

Pixel Perfect Cats

Kitten Contract

SECTION 1:

This is a contract between _____, hereafter known as Buyer, and Anna Kulow and/or Brooks McNew of Pixel Perfect Cats, hereafter known as Seller. This contract is not transferable to any other party.

Kitten/Cat Date of Birth: _____

Kitten/Cat Identification: _____

Kitten/Cat Color: _____

Kitten/Cat Sex: _____

Kitten/Cat's Sire: _____

Kitten/Cat's Dam: _____

Purchase Price: _____

Deposit Paid: _____

Deposit Received: _____

Kitten/Cat Date of Sale: _____

Kitten/Cat is being sold: ___ as a pet. ___ with breeding rights.

Pet Kitten/Cat: ___ has been altered. ___ must be altered by 6 months age.

Breeding Restrictions: _____

A. As of the Date of Sale, any deposits paid to Seller are no longer refundable. If for any reason Buyer is unable or unwilling to purchase the kitten, no refund or other compensation will be paid.

B. Buyer agrees to purchase the above stated kitten. The balance of payment (___) is due at or before the time the kitten is collected. Payment is accepted in cash, by check, or via PayPal. Checks should be payable to Brooks McNew, and must be received at least five (5) business days in advance.

C. Buyer agrees to collect the kitten no later than sixteen (16) weeks of age. After this date, full ownership of the kitten shall revert to Pixel Perfect Cats, unless written arrangements are made for extended boarding of the kitten. No refund will be issued.

SECTION 2: (Health Guarantee)

A. Seller guarantees that this Bengal kitten/cat is purebred, and is eligible for registration in The International Cat Association. (<http://www.tica.org>)

- i. Seller shall provide the appropriate TICA registration papers.
- ii. Buyer is responsible for completing and submitting the TICA registration papers, and for paying the TICA registration fee.

B. Seller guarantees that this kitten/cat is, to the best of Seller's knowledge, free from genetic defects, congenital diseases, and is in good health at time of sale.

- i. If the kitten/cat is being shipped, it will be accompanied by a veterinary health certificate.
- ii. Seller reserves the right to delay the date of delivery or sale if necessary to ensure safety and health. If seller is unable to deliver kitten/cat for any reason, including but not limited to health or mortality, a replacement kitten of similar value will be provided. No refunds will be paid unless Seller is unable to provide a suitable replacement kitten/cat within six (6) months.

C. The kitten/cat may be returned for a full refund if it is found to be sick during the 72 hour guarantee period. The 72 hour guarantee period begins when the kitten leaves the care of Pixel Perfect Cats for shipping to or collection by Buyer. Illness must be diagnosed by a certified veterinarian.

- i. If return shipping is necessary, buyer shall be responsible for arrangements and cost. The original shipping fees, if any, are not refundable.
- ii. Failure to inform Seller within 24 hours of veterinarian's finding illness or other cause for concern will waive any rights to compensation, including replacement. Appropriate phone and email for contact are found in section 6 of this contract.
- iii. Seller shall not be responsible for paying any veterinarian fees or associated costs.
- iv. Seller is not responsible for illness or injury to kitten/cat resulting from buyer's mishandling, mistake, or accident. Furthermore, Seller is not responsible for damage or injury to other animals, persons, or property caused directly or indirectly by this kitten/cat.

D. Kitten/cat is guaranteed against serious congenital defects until two years of age. If a serious defect appears, the kitten/cat will be replaced with a kitten/cat of equal value. Buyer must notify Seller immediately if a serious congenital defect is found, and confirmation by a certified veterinarian is required. Appropriate phone and email contact methods are found in section 6 of this contract.

- i. Suspected conditions and/or inconclusive tests shall not be considered as confirmation.
- ii. Seller may require a second veterinary opinion, at Seller's expense.
- iii. No refunds will be paid unless Seller is unable to provide a suitable replacement kitten/cat within six (6) months of notification.

SECTION 3: (Buyer's Responsibilities)

A. If kitten/cat is sold as a pet, it must be altered (i.e. castrated, spayed, or neutered) before reaching six months of age. Kitten/cat's date of birth is listed in Section 1 of this contract.

i. If kitten/cat is altered before leaving the care of Pixel Perfect Cats, TICA registration papers will be provided at time of sale, or as soon as available.

ii. If unaltered at time of sale, Buyer is responsible for altering a kitten before 6 months of age, and an adult cat within 30 days of date of sale. Registration papers will be provided only after Seller has received proof of alteration of this individual kitten/cat by a licensed veterinarian.

B. Failure on Buyer's part to alter a kitten sold as a pet before 6 months of age, or an adult cat sold as a pet within 30 days of date of sale (see section 1) without written and signed approval of Seller shall constitute breach of contract.

i. In the event of contract breach due to failure to alter kitten/cat, ownership of kitten/cat, all offspring and/or monies collected from sale of offspring shall revert to Seller. Furthermore, Buyer shall yield custody and possession of kitten/cat and all offspring to Seller in a timely fashion, and cooperate in good faith to complete documents necessary for transfer of registration.

ii. In the event of contract breach due to failure to alter kitten/cat, Buyer shall be responsible for the cost of return shipping for kitten/cat, costs associated with acquiring and returning all offspring, court fees, attorney costs, monetary damages, and all other costs associated with enforcing this contract.

C. Seller recommends, and it is Buyer's responsibility to follow proper quarantine procedures when bringing a new kitten/cat into the home. Proper quarantine procedures include but are not limited to physical separation in a clean quiet area, disinfection of quarantine area, hand washing between handling different animals, and provision of separate food, water, and litter accommodations for the new kitten/cat.

i. If kitten/cat is not quarantined from other animals for a period of at least 72 hours, the refund guarantee described in Section 2C will be waived.

ii. Seller is not responsible for and shall not compensate Buyer for contagious diseases or viruses transmitted between animals.

D. Seller recommends, and it is Buyer's responsibility to have the kitten/cat thoroughly examined by a licensed veterinarian within 72 hours after kitten/cat is received. Without this examination, all rights and guarantees to refund, replacement, or any other compensation are waived.

E. If at any time a veterinarian determines that the kitten/cat is seriously ill, Buyer should contact seller immediately. Furthermore, Buyer must contact Seller before this kitten/cat is destroyed for any reason.

SECTION 4: (Health and Wellbeing)

A. Buyer is responsible for maintaining current vaccinations for this kitten/cat.

i. Seller vaccinates kittens and cats against feline panleukopenia, feline viral rhinotracheitis, and feline calicivirus. Unless Buyer's veterinarian recommends otherwise, Seller recommends maintaining (i.e. boosting) these vaccines for life.

ii. Seller strongly recommends the use of non-adjuvant vaccines whenever possible, and also the use of intranasal vaccines to reduce the risk of vaccine-related sarcoma.

B. Rabies vaccination is left to the buyer's discretion, and to the requirements of Buyer's state, county, and local regulations. It is Buyer's responsibility to comply with state, county, and local regulations involving rabies vaccine. Seller recommends the use of non-adjuvant vaccines whenever possible.

C. Feline Leukemia vaccination is left to the buyer's discretion. Seller recommends that Buyer discuss this issue with a veterinarian, and consider the disease risk in their individual situation.

D. Seller recommends against administering FIP vaccination to Bengal cats. FIP vaccine is controversial; its effectiveness remains unproven, and may actually cause FIP in some cases. Seller strongly recommends that buyer remain informed on future developments on vaccine technology.

E. Seller recommends against administering the anesthetic Ketamine to Bengal cats. Isoflurane is preferred. Buyer should discuss this issue with their veterinarian well in advance of surgery.

F. Buyer agrees that this kitten/cat will not be sold, leased, traded, or gifted to any pet shop or other breeder or persons, animal auction, research laboratory, or similar facility.

G. If for any reason, at any time, Buyer is unable to keep or provide adequate care for this kitten/cat; Seller must be contacted and shall agree to accept the kitten/cat's return, or to make arrangements for another home. Buyer may be responsible for transportation cost, unless other arrangements can be made at Seller's discretion.

i. No refunds or compensation will be made. Once returned, kitten/cat shall revert to seller's sole ownership. Buyer is responsible for good faith and timely cooperation in completing, signing, and forwarding to Seller all paperwork necessary for re-registration of kitten/cat.

H. If at any time kitten/cat is found to be malnourished, abused, neglected, or kept in poor conditions buyer shall unconditionally surrender possession of kitten/cat to Seller, or to Seller's authorized agent.

i. No refund or other compensation will be made.

ii. Seller may at any time exercise the right to have the kitten/cat examined by a veterinarian of Seller's choosing at seller's cost.

I. Buyer agrees that kitten/cat will be kept indoors (not allowed to roam freely outside) in a clean environment, given proper nutrition, health care, and affection.

J. Due to many factors involved in rearing and caring for this kitten/cat that are beyond Seller's control, there are no guarantees for kitten/cat's personality or temperament.

SECTION 5: (Breeding)

A. If kitten/cat is sold with breeding rights, Buyer agrees to the following conditions:

i. To abide by accepted TICA good practices.

ii. To conduct breeding in an ethically responsible manner.

iii. To abide by any breeding restrictions listed in Section 1 of this contract.

B. Seller cannot guarantee show performance, contest wins, or that kitten/cat will earn title awards.

C. If kitten/cat is sold with breeding rights; a fertility guarantee is in effect. In case of infertility, kitten/cat may be exchanged for a similar kitten/cat under the following conditions:

- i. Infertility caused by an injury, illness, infection, or veterinary medical procedure occurring after Buyer has taken possession of kitten/cat shall not entitle Buyer to a replacement kitten/cat.
- ii. Infertility shall not be determined until the kitten/cat has failed to produce offspring after one year of attempted breeding while following responsible, controlled breeding practices.
- iii. Seller reserves the right to attempt breeding the kitten/cat to a proven mate of known fertility for a period of up to six months before infertility is conclusively determined.
- iv. No refunds will be paid unless Seller is unable to provide a replacement kitten/cat within 6 months after infertility is determined.

D. Kitten/cat shall not be co-owned, loaned, leased, or re-sold for breeding purposes. No re-registration, transfer of ownership, or other devious means of circumventing these restrictions will be tolerated.

SECTION 6: (Includes contact information)

By signing, Buyer acknowledges that he/she has read, understands, agrees to, and has received a copy of this contract. This contract is legally binding to the Parties. Neither Party shall have the right to modify this contract except by mutual agreement, in writing. Changes and additions must be initialed and dated by both Parties. This contract applies to the Parties listed below.

This Agreement shall be final and binding upon Buyer and Seller and shall be governed by the laws of the State of Maryland. In the event of a dispute, the prevailing party shall be entitled to his/her attorney's fees.

IN WITNESS WHEREOF, the Parties have executed and delivered this Contract:

Buyer: _____

Signature: _____ Date: _____

Address: _____

Phone: _____ Email: _____

Seller: _____

Signature: _____ Date: _____

Address: _____

Phone: _____ Email: _____

Phone: _____ Email: _____