

CreamTofu & Beloved Cattery

Pet Kitten 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:

Kitten 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:

Kitten Registration Name:

Breed: Date of Birth: Microchip#:

Color: Gender:

Registration Number/Breeder Slip Number:

Date of Sale: Amount \$

Nanny Deposit (if applicable) Amount \$

Deposit Received on Date: Amount \$

Additional Charges (if applicable)
Amount \$

Total Remaining Balance: Amount \$

Paid on:

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“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 kitten will be replaced with a kitten of The Breeder’s choice, but of equal value of original kitten purchased. The Breeder has up to 1-year period to replace the kitten. 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 kitten. The Buyer must forward The Breeder a letter signed by the examining veterinarian indicating the nature of the kitten's illness or condition that originated with The Breeder. The Buyer must also give the vet permission to fully disclose the kitten'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 kitten in this contract for at least 7 consecutive days as soon as the said kitten 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 kitten 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 kitten will be free of inherited genetic or other disease.

The Breeder guarantees to the best of their knowledge, that the kitten's parents are free of inherited genetic disease or disorders. The Sire and Dam of the kitten were examined by board certified veterinarians routinely and considered clear of debilitating diseases at the time of breeding. DNA testing by Optimal-Selection Breeding Wisdom Panel completed before the Sire and Dam were bred with no adverse results

If the purchased kitten is diagnosed with a proven inherited, genetic defect of the kidney or heart within its first twenty-four (24) months of life, The Buyer may request a refund of no more than 50% of the original purchase price of the kitten. The Breeder will honor a refund within six (6) months of confirmation of the diagnosis upon all of the following terms being met:

1. The illness or the condition of the kitten must be a proven inherited genetic defect; and
2. The Buyer must notify The Breeder promptly after a proven inherited genetic defect is diagnosed; and
3. A written document of the diagnosis of such medical condition from an appropriate governing body must be provided. An appropriate governing can be

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licensed a board-certified specialist, such as ACVIM cardiologist. An examination by a licensed veterinary of general practitioner alone is not sufficient for a refund request, and will not be accepted; and

4. The Buyer must consult a specialist before making any surgery decisions; and
5. The Buyer must inform The Breeder before any surgery takes place; and
6. The Buyer must inform The Breeder if he/she decided to put the kitten to sleep; and
7. The Buyer must meet all terms and conditions in the Pet Kitten Sales & Health Guarantee Contract; and
8. Medical bills must be provided; and
9. If the kitten were died or put to sleep because of the health defect, a necropsy report from a licensed vet or animal lab must be provided to The Breeder; and
10. The diagnostic costs, the cost to put down the kitten, the cremation cost, the cost by any mean to treat the kitten's remaining body, and the necropsy cost will not count as part of the medical bill and will not be covered by this Pet Kitten Sales & Health Guarantee Contract; and
11. The refund amount will not exceed the amount of the medical spending on the said condition; and
12. The amount of the refund total will be no more than 50% of the original purchase price of the kitten.

The Breeder did give each kitten a temperament test at 8 weeks of age to assess behavioral traits and aptitude by using the Volhard P.A.T. The Buyer must contact The Breeder promptly if he/she has questions about the temperament or behavior of the kitten. 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 kitten 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 kitten. The Buyer will accept personality traits even if they are less than ideal.

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Non-Breeding and Spay/Neuter Agreement

Our kittens are sold as non-breeding stock. The Purchaser agrees that he/she is purchasing the kitten on a non-breeding agreement and that this kitten 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 kitten and will not be canceled, if there is no other written agreement made.

The Breeder guarantees to spay/neuter the kitten 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 kitten, without the refund of deposit paid.

Kitten will only go home without spay/neuter under conditions with written documentation from certified veterinarian clarifying kitten 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 kitten 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 kitten 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 kitten 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 kitten 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 kitten in any breeding activity (naturally or artificially, purposely, or accidently) will be considered as a breach to this Non-Breeding agreement.

Buyer Initials:_____

Kitten Care Agreement

The Purchaser agrees to provide the kitten 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 kitten.

Overfeeding is the leading cause of many health issues for a kitten that is otherwise not genetically predisposed to the disease. The Breeder's health guarantee only applies to

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the cats that have been maintained in good physical condition. The health guarantee does not 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 kitten following food brands: Hill's Science Diet, Royal Canin, Purina, Fancy Feast, Friskies. The Buyer agrees to never feed the kitten with any type of food that does not have pure meat as first ingredient. The Buyer agrees to feed kitten with grain-free food only. The Buyer agrees to feed any type of wet food to kitten at least once daily. The Buyer must surrender the kitten immediately to The Breeder with all the registration paperwork and the medical records if the said kitten 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 kitten. The Breeder reserves the right to revoke the custody rights to the kitten if the said kitten found to be declawed. The Buyer must surrender the kitten 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 kitten nail trimming regularly to avoid possible claw curling inwards.

It is strongly recommended that The Buyer keeps the kitten 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 kitten. All Creamtofu Kittens 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 kitten. Chlamydomphila vaccination should only be used in a multi kitten environment where the infection is known to exist. The Buyer agrees not to over vaccinate the kitten. 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 kitten 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 kitten from CreamTofu & Beloved Cattery. The Seller has right to refuse sale of kitten to any household where a FeLV or FIV infected kitten resides. Allowing purchased kitten from CreamTofu & Beloved Cattery to be in contact with any kitten 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 kitten. This kitten will not be crated or roaming outdoor. The Buyer agrees that the kitten will not be exposed to other animals whose vaccination history is unknown, or to areas that may be frequented by them.

All CreamTofu & Beloved kittens 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 kitten.

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

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

The Breeder reserves the right to revoke the custody rights to the kitten if The Buyer were found unable to provide reasonable care of the kitten. (i.e. including but not limited to animal cruelty, abuse, acts of recklessness towards the kitten, inability to provide shelter, food, water, or proper vet care to the kitten.) Under such circumstance, The Buyer must surrender the kitten 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 kitten.

If The Buyer can no longer keep the purchased kitten for any reason, The Buyer should contact The Breeder immediately. The Breeder reserves the right to take the kitten 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 kitten must be supplied as well. If the said kitten found to be resold, abandoned, or gifted to someone without The Breeder's written consent, The Buyer must surrender the kitten immediately to The Breeder with all the registration paperwork

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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.

Resale of said kitten is prohibited. The Buyer agrees that the said kitten will never be resold, leased, gifted/given to pet shop, research laboratory, shelter, or any similar facility. The Buyer must surrender the kitten immediately to The Breeder with all the registration paperwork and the medical records if the said kitten 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 kitten that must be shipped. Kitten can only be shipped "prepaid". Specific shipping arrangements will be determined in advance and confirmed to The Buyer by The Seller, with the kitten's/kitten's best interest in mind. This signed agreement must be returned prior to kitten 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 kittens 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 kitten's/kitten'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.

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The Buyer agrees not to slander The Breeder by any means. The Buyer agrees not to use the kitten or any kitten 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 kitten with the paperwork immediately without compensation to The Breeder if 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 kitten, 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

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

Buyer Initials:_____

I have read and understand the CreamTofu & Beloved Cattery Pet Kitten 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:

Buyer Initials:_____