



Catskills Cattery

Catskills Cattery Contract Minskin Purchase WITHOUT Breeding Rights

This Contract is a binding agreement between **Catskills Cattery** ("the Breeder") and **[NAME]** ("the Buyer"). This agreement is effective as of **[DATE]**, regardless of the date on which this Contract is executed by the Buyer.

The Breeder agrees to release to the Buyer a Kitten that is described as:

Breed:	Minskin
Description:	[DESCRIPTION]
Sex:	[SEX]
Date of Birth:	[DATE]
Ready Date:	[12 WEEKS FROM BORN DATE]
Name:	[GIVEN NAME]
Sire:	[DAD'S REGISTERED NAME]
Dam:	[MOM'S REGISTERED NAME]

The agreed-upon price is: **[TOTAL PRICE, DEPENDENT ON KITTEN]**

The Buyer's deposit of **[DEPOSIT AMOUNT, DEPENDENT ON TOTAL PRICE]** will be paid immediately and transferred to the Kitten by the Breeder, as mutually agreed upon by the Breeder and the Buyer per customary and reasonable business standards. The remaining **[TOTAL PRICE, MINUS DEPOSIT AMOUNT]** will be paid within 48 hours prior to the Buyer's retaining of the Kitten.

Breeder Information:

Elena and Phil [SURNAME]

Catskills Cattery

[ADDRESS]

[PHONE NUMBER]

kitties@catskillscattery.com

Buyer Information:

[NAME]

[ADDRESS]

[PHONE NUMBER]

[EMAIL ADDRESS]

The following applies to the Kitten:

1. This Kitten is guaranteed to be in good health, to the best of the Breeder's knowledge ("The Health Guarantee"). The Buyer has 48 business hours from the date of ownership to have the Kitten checked by a licensed veterinarian. Failure to have the Kitten checked by a licensed veterinarian within this time voids the Health Guarantee. After 48 business hours, the Breeder cannot be held accountable for future diagnosis of bacterial or viral infectious diseases, giardia, parasites, fungi, FELV, FIP or FIV, as they may be contracted anywhere after leaving the Breeder's care and are not the result of genetics or breeding. The Breeder is also not responsible for any health problem or injury resulting from Buyer negligence. If there is a genetic- or breeding-related health problem that cannot be rectified, the Buyer may return the Kitten to the Breeder, at the Buyer's expense, on the day following the veterinary exam, along with a veterinarian's letter clearly stating the problem. Upon return, the Kitten will be replaced with another; if one is not available, the Buyer will be placed first on the waiting list. All medical expenses are the sole responsibility of the Buyer.
2. Kittens are naturally at risk for parasites, viruses and colds, precipitated by the stress of change in environment and/or diet. Worms and other parasites, viruses and colds are somewhat common, not typically serious and easily treated, and thus not covered by the Health Guarantee. Umbilical Hernias, or 'outie' belly buttons, also, are not covered by the Health Guarantee.
3. The Kitten is guaranteed against congenital defects up until its first birthday. Should the Kitten die prior to its first birthday due to a congenital defect, the Kitten will be replaced with another; if one is not available, the Buyer will be placed first on the waiting list. The replacement is dependent upon the performance of a necropsy and certificate of proof of death due to congenital defect from a licensed veterinary histopathologist. The cost of the necropsy will be the responsibility of the Buyer.
4. The Kitten is guaranteed against HCM up until its second birthday. Should the Kitten die prior to its second birthday due to HCM, the Kitten will be replaced with another; if one is not available, the Buyer will be placed first on the waiting list. The replacement is dependent upon the performance of a necropsy and certificate of proof of death due to HCM from a licensed veterinary histopathologist. The cost of the necropsy will be the responsibility of the Buyer.

The Buyer agrees to the following:

1. The Kitten will not be released to the Buyer until the Kitten is **at least eight weeks of age for coated** and 12 weeks of age for hairless.
2. The Buyer agrees that the Kitten has been purchased as a pet only and agrees to have the Kitten spayed or **neutered after 6 months and before 1 year of age**. If the Buyer would like a copy of the registration papers, the Buyer will provide the Breeder with an original Neuter/Spay Certificate, naming and describing the Kitten, within 2 weeks of neuter/spay procedure. Once the Breeder receives the required documentation, the Breeder will forward registration papers, marked "Not for Breeding," to the Buyer.
3. The Kitten will be kept in quarantine for at least two weeks upon transfer, away from all other animals.
4. The Buyer will be patient with the Kitten as it acclimates to its new environment, not expecting too much too quickly.
5. The Buyer accepts responsibility for the physical and emotional care of the Kitten, including providing a pleasant, clean and appropriately heated indoor environment, proper nutrition, health care, companionship and space for exercise, as well as never caging the Kitten. The Kitten will be kept indoors at all times, unless on harness with leash or in carrier/crate. For the health and safety of the animal, the Kitten must not be allowed to roam outdoors.
6. The Kitten will never be collared (and only harnessed when totally unnecessary).
7. The Kitten will never be declawed. For more information on declawing, visit pawproject.org.
8. The Buyer will keep the Kitten for as long as it lives, unless unforeseen circumstances prevent it. Under *no* circumstances will the Kitten be sold, leased or given away to any pet store, animal shelter or research facility. Under *no* circumstances will the Kitten be sold, leased, given away or placed in another home without the written consent of the Breeder. If it becomes necessary for the Buyer to give up the Kitten, the Buyer will contact the Breeder, who maintains the right of first option of taking back the Kitten at no charge.
9. The Kitten will always receive prompt, top-notch medical care from a competent, licensed veterinarian. Care shall be obtained immediately upon any sign of illness. The Kitten will also receive age-appropriate exams and vaccinations.
10. The Kitten will *never* be vaccinated for FELV or FIV. If these vaccines are administered, all warranties become null and void.
11. The Buyer will promptly notify the Breeder of any developing medical conditions that may arise, and/or changes in contact information such as new mailing address, telephone number or email address.
12. The Breeder may contact the Buyer, from time to time, for updates on the Kitten.
13. The Breeder maintains the right to terminate the purchase at any time prior to the Kitten's transfer of ownership, with a full refund to the Buyer or the deposit transferred to another kitten.
14. If the Breeder finds the Kitten to be neglected or mistreated, or any part of this contract to be breached, all warranties become null and void and the Breeder retains the right to repossess the Kitten without compensation, refund or restitution to the Buyer.

Contract Notes:

This document is a legal and binding Contract and may not be altered, modified or rescinded unless agreed to in writing by the Breeder and the Buyer. The laws of the United States of America and the State of New York shall be controlling. There are no other conditions, verbal, written or implied, included within this Contract. In the event that the Buyer is found to be in violation of any of the terms in this Contract, the Buyer shall be liable to the Breeder for court mandated damages, veterinary expenses and any and all attorney and legal fees that may result in litigation pursuant to this Contract. If legal action must be taken with the Buyer's proof of fault, the case will then be tried in the State of New York, the state of the Breeder's residence. Any and all litigation regarding this Contract shall occur in the state of the Breeder.

The Breeder and the Buyer agree that this Contract shall be executed in an electronic fashion and, further, that the electronic signatures will be evidence of the two parties' agreement and consent to the terms and conditions of this Contract and constitute each's lawful signature. The Breeder's and Buyer's signatures shall be added electronically via DocuSign.com, an online document management system. By digitally signing this Contract, the Buyer further acknowledges that they have read and understood all Contract text and any attachments.

Elena [SURNAME], Catskills Cattery, Breeder

[BUYER'S NAME], Buyer