

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:		
<u>SECTION A</u>		
KITTEN INFORMATION:		
Kitten/Cat Name:		
Kitten/Cat Date of Birth:		
Microchip Number:		
TICA Registration Number:	Kitten will be registered with CFA	
CFA Registration Number:	TBD	
Gender:	Color/Pattern:	
DAM:	SIRE:	
Kitten/Cat is being sold as:	_XPET <del>SHOW</del>	BREEDER

PURCHASE PRICE: \_\_\_\_\_

Deposit Paid:

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Travel:
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Airline Pet Fee:

Remaining Balance Due By:

## 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 fleas, and mites. The Seller also warrantees that the kitten/cat is free from Feline Leukemia Virus (FeLV) 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, 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. Please call and order your NuVet at 1-800-474-7044, Use Code 147942 to get my price. 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 of 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 five (5) 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. The seller will give the buyer the paperwork. The microchip is in the name of the Cattery, the buyer will need to add on their name to the microchip and it is also forever registered in the catteries name.... the main goal is I need to know where my cats are, and they 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. Seller is supplying you with 30 days of free insurance...Please Activate It!!\_\_\_\_\_\_ I would keep insurance on your baby because this is the one time you have no pre-existing conditions clause and its cheap. I do my very best to raise happy healthy babies with no issues. Your baby has been examined by a vet 3 times. But I'm human and they are animals, things can pop up. They could fall, get stuck under a recliner, get outside and get hurt, have issues during spay and neuter, get stepped on (these are all things I have seen happen). Emergency Vets are expensive, when you have insurance, you don't worry about the cost, you just get them taken care of.
- 7. 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 on your purchased cat/kitten.

Purchaser understands that the Breeding of this cat voids all sales contracts of this cat/kitten, and the seller may ask for the cat/kittens be returned to the cattery. \_\_\_\_\_ Initial here that you understand this clause

- 8. 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.
- 9. 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.
- 10. 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:**

- To activate the 30 day free insurance \_\_\_\_\_\_
- 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 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.
- 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.
- 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.).
- 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. NuVet Vitamins and Fresh water shall be provided daily.
- The Buyer shall provide the cat with proper veterinarian care and vaccines. Any significant health conditions during the cat's lifetime shall be reported to the Seller.
- 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 coat.
- The Buyer shall not let the cat roam outdoors unattended. Letting the cat roam outdoors unattended

- The Buyer shall not declaw (phalangectomy or onychectomy) the cat. PLEASE educate yourself about this procedure by visiting <a href="http://bit.ly/declawcats">http://bit.ly/declawcats</a>. De-clawing is a violation of this contract.
- A scratching post or cardboard scratchboard, and regular claw trimming shall be provided for the cat.
- The Buyer shall not, under any circumstances, give, sell, transfer, or lease the cat to any animal shelter, research facility, laboratory, pet store, third party or other commercial or non-commercial enterprise or person. If the Buyer can no longer keep the cat, the Seller shall be contacted immediately. The seller has the first right to take the cat back. (The cattery will not refund money for returned cats. The seller incurs fees in returned cats, ie vet checks, quarantine space, re-registration etc.) The seller has the option to assist in the placement of the animal. Gifting OR rehoming this kitten/cat without approval of the Seller is a violation of this contract.
- 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.
- 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). 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<sup>©</sup> Payment Transfer Systems.

# C. PayPal<sup>©</sup>.

i. via "Friends & Family" money transfer – NO

FEE ii. via standard PayPal money transfer – 4% Fee

WILL BE ADDED

- D. ApplePay<sup>©</sup> NO FEE
- E. GooglePay<sup>©</sup> NO FEE
- F. Facebook<sup>©</sup> 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<sup>™</sup>, or any other form of electronic currency (This can be discussed)
- C. Western Union<sup>©</sup>, MoneyGram<sup>©</sup> 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" or received permission from the Seller will be permitted to submit a deposit to hold a kitten/cat for purchase.
- 4. All kittens/cats require a non-refundable deposit of \$500 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 and may already be named by the cattery. If the kitten has been purchased as a pet (which most of my kittens are purchased for) Old Highway Maine Coon will retain the registration papers at the office of Old Highway Maine Coon.

# 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.

(The Buyer)

This contract of sale is executed and completed this	
	(The Seller)
Brandi Defa, Old Highway Maine Coon	
	(The Buyer)
Buyer #1's Name Here	
	(The Buyer)
Buyer #2's Name Here (if any)	