

Permes Cattery

Louis Azcarate
Kara L. VanDenBerg
AGREEMENT OF SALE

Buyer _____ Phone _____

Address _____ E-mail _____

City: _____ State _____ Zip _____

Permes Cattery (Seller) agrees to sell to Buyer, the kittens described below for a price of \$ _____ ea. which includes a non-refundable deposit of \$300.00 paid on (date) _____ . Make Money Order payable to:

Louis Azcarate (if buying from WA) or **Kara L. VanDenBerg** (if buying from MI). Balance of purchase price to be paid before delivery of cat and no later than (date) _____. If shipping is required, Buyer is responsible for all shipping fees plus the cost of the shipping crate and a health certificate (required). Failure to pay in full for the cat, shipping crate and health certificate by this date will result in loss of deposit by Buyer. Seller shall then be free to adopt the cat / kitten with another suitable buyer.

Cost of shipping crate: \$35 Cost of Shipping: \$ Pending Cost of health certificate: \$50

Cat/kitten () sex: _____ Color: _____

Breed: _____ Born: _____

Sire: _____ Dam: _____ Litter # or Registration

Sold as: ___ Pet (no breeding rights) ___ Breeder (with breeding rights)

Unless otherwise stated above, this cat is intended to be a household pet. Neutering or spaying is REQUIRED between four (4) months of age and no later than seven (7) months of age. Kittens should weigh at least 4-5 pounds before having this surgery. Buyer agrees that this kitten/cat was purchased as pet quality, and unless altered before sale, must be spayed or neutered before the age of seven months or pay a penalty of \$500.00 on the day following the kitten's seven month birthday, which in this case is _____. Buyer assures and guarantees that this kitten/cat will not be used for breeding or stud and not allowed to produce offspring. Buyer agrees that a certificate of alteration

from a licensed veterinarian will be sent to Seller within one week of date above, unless prior arrangements have been made in writing. Registration papers will be held until Buyer has provided Seller with a valid statement as proof of spay/neuter signed by a licensed veterinarian. Seller agrees to sign this kitten's registration papers over to the Buyer within 30 days of receipt of all the appropriate documentation.

Health Guarantee: This kitten/cat is guaranteed of sound health upon delivery or arrival, and for a period of 72 hours thereafter if vetted within that time. **Seller guarantees this cat to be free from feline leukemia virus (FeLV), and feline immunodeficiency virus (FIV).** Failure to have animal checked by a licensed veterinarian within **72 hours** after the date of sale (or date cat leaves Permes Cattery in the event the cat is being shipped), will void any guarantee. It is recommended that the new kitten/cat be quarantined during that 72-hour period. If found to be medically deficient with an untreatable or life threatening problem, this must be reported to the Seller immediately. Upon its return, it will be replaced with another kitten/cat of equal value. The Seller reserves the right to reserve a cash refund. If no replacement is available at the time of return, Seller will have up to one year to furnish a comparable kitten/cat. The kitten/cat can not be returned for compensation after the guaranteed period has expired and/or it has been exposed to another cat. Seller will not honor any health guarantee if the kitten/cat dies of a virus from contact with another animal not bred at this Cattery. The buyer agrees to provide immediate veterinary care to this kitten/cat if it shows signs of distress, illness, or injury.

Failure to do so will render the guarantee null and void. Under no circumstances is the kitten/cat to be destroyed prior to notification by the Buyer to the Seller. If the kitten/cat dies within the guarantee period, despite medical treatment, compensation will be made **ONLY** if a licensed veterinarian certifies the cause of death. It is the Seller's right to ask for the kitten/cat to be returned for identification before providing a replacement or any compensation. Seller will not be responsible for any veterinary bills of this kitten/cat after leaving Seller's residence. It is further agreed by both Buyer and Seller that this guarantee of health is void if the buyer has the kitten vaccinated for FeLV or FIP in the first year of his/her life.

This kitten/cat is guaranteed against congenital defects anytime prior to the cat's first birthday. Should the animal die within that time as a direct result of a congenital defect, the cat will be replaced **ONLY** if an appropriate necropsy is performed by a licensed veterinarian and a veterinarian's certificate is provided as proof of cause of death. A replacement will be made of a cat of comparable quality and value, as available, at the discretion of Seller. **NO CASH REFUNDS.** Buyer agrees that if the kitten/cat is found to be neglected or mistreated, Seller shall have the unconditional right to reclaim the kitten/cat **without** refund of purchase price. Neglect

shall include, but is not limited to: being left alone without human companionship for periods in excess of 72 hours; lack of proper sanitary facilities; being caged; poor diet; poor health, and otherwise poor condition. Mistreatment shall include, but is not limited to: lack of proper food, lack of water, and physical abuse. Buyer will be responsible for any veterinary bills directly incurred as a result of any neglect or mistreatment. The cat will not be denied needed veterinary attention.

Initials: _____

The above cat/kitten has been or will be inoculated at **10 weeks** of age for (1) Panaleukopenia, (2) viral Rhinotracheitis, and (3) feline Calicivirus. Due to the possible side effects to certain vaccines that may pose as a health risk to our kittens; **We do not immunize for FIP (feline infectious peritonitis), Feline Leukemia, Chlamydia and if this treatment is implemented, then all health guarantees implied or specified will become null and void.**

Buyer understands that if the kitten/cat is declawed, it will render the guarantee null and void. Buyer understands that declawing is a mutilation involving the amputation of a large portion of the kitten/cat's toes and which is likely to alter the kitten/cat's temperament and health. Buyer agrees that Seller can not insure the temperament or health of any kitten/cat which has been declawed. Buyer agrees that this kitten/cat was sold with the understanding that it would not be declawed. The Buyer agrees to provide proper housing and diet, fresh water, parasite control, and general health care, including the completion of immunizations plus yearly boosters and prompt veterinary care for any illness or condition requiring medication or surgery. The cat is to be kept inside at all times unless on a harness with the owner.

Buyer agrees that under NO circumstances will the kitten/cat EVER be sold, leased, transferred, or given to any pet shop, animal dealer, animal shelter, research laboratory, or similar facility, nor anyone who has ever been convicted of neglect or cruelty to any human or animal, nor should it be abandoned. Furthermore, it is agreed that transfer of possession, or care of the kitten/cat to another party may only be done with express written permission of Seller. It is the intention of the Seller that this is a permanent placement. Should buyer not be able to keep this animal for any reason, including the incapacitation or death of the buyer, Seller is given the right of first refusal or it is to be returned to breeder/seller for placement without refund of any kind, unless the above written permission to transfer ownership is obtained. If such permission is given, new owner must sign a new contract, identical or similar to this one, with breeder/seller.

Buyer agrees to tell family members about this clause. If Seller does not reclaim the cat, it is the responsibility of the Buyer to place the cat in an excellent pet home that meets the same conditions as stated in this contract.

It is mutually understood that failure to comply with any provision of this agreement may detrimentally affect the reputation and business of Permes Cattery. Seller retains a security interest in this kitten/cat for purposes of enforcement of this agreement, and may enforce that interest without judicial intervention. Both Seller and Buyer agree that the kitten/cat described herein is unique in character.

Seller has the unconditional right to reclaim kitten/cat without refund of purchase price for any breach of contract. Any failure to comply with these terms will result in the Seller's repossession of the cat and a fine, plus any court costs, placed on the Buyer to be paid upon proof of noncompliance.

The laws of the State of Washington shall govern the validity, construction and performance of this Sales Agreement for any cat/kitten purchased in the State of Washington.

The laws of the State of Michigan shall govern the validity, construction and performance of this Agreement of any cat/kitten purchased in Michigan. Any legal action required to enforce the terms of this contract will be brought forth in the Kitsap County in the State of Washington, Kent County in the State of Michigan. Breach of contract penalty is \$1,000 per breach. Buyer shall be liable for any court costs and related charges including attorney's fees associated with Seller enforcing the terms of this contract. This agreement is the entire agreement between the parties Seller Recommendations (1) The cat should be isolated from other pets for at least one week for cat to acclimate to its new surroundings.

(2) Any changes to the cat's diet should be made slowly as sudden diet changes may result in episodes of diarrhea.

(3) The cat should be fed premium cat food. Your kitten has been fed Life Abundance or Royal Canin (Special and Kitten Growth Formula) dry food. It is recommended that your kitten have access to dry food and water at all times and offered wet/canned cat food only occasionally as a treat.

(4) NuVet Plus is the feline supplement we recommend. It is a wholesome blend of ingredients designed to support and promote good health. NuVet Plus contains all natural ingredients with no artificial colors or flavors and only the highest human quality ingredients are used. Telephone # (800)474-7044 Order Code #93013

(5) The cat should be given frequent and kind human attention, providing this cat with a generous amount of play and exercise.

(6) The cat should not be caged with the exception of short-term confinement if necessary.

(7) Avoid clumping litter for at least the first 6 months of the kitten's life. Kittens sometimes eat kitty litter and if ingested, it is reported that the clumping types can cause intestinal blockages.

Deletions or additions to this contract must be initialed by both parties. In signing this document, Buyer acknowledges that he/she has read, fully understands, and

agrees to all of the terms and conditions of the above sale. Aware that this Agreement of Sale is for mutual benefit, we hereby affix our signatures.

_____ **Date**
Buyer

_____ **Date**
Seller / Louis Azcarate
OR

_____ **Date**
Seller / Kara L. VanDenBerg