

Sweet Giants Maine Coons

TICA REGISTERED

sweetgiantmaincoons084@gmail.com



Every cat/kitten born here is very important to us. Our cats/kittens are treated as family members, and we are concerned about their lives once they leave home. We treat our babies with love and respect and insist that you do the same.

CAT/KITTEN SALES AGREEMENT

THIS AGREEMENT between seller and hereafter called Breeder and (Buyer)

Name(s):

Address:

Phone:

Email:

is effective as of the date of the last signature to appear below and is binding upon all parties there to.

Buyer(s) agree to buy and Seller agrees to sell the below described cat/kitten pursuant to all of the following terms:

DESCRIPTION OF ANIMAL:

Call Name:

BREED: MAINE COON BIRTHDATE :

SEX: (M) (F) Polydactyl: (Y) (N)

COLOR: SOLD AS: PET _____ Show Alter _____ Breed _____

Show/Breed _____

Buyer(s) agree to purchase the above-described Maine Coon cat/kitten for

PRICE:

NONREFUNDABLE HOLDING/DEPOSIT FEES:

Remainder Due:

The purpose of this contract is to protect all parties: the purchaser, the seller, and the cat or kitten. If there are any problems, questions, concerns, or issues that you need help with, Sweet Giant Maine Coon is always here. We want the adoptive parent(s) and/or family to be completely happy with the new kitten and his or her transition to the new home. Transitioning is easy for some kittens but more difficult for others, and kittens/cats handle stress in various ways. If there are ANY issues please contact us, we will provide you with all the help needed to make this time easier for the new parents and the kitten.

Terms of Contract

Deposit

A non-refundable deposit of _____ is required for purchase of the cat/kitten. Should the purchaser, after this date having paid the deposit, decide against purchasing the kitten, he or she forfeits the deposit. The kitten or cat will be temporarily reserved for 72 hours once the seller is given notice that the purchaser is sending the deposit. If the deposit is not received within 72 hours the temporary reservation will cease.

Initials _____

When the sale of the cat/kitten is consummated, the holding fee shall be applied towards the purchase price. If payment in full is not received at this time, the sale will be considered null, and void and all monies will be non-refundable.

The Breeder Guarantees that the cat/kittens described above are pure bred Maine Coons as described with an accurate pedigree. The Breeder guarantees that the parents have been tested and they are free from any genetic defects. All our Maine Coon cats tested genetically for HCM (Hypertrophic cardiomyopathy), PKD (Erythrocyte Pyruvate Kinase Deficiency) and Spinal Muscular Atrophy (SMA). Our kitten will be in good health, immunized with two rounds of shots against feline disease at the time of leaving the cattery.

Method of Payment Deposit

The purchaser shall make the deposit called for under this contract via Zelle, using the phone number 469-563-8377, Payments made via PayPal shall be sent to the email address sweetgiantmaincoons084@gmail.com. An additional 3% of the payment amount must be added to payments made via PayPal; this serves to cover the fee that the seller is charged by PayPal for the transfer of funds.

By paying the deposit the seller indicates that he or she understands and agrees to abide by the terms stated in this contract.

Initials _____

Purchase of Cat/kitten

DATE/ TIME:

Payment for the cat must be provided in the form of cash, cashier's check, or money order on the pickup day. The purchaser will pay all travel and shipping expenses if needed. Should the seller agree to help transfer the cat in person, any mileage will be at the expense of the purchaser.

Health Guarantee

The breeder will provide purchaser with documenting vaccinations, deworming, microchip, and blood tests. All adult cat and kitten care is provided by our local veterinarian.

This must be done in 72 hours after the cat/kitten is received to fulfill the health guarantee portion of this contract. This cat/kitten is not guaranteed against respiratory disease, fleas, ringworms or any nuisance disease.

If the veterinarian discovers that the kitten is not as guaranteed, the Buyer MUST contact the Breeder IMMEDIATELY and provide a written explanation from the Buyer veterinarian as to the illness that has been determined. If situation is uncured cat/kitten must be placed in quarantine during his time if there are other cats in the house. If the cat/kitten in question cannot be cured, the Breeder will replace the cat/kitten with one of the equal value as soon as a cat/kitten of that value is available. After the 72 hour period, the seller can no longer guarantee the cat's health, except for birth defects.

Initials _____

The breeder guarantees the kitten/cat against lethal genetic or congenital defects for 12 months following the date of purchase. If, during these 12 months, the cat should die or have to be destroyed due to a genetic or congenital defect, the breeder will replace the cat/kitten with a cat/kitten at the seller's earliest convenience, should the following conditions be met: the purchaser provides the breeder with a necropsy by a licensed impartial Veterinary Pathologist,

at the purchaser's expense, stating that the cause of death is unquestionably a genetic or congenital defect; a second examination by a veterinarian of the seller's choice corroborates these claims.

Initials _____

Breeder assumes no liability or responsibility for any veterinary care for this cat after the purchaser takes possession of said cat. Under no circumstances will the breeder be responsible for any veterinary bills incurred by the purchaser.

Initials _____

Spay/Neuter Agreement

This kitten/cat is being sold with no breeding rights as stated on the first page, this kitten is on a spay/neuter agreement.

Initial _____

The buyer agrees that the kitten will be spayed/neutered by the time the kitten reaches twelve months of age, at buyer's expense. The purchaser will provide the breeder with either documentation of the spay/neuter appointment or the veterinarian's guarantee that the appointment exists and will be carried out. Proof (e.g., veterinary bill, phone call from veterinarian) that the cat has been sterilized must be provided before the cat reaches twelve months of age. If the cat is not spayed/neutered by twelve months of age and/or proof of sterilization is not provided, breeder will enforce breach of contract and therefore buyer will lose health guarantee and pedigree.

Initial _____

Treatment of kitten/Cat

Under NO circumstances shall this kitten be de-clawed. Declawing is amputation and is often the cause of litter box problems ("inappropriate elimination"). This can lead to abuse or abandonment of the cat/kitten, a risk that the seller is not willing take. The purchaser agrees to, under no circumstances, allow the cat to be declawed.

Initial _____

Under NO circumstances shall this kitten/cat be permitted to live outdoors.

Initial _____

Under NO circumstances shall this kitten/cat be tattooed, pierced, or undergo any unnecessary "fashionable" body modification.

Initial _____

The new cat should be confined to a private room with toys, food, the kitten's litter box, and plenty of human contact until accustomed to his/her new surroundings.

Breeder will provide a list of the foods and supplements the cat has been eating. Please be careful that his or her diet is not changed drastically. The breeder will make her best effort to send home a sample of what the cat is eating, to help purchaser through the first few days.

The Buyer agrees that under No circumstances will this kitten/cat ever be sold, leased or given to any pet store humane society, research or similar facility. It is the intention of the Breeder that the Buyer be a permanent placement home. If, at any time, the Buyer becomes unable to care for the animal, Breeder is given the first right of first refusal. If the Breeder does not receive the cat/kitten, it is responsibility of Buyer to place the animal in a home that meets the same conditions as stated in this contract. Furthermore, it is agreed that transfer of possession, or care of this kitten to another party, may be done with express written permission of Breeder.

The Buyer agrees that if the kitten is found to be neglected or mistreated: the Breeder shall have the unconditional right to reclaim the kitten WITHOUT refund of purchase price. Mistreatment shall include, but is not limited to: lack of proper food, water, being caged for excessive amount of time, poor health and otherwise poor condition.

Initial _____

Breach of Contract

In the event the purchaser is found to have violated any of the terms and conditions of this contract, the kitten/cat is to be surrendered unconditionally to the breeder. Breeder may reclaim physical and legal ownership of cat with or without due process of law for any breach of contract with no refund of purchase price.

Initial _____

In the event the purchaser is found to have violated any of the terms of this contract, purchaser shall be liable to the breeder for damages in the amount of two times the purchase price of said cat/kitten, plus expenses for veterinarian care upon return of cat/kitten to seller and all attorney, legal and related miscellaneous fees that result in litigating this contract. Any legal action, which may arise under the terms of this contract, will be brought in the county/city of breeder's residence.

Initial _____

Attorneys Fees and out-of-pocket costs Should Purchaser breach this Contract, Purchaser is responsible for any and all costs resulting from the litigation of this Contract, the amount of purchase of kitten, shipping expenses, associated veterinary expenses, and any damages caused to the reputation of seller.

Initial _____

Exclusive Jurisdiction for Suit in Case of Breach

Any legal action that may arise under the terms of this Contract will be brought to Collin County, or the Seller's current place of residence. The Purchaser and Breeder, by entering into this Agreement, submit to jurisdiction of the Breeder's current place of residence, for adjudication of any disputes and/or claims between the parties under this Agreement. Furthermore, the Purchaser and Breeder hereby agree that the courts of Collin County or the Breeder's current place of residence, shall have exclusive jurisdiction over any disputes between the parties relative to this agreement, whether said dispute(s) sounds in contract, tort, or other areas of the law.

Initial _____

State Law

This Agreement shall be interpreted under, and governed by, the laws of the state of Texas. Integration There are no other conditions or guarantees, verbal or implied. No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined in this Contract. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this contract.

Initial _____

Severability

In the event any provision of this contract is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this contract so as not to cause the invalidity or unenforceability of the remainder of this contract. All remaining provisions of this contract shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

Initial _____

Modification

Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Purchaser and Breeder. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

Initial _____

TERMS: The use of the terms "cat/kitten" represents the same as the plural cats/kittens, in the case of more than one cat/kitten being purchased under this sales agreement. *Signature and/or taking possession of cat/kitten constitutes acknowledgment and acceptance of full terms of this contract!

I agree to all terms as stated herein

Buyer: _____

Date: _____

Co-Buyer: _____

Date: _____

Seller: _____

Date: _____