

Cat/Kitten Purchase Agreement, Receipt & Health Guarantee

This Guarantee is non-transferable

Date of Purchase/Adoption: _____ Picked up Cat/Kitten on _____ Buyer _____ Seller _____
initial at pickup

A deposit/down payment of _____ is required to reserve/hold a cat/kitten.

Purchase Amount: _____

Balance Due: _____

Buyer information:

Name: _____

Address: _____ City: _____

Phone: _____ email: _____

Cat/Kitten Description:

Breed: Sphynx Sex: _____ DOB: _____

TICA Registered? Y/N CFA Registered? Y/N : Color: _____ Sold as Pet Only _____ Breeding Rights? Yes/No

Purchaser Agrees to the following rules:

- If not already Spay/Neutered. If purchased as a pet **purchaser agrees to have the Cat/kitten Spayed/Neutered by age 6 months** and to email breeder proof of spay/neuter from vet. within 7 days of procedure, otherwise buyer is in breach of contract. **The parties agree that the financial, reputational, and competitive harm caused by failing to alter the Cat (including the risk of unauthorized breeding) is difficult to quantify. Therefore, if the Purchaser fails to provide proof of spay/neuter by the stipulated date, the Purchaser agrees to pay Breeder/BareNuddles Sphynx, \$2,500 as reasonable liquidated damages.** A cat/kitten sold with breeding rights is the right to breed, not a guarantee they will produce.
- **Under no circumstance can a cat/kitten be declawed.** Declawing is an inhumane mutilation. It consists of amputation of the first knuckle. It is comparable to the removal of a human fingertip at the first knuckle.
- This Cat/kitten is to be an indoor Cat only do to lack of hair Sphynx can freeze or sunburn very quickly.
- Under no circumstance is this Cat/Kitten to be given to the pound/ animal shelter or sold /given away to any pet stores or animal research facilities.
- The Purchaser promise's to maintain a preventative vaccination schedule, and keep the cat in good health. **Please read about the dangers of over vaccination. Breeder/Seller is not responsible for reactions due to vaccines. If the BUYER chooses to vaccinate the kitten/cat for feline infectious peritonitis (FIP), ringworm, feline leukemia virus (FeLV), or feline immunodeficiency virus (FIV), or any vaccine with mRNA, all warranties of health are void.**
- This Cat/Kitten is to be given water and plenty of dry food freely. Sphynx have a higher metabolism then other cat breeds. They do need to eat more to keep their body temperature up.
- Sphynx are not completely hairless and the degree of hairlessness can vary. Sphynx can grow hair at any stage in their life. Show Quality is not how hairless the cat/kitten may be, but is of the type. Such as ear set, nose break, whisker pinch and body type. • Some kittens may have some seasonal color change such as a darker kitten getting lighter and then darker again throughout their life. Markings may disappear or lighten as kitten gets older.
- **If a kitten turns out to be an odd eye** (a different color in each eye), you will need to choose another kitten. If the breeder/seller chooses to continue with the sale, and you want the odd eyed kitten, then you will need to pay the odd eye pet price for the kitten.
- **Liquidated Damages:** We require a \$400.00 deposit/down payment per pet Cat/Kitten to reserve/hold a cat/kitten. If the Purchaser cancels this agreement, changes their mind, or otherwise backs out after the down payment is placed, the Breeder will suffer financial and administrative harm. The parties agree that the exact monetary value of this harm is impracticable or extremely difficult to determine at the time of contract formation. This harm includes, but is not limited to: **Extended Care Costs:** Additional food, litter, and veterinary care. **Administrative Overhead:** Time and resources spent on extended socialization, bonding, and daily maintenance. **Lost Sales Opportunities:** The loss of potential alternative buyers while the Cat/Kitten was held off the market. **Remarketing Expenses:** Costs and labor required to re-list, screen, and secure a new home. Therefore, the parties mutually agree that the retention of the down payment in the amount of \$400 is a reasonable, non-punitive forecast of these damages. In the event of a breach or cancellation by the Purchaser, the Breeder shall retain this sum as liquidated damages, and this contract shall be terminated.

If a kitten is not picked up within 1 week of being ready to leave, the buyer will be charged a boarding fee of \$30 per day, unless other arrangements were made in advance. **If the kitten is not picked up within 7 days of ready to leave date and prior arrangements have not been made, then the kitten will be resold and the buyer will forfeit their deposit/down payment for expenses incurred.**

For a deposit, we accept money orders, cashiers check or certified bank check, apple Pay, cash, Zelle or PayPal (Additional 4% fee if using PayPal will be buyers expense). Cash only for balance due on pickup. Zelle or Paypal may be accepted for balance due if paid 2 weeks in advance of date that kitten is ready to leave. A balance paid with Paypal may require a signature and/or ID for authorization on pickup.

- If your cat/kitten should die before going home with you, we will either replace the cat/kitten with one of equal quality and value or if we are no longer breeding or are unable to replace the cat/kitten from a future litter, we will refund the down payment.
- It is recommended that your kitten be taken to a veterinarian (of the buyers choice) within 48 hours of bringing him/her home (Purchase/adoption/ Pickup date) for a general check up. If any health problems are found at the time of this initial examination due to genetic disease (not injury or mishandling) return the kitten and **a replacement kitten will be provided from the next litter contingent on a veterinarian certificate being provided. This does not include presence of worms/parasites, which may be found in any healthy kitten/cat.

****This kitten comes with a 1 year guarantee from the date of birth for any genetic defect causing death or serious quality of life issues. A State veterinarian certificate must be present & a DNA test may be required to prove paternity in the event of genetic questionability. If the kitten dies an autopsy & DNA from the state veterinarian lab is required for a replacement kitten. Seller/Breeder is not responsible for incurred vet bills.**

No veterinary treatment is authorized by the breeder if the kitten is to be returned. If treatment is an emergency & given in that manner the responsibility of payment is the buyers. This guarantee is made for the protection of both the buyer & the seller/breeder. Breeder/Seller assumes no responsibility for medical expenses for this cat/kitten after he/she leaves the premises.

This contract is legally binding to both seller and purchaser and is non transferable to any other party. There are no other conditions, either verbally stated or implied. Purchasers' signature indicates full agreement with clauses laid down in this agreement.

The buyer agrees to offer the cat or kitten back to the breeder for re-homing if at any time the buyer finds they can no longer provide a nurturing home for the cat/kitten.

If any of these written clauses are broken, the health guarantee is null & void.

This contract is the entire agreement between the seller and buyer. By signing the buyer acknowledges he/she is at least 18 years of age and has read and understands and accepts the terms and conditions.

Buyers Signature(s): _____ Date: _____

Seller/Breeders Signature: _____ Date: _____

****Replacement kitten of the same value/price paid or the amount paid can be applied as a credit towards another cat/kitten.**