

CreamTofu & Beloved Cattery

Pet Cat Sales & Health Guarantee Contract

The Breeder (a.k.a. The Seller): CreamTofu & Beloved Cattery

The Buyer (a.k.a. The Purchaser):

Phone: () -

Email:

Street Address:

City: State: Zip code:

Cat Registered With: TICA

Registration Type: NFB (Not For Breeding) NFS (Not For Showing)

Sire Registration Name:

Sire Registration Number:

Dam Registration Name:

Dam Registration Number:

Cat Registration Name:

Breed: Date of Birth: Microchip#:

Color: Gender:

Registration Number/Breeder Slip Number:

Date of Sale: Amount \$

Nanny Deposit (if applicable) Amount \$

Refundable Deposit: Amount \$

Received on Date:

Additional Charges (if applicable)

Amount \$

Total Remaining Balance paid on: Amount \$

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Within the first Seventy Two (72) hours of the time of pick-up, The Buyer may conduct veterinary checks at The Buyer's expense. If The Buyer's veterinarian finds any significant concern with the cat that originated with The Breeder, The Buyer should contact The Breeder and demand a replacement of the cat from The Breeder. "Significant concern" shall be defined as any condition, which is "life threatening or incurable" and shall not include conditions or infections such as colds, virus, bacterial infections, or skin rashes. The said cat will be replaced with a kitten of The Breeder's choice, said replacement will be offered at reduced price with a discount amount at equal value of original cat purchased. The Breeder has up to 1-year period to replace the cat. To make such replacement, The Buyer must immediately notify The Breeder along with the name, contact number of the attending veterinarian, and the illness or the condition of the cat. The Buyer must forward The Breeder a letter signed by the examining veterinarian indicating the nature of the cat's illness or condition that originated with The Breeder. The Buyer must also give the vet permission to fully disclose the cat's health situation to The Breeder.

The Buyer must, if applicable, separately keep any animals that were originally living with The Buyer from the said cat in this contract for at least 7 consecutive days as soon as the said cat arrives at The Buyer's property. Failure to meet above statements will be considered as a breach to this health guarantee contract thus, will dissolve and forfeit the health guarantee.

The Breeder has taken reasonable precautions to prevent the cat from developing hereditary diseases. Unfortunately, the hereditary and environmental causes of many diseases are not fully known. Notwithstanding the efforts of breeder, The Breeder cannot guarantee that the cat will be free of inherited genetic or other disease.

The Breeder guarantees to the best of their knowledge, that the cat is free of known inherited genetic disease or disorders. The cat was examined by board certified veterinarians routinely and considered clear of debilitating diseases. DNA testing by Optimal-Selection Breeding Wisdom Panel completed.

The Buyer must contact The Breeder promptly if he/she has questions about the temperament or behavior of the cat. However, notwithstanding the efforts of The Breeder, The Buyer must understand and acknowledge that The Breeder cannot predetermine the outcome of the breeding and therefore can make no assurances that the cat will meet The Buyer's expectations with respect to conformation, performance, or temperament. The Breeder will not be held liable for any scratches or bites that could occur from the cat. The Buyer will accept personality traits even if they are less than ideal.

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Non-Breeding and Spay/Neuter Agreement

Our cats are sold as non-breeding stock. The Purchaser agrees that he/she is purchasing the cat on a non-breeding agreement and that this cat is not considered to be a breeding stock. All TICA, CFA and private non-breeding agreements will remain in effect for the life of the cat and will not be canceled, if there is no other written agreement made.

The Breeder guarantees to spay/neuter the cat before leaving cattery for new home and forward a copy of the spay/neuter certificate to The Buyer. Failure to agree spay/neuter will immediately terminate the sale of said cat, without the refund of deposit paid.

Cat will only go home without spay/neuter under conditions with written documentation from certified veterinarian clarifying cat is not yet in a suitable condition of spay/neuter. With said condition, The Buyer agrees to pay an additional Two Thousand US Dollars (2,000 USD) deposit and spay/neuter the cat between Six (6) and Eight (8) months of age and forward a copy of the spay/neuter certificate to The Breeder, the TICA breeder slip will not be released to The Buyer at the time of sale with said condition. The Breeder shall refund the Two Thousand US Dollars (2,000 USD) deposit after confirming the said cat is spayed/neutered being truthful and release the TICA breeder slip for The Buyer to complete registration.

The Buyer agrees to compensate The Breeder Three Thousand US Dollars (3,000 USD) Per cat be produced if this Non-Breeding agreement is breached. The Buyer agrees compensate The Breeder TEN Thousand Dollars (10,000 USD) on top of all the other fines, and surrender the cat immediately with all the registration paperwork and medical records to The Breeder without compensation, if the kitty was found bred more than one litter. Use of the said cat in any breeding activity (naturally or artificially, purposely, or accidentally) will be considered as a breach to this Non-Breeding agreement.

Buyer Initials:_____

Cat Care Agreement

The Purchaser agrees to provide the cat responsible care, necessary socialization and training, reasonable amount of exercise, well balanced nutrition, fresh water, indoor shelter, adequate grooming, and competent veterinary care to ensure the overall wellbeing of this cat.

Overfeeding is the leading cause of many health issues for a cat that is otherwise not genetically predisposed to the disease. The Breeder's health guarantee only applies to the cats that have been maintained in good physical condition. The health guarantee does not

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cover obese, improperly exercised, or injured cats. Neither will it cover cats with an improper diet, or cats with poor muscle tone.

The Purchaser agrees to never feed the cat following food brands: Hill's Science Diet, Royal Canin, Purina, Fancy Feast, Friskies. The Buyer agrees to never feed the cat with any type of food that does not have pure meat as first ingredient. The Buyer agrees to feed cat with grain-free food only. The Buyer agrees to feed the cat any type of wet food at least once daily. The Buyer must surrender the cat immediately to The Breeder with all the registration paperwork and the medical records if the said cat found to be against these statements. No refund will be issued. The Buyer will compensate The Breeder Two Thousand US Dollar (\$2,000) for going against this agreement.

The Buyer agrees he/she will not declaw the cat. The Breeder reserves the right to revoke the custody rights to the cat if the said cat found to be declawed. The Buyer must surrender the cat immediately to The Breeder with all the registration paperwork and the medical records. No refund will be issued. The Buyer will compensate The Breeder Five Thousand US Dollar (\$5,000) for going against this agreement.

The Buyer agrees to give cat nail trimming regularly to avoid possible claw curling inwards.

It is strongly recommended that The Buyer keeps the cat under coverage by any type of pet health insurance. The record of up to date immunizations (including but not limited to proper vaccinations, de-wormers, tick, flea, and heartworm medication) is required to validate the health guarantee. Please be aware of the side effects of the vaccinations and the medication you are going to use on the cat. All Creamtofu Cats on The Breeder's farm are on a holistic vaccination schedule. The Buyer agrees not to use FIV, FeLV, FIP and Giardia vaccination on the cat. Chlamydomphila vaccination should only be used in a multi cat environment where the infection is known to exist. The Buyer agrees not to over vaccinate the cat. The rabies must be given as late and as minimum as the local law permits. Please note, using any of the said vaccination over vaccination on the cat will dissolve the health guarantee immediately.

CreamTofu & Beloved Cattery is a FeLV and FIV negative cattery. The Buyer (at his/her own expense) agrees to have all cats currently owned, be tested for FeLV and FIV. Said cats already in The Buyer's possession must test negative within 10 days of finalized purchase of cat from CreamTofu & Beloved Cattery. The Seller has right to refuse sale of cat to any household where a FeLV or FIV infected cat resides. Allowing purchased cat from CreamTofu & Beloved Cattery to be in contact with any cat that has not been tested FeLV/FIV negative will render this health guarantee null and void.

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The Buyer agrees he/she will not knowingly endanger the cat. This cat will not be crated or roaming outdoor. The Buyer agrees that the cat will not be exposed to other animals whose vaccination history is unknown, or to areas that may be frequented by them.

All CreamTofu & Beloved cats on The Breeder's farm are on a scientifically balanced diet with daily vitamin, probiotics, and other supplements. The Buyer is welcome to consult with The Breeder. However, it is The Buyer's responsibility to find a well-balanced nutrition diet plan that fits the needs of his/her cat.

Improper grooming can be harmful to a cat's health mentally and/or physically. We strongly suggest The Buyer does not shave her/his cat if there is no medical necessity.

It is strongly recommended that The Buyer keep the cat strictly indoors.

The Breeder reserves the right to revoke the custody rights to the cat if The Buyer were found unable to provide reasonable care of the cat. (i.e. including but not limited to animal cruelty, abuse, acts of recklessness towards the cat, inability to provide shelter, food, water, or proper vet care to the cat.) Under such circumstance, The Buyer must surrender the cat immediately to The Breeder with all the registration paperwork and the medical records. No refund will be issued. If the kitty was found wrongfully treated, The Breeder reserves the right to take legal action against The Buyer.

Buyer Initials:_____

Change in Circumstances Agreement

If The Buyer becomes isolated from The Buyer's current partner/spouse for any reason, it will be The Buyer's responsibility to inform The Breeder about the current status of the cat.

If The Buyer can no longer keep the purchased cat for any reason, The Buyer should contact The Breeder immediately. The Breeder reserves the right to take the cat back, and The Buyer agrees to pay all expenses, including shipping costs, mileage, and re-examination of The Seller's veterinarian. This examination will include a complete "Viral Panel" blood test for FeLV, FIP, and FIV viruses. The TICA, and/or CFA registration must be surrendered to The Breeder at the time of return. The medical history and the immunization record of the cat must be supplied as well. If the said cat found to be resold, abandoned, or gifted to someone without The Breeder's written consent, The Buyer must surrender the cat immediately to The Breeder with all the registration paperwork and the medical records. No refund will be issued. The Buyer will compensate The Breeder Four Thousand US Dollar (\$4,000) for going against this agreement.

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Resale of said cat is prohibited. The Buyer agrees that the said cat will never be resold, leased, gifted/given to pet shop, research laboratory, shelter, or any similar facility. The Buyer must surrender the cat immediately to The Breeder with all the registration paperwork and the medical records if the said cat found to be against this statement. No refund will be issued. The Buyer will compensate The Breeder Four Thousand US Dollar (\$4,000) for going against this agreement.

Buyer Initials:_____

Shipping

All shipping costs are to be paid by The Buyer, when purchasing a cat that must be shipped. Cat can only be shipped "prepaid". Specific shipping arrangements will be determined in advance and confirmed to The Buyer by The Seller, with the cat's/cat's best interest in mind. This signed agreement must be returned prior to cat being shipped.

The Seller is not responsible for any injuries or loss once shipped due to fault of airline. The Buyer may file complaints with the airline. If the scheduled shipping is delayed due to weather or mechanical problems and this delay causes The Buyer to pursue cancellation of purchase, there will be no refund.

Buyer Initials:_____

Advertising Rights

The Seller reserves the right to use photos already in The Seller's possession of any cats or cats that are sold to The Buyer in any and all advertising. This includes website advertising and the promotion of The Seller's cattery. Buyer agrees to allow The Seller to use his/her cat's/cat's photograph or name in any future or existing advertising.

Buyer Initials:_____

Dispute Procedure and No Slander Agreement

If there is any dissatisfaction, The Buyer agrees to communicate with The Breeder first and allow The Breeder at least 30 business days to resolve the issue before taking any legal action or disclosing to a third party the said issue. Neither is The Buyer to draw public attention to the said issue.

The Buyer agrees not to slander The Breeder by any means. The Buyer agrees not to use the cat or any cat to create any intellectual property, for the express purpose of causing a negative public image of The Breeder or the cattery, which includes but is not limited to photograph, video, drawing and story. No slander will be tolerated. The Buyer agrees to surrender the cat with the paperwork immediately without compensation to The Breeder if

Buyer Initials:_____

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his/her false statement caused any reputation damaging to The Breeder. The Breeder reserves the right to take legal action against any and all parties for defamation. Any irresponsible and/or untrue announcement regarding to the cat, The Breeder, the cattery, and its cats, made to a third party, in public, or online are strictly prohibited, and will cause legal consequence.

Buyer Initials:_____

Other Liabilities and Guarantees

If the cat is not originally bred in CreamTofu & Beloved Cattery, The Seller reserves the right to disclose any information of said cat and The Buyer to the original breeder of said cat, if the original breeder demands.

There is no other guarantee The Breeder made to The Buyer beside the health guarantee written in the Cat Sale Contract. The Breeder holds no other responsibilities, or liabilities to The Buyer other than the health guarantee written in the Cat Sale Contract.

Buyer Initials:_____

I have read and understand the CreamTofu & Beloved Cattery Pet Cat Sales & Health Guarantee Contract. With my signature, I agree to the terms and conditions that apply to this contract.

BUYER PRINTED NAME:

BUYER SIGNATURE:

DATE:

BREEDER: CreamTofu & Beloved Cattery

BREEDER SIGNATURE:

DATE: