

# KATTEYCASA SALES CONTRACT

PURCHASER: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

KITTEN/CAT: Gender M / F Spayed \_\_\_\_\_ Neutered \_\_\_\_\_ DOB: \_\_\_\_\_

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

Kitten Distinction: Pet / Show (Seller cannot guarantee show performance).

Sire: \_\_\_\_\_

Queen: \_\_\_\_\_

Price: \_\_\_\_\_ MN Sales Tax 0.07375% \_\_\_\_\_ TOTAL SALE COST \_\_\_\_\_

Deposit: \_\_\_\_\_ Balance due: \_\_\_\_\_

This contract not only protects the purchaser and Katteycasa as the seller, it more importantly protects the kitten/cat. Agreements between all parties help prevent problems that may arise due to misinterpreted assumptions. Katteycasa Sphynx Cattery is a CFA, ACFA, and TICA registered cattery and our cats are actively shown in these associations. This contract is designed to protect all parties involved in the adoption of a kitten/cat from Katteycasa. The contract not only serves as a legally binding agreement between the purchaser and seller, but also as a promise of ethical and humane treatment for a living animal. This contract is valid under the following conditions:

1. The kitten will be sold as a pet and is not to be used for breeding. Kitten will arrive to purchaser either spayed or neutered and have age appropriate vaccinations and deworming. We do not sell intact kittens/cats.
2. **DEPOSIT:** The deposit of \$400 is required for purchase. This is a non-refundable deposit, which means if the purchaser should decide to not continue with the purchase of the kitten after entering this contract, the deposit will not be returned. A refund will only be made if some unforeseen circumstances should arise with the kitten that it cannot be sold without violation of the contract on behalf of the seller.
3. **HEALTH GUARANTEE:** The Seller guarantees the kitten/cat to be in good health at the time of purchase/arrival for a period of 72 hours thereafter. This contract will serve as a guarantee of good health at the time of purchase/arrival and it will be the sole responsibility of the purchaser to have the kitten examined by their veterinarian within 72 hours to verify seller's health statement. If found to be medically deficient, purchaser must have a document by a licensed veterinarian in writing and the kitten/cat returned to the seller within a 7 day period. In the event of return, the purchaser is responsible for any shipping costs. The seller will agree to refund or replace the kitten with one of equal value within one year. Failure to make this veterinary visit will nullify the health guarantee. This is to confirm the kitten/cat is healthy, as well as protect the Seller from health issues that may be acquired after delivery. Under NO circumstances is the Seller liable for any veterinary bills. If the kitten/cat should be found to have a congenital defect or die within a one-year period of time from time of purchase, the seller will agree to refund or replace the kitten/cat only if appropriate necropsy (autopsy) is performed by a qualified veterinarian at the purchaser's expense. A veterinarian's certificate is required as proof that the cause of death was a direct result of congenital defect. Guarantees are not transferable and are valid for the original purchaser only.

4. **HCM:** It is highly recommended than an examination for HCM (Hypertrophic Cardiomyopathy) be done at ages 1, 4, 6 and 8. Any death of the kitten/cat resulting from HCM within the first three years of age will be considered congenital. A certified cardiologist document will be required. We are dedicated to ending HCM in the Sphynx breed. All of our breeding cats are HCM tested regularly. We will only work with breeders who do the same.
5. **DECLAWING:** Under NO circumstances will the kitten/cat be de-clawed, have any piercing or tattoo's on his/her body. To do so would immediately void this contract and any possible compensation, should any future health issues arise with the cat, regardless of condition whether congenital, or otherwise. PLEASE understand that de-clawing is not a simple nail removal, it is an AMPUTATION of the first joint. Lawmakers are working to prohibit this surgery. Unfortunately, the USA is the only country where it is still permitted. All other countries consider the practice of de-clawing inhumane and animal cruelty. PLEASE VISIT THE FOLLOWING LINK FOR MORE INFORMATION: <https://www.pawproject.org>
6. **MISTREATMENT:** If kitten/cat is found to be neglected or mistreated in any way, the breeder shall have the unconditional right to reclaim the above kitten/cat without refund of the purchase price. Mistreatment, abuse, neglect include, but are not limited to: being left alone (without human contact) for periods in excess for 72 hours, improper sanitary conditions, lack of proper food and water, lack of proper medical care, any form of cruel physical contact. Failure to provide immediate veterinarian attention of the kitten/cat shows signs of illness or distress will render this contract null and void. The purchaser will be responsible for any veterinarian expenses directly incurred as a result of any neglect or mistreatment.
7. **RIGHT OF OWNERSHIP:** The purchaser agrees that under NO circumstances will the kitten/cat EVER be sold or given to a pet shop, animal shelter, research laboratory, or similar facility. Should the purchaser for any reason, including death, not be able to keep the above kitten/cat, the Seller has the FIRST option to take back/buy the kitten/cat. The breeder/seller of this cat/kitten is to be contacted immediately should any situation arise where the owner is no longer able to care for the cat.
8. **SHIPPING:** If a kitten/cat is to be shipped, the purchaser is responsible for all airline costs including their own airline ticket and the cost for the kitten/cat to ride in cabin with purchaser. Seller will meet purchaser at MSP airport. We will not ship kittens/cats via cargo.
9. **HAIRLESSNESS:** It is understood that degrees in hairlessness in Sphynx vary from cat to cat due to hormones, climate, and genetics and no Sphynx is completely hairless. It is impossible to guarantee that any Sphynx will not grow some hair at some point in the future and is usually specific to the tail, feet, ears and sometimes hip region.
10. **HEALTH RECORDS:** Kitten/Cat's health maintenance record will be provided to the purchaser. Kitten/cat will receive yearly health examinations, vaccinations when needed, and any other procedures and/or treatments as recommended by purchaser's veterinarian, including dental examinations and cleaning. Do NOT use the FIP vaccine. Use of this vaccine will nullify the health guarantee.
11. Kitten/Cat will be supplied with clean fresh water and dry food at all times. Sphynx tend to eat more often as they have a higher metabolism. It is recommended that a high quality food be fed to maintain good health.
12. Routine bathing, ear cleaning and toe/claw cleaning is recommended. Sphynx produce skin oil that, if left unattended, could cause skin issues and ear infections.
13. Sphynx should not be allowed outside unless on a leash. Sphynx are temperature sensitive and can burn easily and succumb to hypothermia easily.
14. Transfer of ownership of Kitten/Cat and all responsibilities of said Kitten/Cat occur as soon as the Kitten/Cat leaves Katteycasa Cattery.

15. Any legal action which may arise under the terms of this contract will be brought to Walker, MN. The new owner shall be liable to Karla and/or Randy Schmidtke in the amount of the purchase of the kitten/cat, shipping expenses, associated veterinary expenses, costs resulting from litigating this contract, and any damages caused to the reputation of KATTEYCASA SPHYNX CATTERY. This document is a legally binding contract. In signing this document, the new owner acknowledges he/she read and fully understands and agrees to ALL of the terms and conditions stated above. The laws of the state of Minnesota shall be controlling.

## Agreement Accepted Between Purchaser and Seller:

Purchaser(s):

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

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

Seller (Katteycasa Sphynx)

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