

## **CATABELLA BIRMANS**

Mary J. Richards

## **Sales Contract**

Born on	, Color,			
Sex	, CFA Registration No			
Sire				
Dam				
is herew	ith sold by, hereinafter referred to as the Seller,			
to	, hereinafter referred to as the Purchaser(s)			
for the p	surpose of: Show, Breeding, for the agreed upon price of \$ and that			
both Sel	ler and Purchaser(s) agree to the following:			
1	. Under no circumstances will the cat be sold, leased or given to any pet shop, research facility, shelter, Humane Society or rescue facility. If the Purchaser(s) cannot keep this cat it must be offered back to the Seller, in writing, before other options are pursued. The repurchase price will be the original price less \$200.00 for each kitten produced, down to a minimum of \$200.00. All transportation costs and other expenses associated with the return shall be at the cost of the Purchaser(s).			
2	. Adequate indoor facilities will always be provided, and the cat will not be allowed to roam unrestrained out-of-doors, or have contact with other cats that go outside unrestrained.			
3	. The Purchaser(s) agrees to provide proper veterinary care, proper nutrition, fresh water and a clean living environment for this cat at all times.			
4	If this cat is found by the Seller to be neglected or mistreated the Purchaser(s) will surrender said cat to the Seller unconditionally. No money will be exchanged.			
5	. Under no circumstances will this cat be declawed.			
6	This cat may only be shown if designated above as show, and if so designated may only be entered for competition in shows held under the auspices of the Cat Fanciers Association.			
7	. This cat has received vaccinations for panleukopenia, rhinotracheitis and calici virus. Those dates were:			

Annual vaccinations are due 1 year from the last date given.

Page 1 of 2: Seller Initials: \_\_\_\_\_ Purchaser(s) Initials: \_\_\_\_\_

## **Catabella Birmans Sales Contract Continued:**

- 8. The Seller operates a FeLV negative cattery and has sold this cat in good health. Vaccinations are current. If within seventy two (72) hours of sale the Purchaser(s) believes the cat to be sick it is to be returned to the Seller for replacement with a comparable cat, or later return to the Purchaser(s) in "well" condition or refund of the purchase price. If the Purchaser(s) takes the cat to a veterinarian during this period any expenses incurred shall be the responsibility of the Purchaser(s). Further, any veterinarian expenses incurred after the first seventy two (72) hours are also the Purchaser's responsibility. Due to environmental changes the Seller cannot guarantee the cat's health longer than seventy two (72) hours. The seller accepts no liability for vaccinations or medications given by the Purchaser. All guarantees are voided in the event the cat is given vaccines for feline leukemia, F.I.P. or ringworm.
- 9. If placed as a breeding cat the Purchaser(s) and Seller also agree to the following:
  - a. The Purchaser(s) agrees to inform the Seller in writing of any intent to alter a breeding cat before doing so, and give the Seller the option of repurchasing the cat.
  - b. The cat cannot be re-homed, sold or leased without written consent of the Seller.
  - c. The Purchaser(s) agrees to inform the Seller in writing of any intent to place this cat's progeny into breeding homes, and agrees to comply with the recommendations made by the Seller regarding such placements.
  - d. If the cat named in this contract is a whole (unaltered) male to be used for breeding the Purchaser(s) must obtain written consent from the Seller before breeding this male to any cat other than one owned by and living in the residence of the Purchaser(s).
  - e. Due to circumstances that may be beyond his control, the Seller does not guarantee the breeding or showing capabilities of this cat. Any refund or replacement for these reasons will be considered according to the circumstances and length of time since purchased.
  - f. Failure of the Purchaser(s) to comply with any conditions contained within this paragraph, nine (9), will require the Purchaser(s) to pay liquidated damages to the Seller on demand in the amount of \$\_\_\_\_\_\_ for each occurrence.
- 10. In addition to the liquidated damages in paragraph 9 (f) of this agreement, violations of any part of this contract will allow the Seller to repossess the cat, and no money will be paid by the Seller to the Purchaser(s). Any attorney's fees or court costs that should arise from breach of this contract, by either party, will be paid by the party that breached the contract. Further, in the event this agreement is breached the Purchaser(s) and Seller agree to grant jurisdiction to litigate disputes in the state and county the Seller resides in.

Signature indicates acceptance of all the above stated terms. Any changes to this sales agreement must be initialed by both the Purchaser and the Seller.

Purchaser's Signature:		Date:	
Purchaser's Signature:		Date:	
Purchaser's Address:			
Purchaser's Phone Number:	E-Mail:		
Seller's Signature:		Date:	