

# Sweetharmony's Breeder Quality SAMPLE CONTRACT

## Contract and Health Guarantee

This Agreement is made and entered into this day of and between **Sweetharmonys Persians & Exotic Shorthair**, Daniela Lautenschlager (hereinafter known as Seller ) and \_\_\_\_\_, (hereinafter known as Buyer ).

1. Seller agrees to sell, and Buyer agrees to buy, one purebred Persian/Exotic Shorthair described as follows:

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_ Color: \_\_\_\_\_

from the parents:

SIRE: \_\_\_\_\_ FIFe #: \_\_\_\_\_

DAM: \_\_\_\_\_ FIFe #: \_\_\_\_\_

**2. Payment in Full.** The purchase price will be €\_\_\_\_\_, plus any shipping charges and/or delivery charges making a total balance due of €\_\_\_\_\_. The total amount due must be paid in full prior to Buyer taking possession of the above-described kitten. Once Buyer takes possession of the above-described kitten all rights and responsibilities of ownership is the sole responsibility of Buyer (including, but not limited to, veterinarian costs).

**3. Deposit and Hold.** Buyer has read, understands, and agrees to our deposit and hold policy as described as follows: Buyer is making a non-refundable deposit of one-half (1/2) of the amount of the purchase price as stated above. The deposit amount is €\_\_\_\_\_ to reserve the above-described kitten. This deposit amount does not include any shipping and/or delivery charges. This deposit is non-refundable except if Seller cannot provide a kitten to Buyer for some unforeseen reason.

**4. Balance Due.** The balance of the purchase price in the amount of €\_\_\_\_\_, plus any shipping or delivery charges in the amount of €\_\_\_\_\_, must be paid in full as follows:

**a.** If kitten is being shipped or delivered to Buyer - Buyer must pay to Seller in the agreed-upon form of payment the total cost of the shipping one week (7 days) prior to the shipping date. The balance due will have to have cleared our bank by , in order for Sweetharmonys Persians & Exotic Shorthair to relinquish kitten to Buyer.

**b.** If kitten is being picked up by Buyer - if payment is made by cash, the balance is due on the day Buyer picks up the kitten. If payment is being made by credit card or PayPal, the balance is due 48 hours prior to the kitten being picked up.

**5. Payment Method(s).** Buyer has the choice of making payment(s) with cash, credit card (via PayPal), or PayPal. If Buyer chooses to use PayPal for payment, then Buyer agrees to add 3.9% to the total cost of the kitten and pay such amount.

**6. Shipping or Delivery Charges.** Shipping charges are **approximately** €\_\_\_\_\_. Buyer has read, understands, and agrees to the following shipping policy: Buyer is responsible for all shipping charges, airline-approved crate (carrier), veterinarian's health check and issuance of the health certificate, any comfort items for the kitten (i.e., bedding, toys), and food. All of the afore-mentioned shipping costs are included with the total shipping costs of **approximately** €\_\_\_\_\_. Buyer must pay to Seller in the agreed-upon form of payment the total cost of the shipping one week (7 days) prior to the shipping date of the kitten. If said funds are not received and cleared Seller's bank, the kitten will not be shipped or delivered to Buyer and the deposit will be forfeited and the kitten may be sold to someone else. Buyer must read, agree to, sign, and return the Contract of Sale to Seller prior to shipping or delivery of this kitten.

**a.** Buyer understands and agrees that the kitten will not be shipped out in unacceptable weather temperatures (i.e., the temperature must be above 40° degrees and below 70° degrees in BOTH Cyprus and the city where the kitten is to be shipped to).

**b.** Buyer understands and agrees to telephone or e-mail Seller immediately upon receipt of the kitten to confirm receipt.

**c.** Buyer understands and agrees to inform Seller, in writing, within 48 hours of receipt of the kitten, if there are any health concerns then such notice must be accompanied by a written explanation of the specific health concern and severity of such health concern, by a qualified, licensed veterinarian. At that time, Buyer has the option of returning the kitten, at Buyer's sole expense, within 48 hours of receipt of the kitten of cat. After 48 hours from receipt of the kitten, Sweetharmonys Persians & Exotic Shorthair will not accept the return of the kitten unless prior written arrangements have been made between Buyer and Seller.

If possible, Sweetharmonys Persians & Exotic Shorthair prefers to meet all of our Buyers. If Buyer is within Cyprus, Seller may arrange to meet Buyer at a mutually agreed upon place for the delivery of the kitten. Buyer understands and agrees that if Seller travels to meet Buyer to deliver the kitten, a delivery charge will be added to the cost of the kitten. Buyer must pay to Seller in the agreed-upon form of payment the total cost of the delivery charge one week (7 days) prior to the delivery date. The balance due will have to have cleared our bank by \_\_\_\_\_, in order for Sweetharmonys Persians & Exotic Shorthair to relinquish kitten to Buyer. If said funds are not received and cleared Seller's bank, the kitten will not be delivered to Buyer and the deposit will be forfeited and the kitten may be sold to someone else. Buyer must read, agree to, sign, and return the Contract of Sale to Seller prior to shipping or delivery of kitten.

**7. Conveyance.** Seller agrees to execute and deliver to Buyer the FIFe registration paperwork and/or Certificate of Registration conveying ownership of the above-described kitten to Buyer upon payment of the total purchase price, and any shipping and/or delivery charges, if applicable. In the event, the kitten is being shipped, all original FIFe registration paperwork, health record book, and any other documentation will be placed in the U.S. certified mail, return receipt requested, to Buyer, the same day the kitten is being shipped.

**8. Return Policy, Health Guarantee and Health Guarantee-Exceptions.** Sweetharmonys Persians & Exotic Shorthair is a PKD, FIV and FeLV free cattery. To the best of Seller's knowledge, the above-described kitten is progeny of animals that are healthy. Buyer understands and agrees that in order to validate the Health Guarantee, Buyer must isolate the kitten from any other animals in the Buyer's home until after a qualified, licensed veterinarian performs the health check. Buyer is required to have the health check on the above-referenced kitten within 48 hours (two business days) of Buyer's receipt of said kitten by a qualified, licensed veterinarian. Buyer agrees to provide to Seller copies of all the kitten's or cat's medical records on the veterinarian's business letterhead. Buyer must provide copies of the medical records to Seller within three (2) days of the veterinarian's first examination of said kitten and such records must be dated within 48 hours after Buyer's receipt of the above-referenced kitten. Failure to have the kitten examined by a qualified, licensed veterinarian within 48 hours (two business days) of Buyer's receipt of said kitten, will make any health guarantees in this Agreement null and void. Such health check must be performed within 48 hours from Buyer's receipt of the above-described kitten. After 48 hours have elapsed, Buyer assumes all responsibility of ownership of this kitten, including, but not limited to veterinarian costs.

**a.** If the above-described kitten is taken to a licensed veterinarian within 48 hours of delivery, and is found to have a serious health problem that will affect the life span or life enjoyment of the kitten, then Sweetharmonys Persians & Exotic Shorthair will offer an exchange for the above-described kitten with a kitten of equal quality from the first available litter born. Buyer is solely responsible for all expenses related to the return of the kitten to Seller, and Buyer must execute any and all necessary paperwork to convey all interest in said kitten back to Seller. Further, if Buyer accepts a replacement kitten, Buyer is solely responsible for all shipping and/or delivery expenses.

**b.** If, a qualified, licensed veterinarian, as set forth in paragraph 8, above, upon examination and testing of the above-described kitten of cat discovers that said kitten suffers from a mild congenital defect unknown at the time of sale, which does not affect its' life span or quality of life, there will be no compensation, refund, or return of the cat or kitten. Under no circumstances will seller be obligated to buyer for a cash refund or veterinarian costs.

c. If, a qualified, licensed veterinarian, as set forth in paragraph 8, above, upon examination and testing of the above-described kitten discovers that said kitten suffers from a congenital defect, as outlined in paragraph 8i, below, unknown to Seller at the time of sale, and no replacement is available at that time, Seller reserves the right to furnish a replacement kitten on an availability basis ONLY with a cat or kitten of similar quality. If a kitten of equal quality to the above-described kitten cannot not be made within twenty-four (24) months from the date of this Agreement, then Buyer agrees to accept a replacement kitten of any color, and/or sex. Buyer understands and agrees to make a choice from what is offered. No replacements will be made until all registration papers, health records, a signed statement from the veterinarian, and all medical records for the above-referenced kitten are returned with said kitten. A new contract will be signed on the replacement kitten. If Buyer fails to return such documentation related to this issue to Seller, Buyer hereby waives his/her right to exchange the kitten.

**\*\*NOTE\*\*** Seller reserves the right to have a second opinion provided by a veterinarian of her choice, at her own cost. Under no circumstances will seller be obligated to buyer for a cash refund or veterinarian costs.

i. Congenital defects are limited to the following: Polycystic kidney disorder (PKD), cardiomyopathy, entropions, cataracts (cataracts may undergo spontaneous resorption within the first year [i.e., disappear]; if not, and if the retina is working, surgery may be needed.), degeneration of the retina, cleft palates and cleft lips, megaesophagus, portosystemic shunt (liver), patent ductus arteriosus (PDA), seborrhea oleosa, amyloidosis, and mucopolysaccharidosis.

d. Buyer has the right to return the above-described kitten for up to one (1) year from the date of this Agreement for a replacement kitten of equal quality (excluding shipping and/or delivery charges), ONLY IF a qualified veterinarian sends to Seller a signed certification (on the veterinarian's business letterhead) that the kitten has any fatal congenital defect that can not be treated. A detailed statement by the examining veterinarian, along with copies of all medical records, x-rays, lab work, and notes MUST accompany the signed certification and will precede the return of the kitten. This certification must state what the fatal congenital defect is, the treatment, approximate cost, and the origination of the problem. Seller reserves the right to get a second opinion, at her expense, by a veterinarian of her own choice. Arrangements for the return of the above-described kitten must be agreed to, in writing, by Seller and Buyer prior to the Buyer sending the kitten back to Seller. Buyer is solely responsible for all delivery and/or shipping costs related to returning of the above-referenced kitten to Seller. Under no circumstances will seller be obligated to buyer for a cash refund or veterinarian costs.

e. **Extended Health Guarantee.** In addition to the health guarantee set forth above, Seller provides a five (5) year guarantee that the cat is fertile and without any known genetic defects which would interfere with the cat's stated purpose of a breeding animal. All medical records, test, x-rays, etc. must be provided to Seller prior to the activation of paragraph 8e. After a review of all pertinent medical records by Seller's veterinarian, he/she will make the final decision as to whether paragraph 8e, will apply. The terms and conditions of the health guarantee as outlined above, including the necessity to conduct an necropsy and provide Seller with all documents from Buyer's veterinarian to indicate the specific tests and screening mechanisms used to identify any congenital defect will also be provided to Seller.

(1) A genetic defect must be discovered through breeding to no less than two (2) males of significantly different lineage.

(2) A replacement kitten will not be provided to Buyer before Buyer provides to Seller written verification from a qualified, licensed veterinarian that the above-described kitten has been spayed/neutered or is deceased.

(3) Fertility is not guaranteed when the cat has contracted a genital and/or reproductive tract bacterial infection, or when the cat has contracted a virus known to affect fertility and/or viability of fetus or newborns.

(4) Fertility is defined as the cat delivering live kittens.

ii. Buyer understands and agrees that the health guarantee as outlined in paragraph 8d and 8e, above, does not cover any condition stemming from the Buyer's neglect, illnesses, or accidents, that the kitten came in contact with while in the Buyer's care, including, but not limited to, blood transfusions, vaccination reactions, including mishaps occurring during shipping, use of clumping cat litter, and death due to surgical procedures.

iii. If the kitten is being shipped, the guarantee does not cover fleas, ear mites or fungus, since these conditions

can be acquired during shipping to Buyer's home. Seller takes every precaution to keep kittens and cats free of fungus and parasites.

iv. Buyer understands and agrees that any health guarantee applies only to the original Buyer, named on page one of this Agreement. Buyer understands and agrees that the kitten must be under the regular care of a veterinarian.

v. Buyer understands and agrees that he/she will remain solely responsible for any costs incurred in returning the cat to Seller, as well as all of the costs incurred in any veterinary examination.

vi. No refunds will be made for a dead kitten. A replacement kitten will be made, only if a qualified, licensed veterinarian, trained in such procedures, performs a necropsy and such report is provided to Seller, and such report states that the above-described kitten died of a fatal congenital defect (as outlined in paragraph 8, above) and could not be treated. Seller is not responsible for any veterinarian or medical costs whatsoever.

vii. Buyer understands and agrees that he/she assumes all responsibility for the above-described kitten from when Seller delivers the kitten to Buyer; or if the kitten is being shipped, then Buyer assumes all responsibility for the kitten when it is delivered to the shipper/airline.

viii. Buyer understands and agrees that he/she is solely responsible for any costs incurred in returning the kitten to Seller, as well as, but not limited to, the cost of the veterinary examination and health certificate.

ix. Buyer understands and agrees that failure to have the kitten examined by a qualified, licensed veterinarian within 48 hours of delivery (two business days) of Buyer's receipt of said kitten will make any health guarantees in this Agreement null and void.

x. Buyer understands and agrees that Seller has made no claims as to the above-described kitten's possible potential, or future health as the environment in which said kitten is transferred can greatly impact said kitten's or cat's well being. Buyer further understands and agrees that Seller has made no claims as to the ability of the above-described kitten to earn awards as this kitten is being sold as "Breeder Quality" and not as a "Show Quality" animal.

**9. Health Record.** The above-described kitten has had age appropriate vaccination(s) and preventative worming(s), which have been documented in the health record book provided to Buyer. Seller is not responsible for parasites or disease that this kitten may contract through transportation from Sweetharmonys Persians & Exotic Shorthair to the Buyer's home.

**10. Care of This Kitten.** Buyer agrees that he/she is not acting as an agent in the purchase of this kitten; and, that the kitten will reside at the home of the Buyer, it will not be allowed to be an outdoor cat, and will be provided with proper diet.

**a.** Buyer agrees to continue giving this kitten vitamin supplement throughout its life. **If Buyer fails to give this kitten a daily vitamin, the health guarantee is null and void.**

**b.** Buyer agrees to feed this kitten only \_\_\_\_\_ cat food. **If Buyer fails to continue giving this kitten \_\_\_\_\_ cat food, the health guarantee is null and void.**

**c.** Buyer understands and agrees that under **NO** circumstances will the above-described kitten be sold, given away, traded, leased or donated to any pet shop, humane society, research laboratory or any similar facility.

**d.** Buyer agrees to provide necessary vaccinations and adequate health care including proper tooth care for the life of this kitten. Yearly check-ups and booster vaccinations (including rabies, if required by your veterinarian) are required and should be brought up-to-date on the health record provided to Buyer at the time of purchase. **Any Kitten vaccinated for FIP, FIV, or FeLV voids all health guarantees.**

**e.** Buyer agrees to keep the kitten in a safe environment and not allow this kitten to run at large under any circumstances, and under no circumstances, will Buyer allow any children, child or adult to harass or mistreat the above-described kitten.

f. Buyer understands and agrees that after the delivery date herein of the above-described kitten, that Seller is not responsible for any veterinary or other professional bills/costs incurred on behalf of said kitten. Buyer further understands that if there is a question as to whether the kitten requires medical attention, a veterinarian will be contacted, the problem explained to said veterinarian and, any advice that veterinarian gives to Buyer will be immediately acted upon to insure the health and well being of this kitten.

**11. Use.** Buyer understands and agrees that the above-described kitten was purchased as a Breeder Quality animal, and not a Show Quality animal. Further, Buyer understands and agrees that by acceptance of this kitten that this is intended to be a permanent placement for said kitten.

a. Buyer understands and agrees that this kitten will not be shown unless, and until, Buyer receives written permission from Seller to do so. Further, Buyer understands and agrees that in the event that this kitten is shown, said kitten will be shown a minimum of one (1) time in a kitten competition, and in the event the kitten attains the title of Champion, Buyer agrees to show this kitten a minimum of three (3) times.

b. Buyer understands and agrees that the above-described kitten can be used for breeding purposes. It is also understood by the Buyer, that if this cat is a female, that it will **NOT BE BRED** until she has reached the age of one (1) year. If she has not produced a litter by the age of two (2), after being bred at least three (3) times to a proven male, a female kitten of comparable quality will be provided when available. Male cats are not to be used as a stud until they are at least one (1) year of age. A male cat that is not breeding by the age of three (3) years or do not have two (2) descended testicles by the age of nine (9) months will be replaced with a male kitten of comparable quality when available. Buyer must provide the above-described cat's medical records to Seller in order to make a claim for a replacement cat under the provision of paragraph 11b.

c. Buyer understands and agrees that under no circumstances shall the Buyer re-sell, lease out, trade, give away or gifted to a third party or, surrender this cat or kitten, or any of its offspring, to any pet shop, research laboratory, or similar facility.

d. Buyer understands and agrees that under no circumstances shall this cat or kitten, or any of its' offspring, be re-sold, leased out, given away, or gifted to a third party without prior written approval of the Seller. It is mutually understood that both Seller and Buyer shall agree upon such placement and terms of placement.

e. Buyer understands and agrees that the health guarantee and any other guarantees are null and void should any and all types of cosmetic and/or elective surgery be performed on the above-described kitten.

**12. Address, Telephone and Other Contact Information.** Buyer and Seller both agree to provide each other with updated address, telephone numbers, email and other contact information within one week (7 days) if either of them re-locate from the address and/or telephone numbers on this contract.

**13. First Right of Refusal.** If, for any reason, Buyer is unable to keep this kitten, Seller shall be given the first right of refusal. Buyer will first offer the cat or kitten, intact, to the Seller for no more than the original purchaser price. If Seller accepts this kitten back, at the sole expense of Buyer, the kitten shall be returned to Seller's possession and control, and Buyer shall execute all necessary documents to transfer ownership back to Seller. If Seller is unable to take said cat, then said cat will be neutered or spayed prior to be sold. Buyer will provide to Seller all pertinent information as to the placement of said cat (i.e., name, address, etc. of new Buyer).

**14.** Buyer understands and agrees that his/her failure to comply with any provision of this Agreement may detrimentally affect the reputation of Sweetharmonys Persians & Exotic Shorthair.

**15.** Buyer understands and agrees that any and all legal action, which may arise under any provision of this Agreement, will be brought in the State, County and City of Seller's residence. **Buyer Will Be Responsible for All Court Costs Involved Due to Breach of Contract.**

**16. Entire Agreement.** This instrument is intended by both Seller and Buyer to be a final expression of their agreement and, as a complete and exclusive statement of its terms. No representations, understandings or, agreements, whether verbal or written, have been made or relied upon in the making of this Agreement other than those specifically set forth herein. Only an agreement signed by both parties may modify this Agreement.

**17. Amendments to this Agreement.** It is mutually understood by both Seller and Purchaser that any changes and/or additions to this Agreement must be initialed by both parties.

**18. Severability.** The invalidity, illegality, or unenforceability of any one or more provisions of this Agreement shall in no way affect or impair the validity, legality or enforceability of the remaining provisions herein, such provisions shall remain in full force and effect.

**19. Remedies.**

**a. Cumulative.** All of Seller's rights hereunder are separate and cumulative, and no one of them, whether or not exercised, shall be deemed to be an exclusion of any of the other rights and shall not limit or prejudice any legal or equitable right which Seller may have.

**b. Seller's Right to Injunction.** In the event of a breach by Buyer of the duties provided in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, (and paragraph 20, if applicable), it is understood that Seller's reputation as a breeder of Persian kittens will be irreparably harmed thereby and that Seller has no adequate remedy at law. Seller shall, therefore, have the right to bring an action in equity and to enjoin Buyer from engaging in the continuation of such practices or actions and also to recover reasonable attorney fees and costs of suit incurred in that action.

**20. Additional Agreements.** None.

Buyer \_\_\_\_\_ Seller \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**This Contract Is Made and Signed by Both Parties to Ensure the Well-being and Protection of this Kitten. This Contract Constitutes the Full Agreement Between Buyer and Seller. No Other Warranty, Verbal or Written, Is Implied.**