D

PAYMENT & REGISTRATION INSTRUCTIONS

1. *All kittens/cats are to be paid for in the form of U.S. Dollars only (The BUYER is responsible for all exchange rate fees). **The \$400 Deposit is non-refundable.** Old Highway Maine Coon Cattery will accept the following forms for payment:*
 - A. *Cash (Cash receipt will be recorded and issued to the Buyer). Cash payments should be made in person and should not be sent via mail and/or express delivery services.*
 - B. *Zelle® Payment Transfer Systems.*
 - C. *PayPal®.*
 - i. *via "Friends & Family" money transfer – NO FEE*
 - ii. *via standard PayPal money transfer – 4% Fee WILL BE ADDED*
 - D. *ApplePay® – NO FEE*
 - E. *GooglePay® – NO FEE*
 - F. *Facebook® Messenger Pay – NO FEE*
 - G. *CashApp – NO FEE*
2. *Old Highway Maine Coon Cattery DOES NOT ACCEPT (unless discussed prior) any of the following forms of payment:*
 - A. *Checks, including:*
 - i. *Personal Checks*
 - ii. *Electronic Checks*
 - iii. *Cashier's Checks*
 - iv. *Money Orders*
 - v. *Traveler's Cheques*
 - B. *Bitcoin™, or any other form of electronic currency*

- C. *Western Union®*, *MoneyGram®* or any other form of money transfer services other than those listed in section D, paragraph 1
 - D. *Wire Transfers* or any other bank-initiated money transfer service that requires the disclosure of Old Highway Maine Coon Cattery's personal banking information.
3. *Kittens/Cats* are reserved for the Buyer(s) on a "first-come/first-served" basis. ONLY potential buyers who have successfully completed the "Potential Kitten/Cat Buyers Application" will be permitted to submit a deposit to hold a kitten/cat for purchase.
 4. All kittens/cats require a non-refundable deposit of \$400 USD for the kitten/cat to be placed as "reserved" status. The remaining balance is due and payable to Old Highway Maine Coon Cattery FIVE DAYS prior to the mutually agreed pickup/transport date.
 5. Every Old Highway Maine Coon kitten/cat is officially registered in the official CFA™ (Cat Fanciers Association) registry. Although the Buyer has the right to select any name for their kitten/cat, all kitten/cat registrations will have the prefix name of Old Hwy MC as part of their permanent registration name.

SECTION E

ACKNOWLEDGEMENT AND EXECUTION OF TERMS

By signing this sales contract, the Buyer acknowledges that they have fully read, accepts, and agrees to abide by the terms and conditions contained herein.

This contract of sale is executed and completed this _____ day of _____, 2021.

_____ (The Seller)

Brandi Defa, Old Highway Maine Coon

_____ (The Buyer)

Buyer #1's Name Here

_____ (The Buyer)

Buyer #2's Name Here (if any)

_____ (The Buyer)