

NIGHTMAGIC CATTERY

Pet Contract

This agreement is made between _____, hereinafter referred to as the 'seller' of Nightmagic Devon Rex and Somali Cats and _____, hereinafter referred to as the 'purchaser'.

Whereby it is agreed as follows:

Seller agrees to sell and purchaser agrees to buy the following described feline hereinafter referred to as the kitten/cat as a Pet Only.

Breed: _____ Sex: _____ Color: _____

Birth Date: ____/____/____

Sire: _____

Dam: _____

Purchased For: PET **(NOT FOR BREEDING)**

Costs: _____

Deposit: _____ (non-refundable.)

Shipping: _____ (transporter, delivery, airfare, carrier, health certificate, blanket etc.)

Bal. Due: _____

The PURCHASER agrees to and understands the following conditions:

Health Guarantee and Personality

1. That the seller acknowledges that at the time of sale, the kitten/cat has been vaccinated for their first set of shots, de-worming, **and is in a healthy condition as far as the seller is capable of knowing**. It was vaccinated against viral Rhinotracheitis, Calici Virus, Panleukopenia and Chlamydia. The purchaser acknowledges the kitten is to be given by the purchaser's veterinarian a third vaccine.
2. VACCINATION WITH FIP VACCINE WILL VOID THIS CONTRACT.
3. **The purchaser has today examined the kitten/cat and is satisfied with the health and temperament of the kitten/cat.**

4. **Purchaser is responsible for all veterinarian fees and other expenses which are incurred from date of kitten/cat leaving cattery.**
5. **The purchaser agrees to insure the kitten/cat for at least the first year of its life at the purchaser's expense.**
6. Within a 72 hours of being picked up, purchaser is responsible to bring kitten/cat to their own vet for a health checkup. If the kitten/cat is believed to be ill by a licensed veterinarian, **the seller must be notified within seven (7) days of the vet exam.** **The purchaser understands that failure to comply with these terms will null and void any health guarantees in this contract. If it is determined the kitten is unfit for sale by purchases veterinarian, the kitten/cat must be returned to the seller to be examined by the seller's own licensed veterinarian at the seller's expense. After examination by the seller's veterinarian, if the kitten/cat does not receive a clean bill of health and CANNOT be returned to the purchaser then the seller will refund the purchase price in full to the purchaser, minus deliver fees or other fees related to getting the kitten/cat to purchaser. By failing or refusing to return the kitten/cat, the purchaser waivers all rights to financial restitution. Seller is not responsible for medical/wellness exams, office visits or tests as these are part of normal pet ownership. Purchaser will cover medications up to the cost of the provided insurance deductible. Seller is not responsible for any medical expenses that occur after 72 hours.**
7. If kitten/cat is found to be showing signs of congenital malformation which adversely affects the length or quality of the animal's life within 1 year following sale of the kitten/cat, purchaser must provide a signed veterinary certification of such condition. Should kitten/cat die at any time after possession and while this health guarantee is in force, a necropsy is required at purchasers' expense, the results to be given to seller in writing from the licensed veterinary professional that performed the necropsy within 15 days of the necropsy. If any health problems are found the purchaser will notify the seller in writing and by phone, with documentation from a veterinary professional, of said problem before any action is taken. If during this time period Seller is notified by Purchaser of a genetic health problem, Seller will replace with a cat/kitten of equal value (when available. Seller has 1 year to provide kitten) upon receipt of said cat/kitten, any papers provided (i.e. registration/pedigrees) and a veterinarian's written statement of the health problem.
8. **The seller is not responsible for any stress induced health issues that affect the kitten/cat once placed in the purchaser's residence.**
9. Purchasers is acquiring this kitten/cat as a companion animal and not for breeding purposes. The kitten/cat is sold as a pet only and **MUST** be spayed/neutered by the age of 6 months old if for any reason it cannot be done prior to the sale. It is the responsibility of the purchaser to pay for spay or neuter kitten/cat if within purchaser's ownership. Upon proof from purchaser of spay/neuter procedure and third set of shots, seller will process registration papers of said kitten/cat.
10. At the time of delivery this kitten/cat has an affectionate personality and is properly socialized. Please note that cats are very young when leaving our cattery and require appropriate time to settle into their home first. We are not responsible for personality changes that may occur after leaving the cattery. It is the purchaser's responsibility to train the cat to behave the way you deem correct for your household.

11. If the purchaser's premises are a multi cat home then it is the purchaser's responsibility to isolate the kitten/cat for at least two week before introduction to other kittens/cats already established in the purchases home. The purchaser understands that failure to comply with these terms will null and void any health guarantees in this contract.

12. Kitten/cat should remain on the same feeding regimen when leaving the cattery for at least two weeks. The seller is not responsible for any issues that may occur from switching foods too fast or to a lesser quality of food than what was suggested.

Other

1. Purchaser agrees to care for this kitten/cat by providing adequate indoor only facilities; to maintain proper nutrition, to get the kitten/cat normal yearly inoculations as recommended by a licensed veterinarian, and if deemed necessary, prompt medical attention.
2. Purchaser agrees NOT TO DECLAW kitten/cat.
3. Purchaser agrees that this kitten/cat will never be given or sold to any pet shop, research laboratory, humane society or similar facilities.
4. If at any time the purchaser decides they no longer wish to own the cat, they should contact the seller with help in rehoming and/or update the seller with new owner information.

Please Note: Kitten/cat will come with a registration slip from parent club after proof of spay/neuter procedure, and third set of shots. Kitten/cat registration and the cost of registration is the sole responsibility of the purchaser. Registration form/papers for kitten/cat purchased as a pet will be marked "NOT FOR BREEDING."

Purchaser: _____

Address: _____

City: _____

State/Prov: _____ **Zip:** _____

Purchaser Signature: _____

Seller Signature: _____

Date: ____/____/____

Date: ____/____/____