

# Sweetharmony's Pet 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. The 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 Larnaca 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. Spay/Neuter Agreement.** None. Buyer fully understands that this kitten has been altered prior to Buyer receiving this kitten.

**8. 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 at the time Buyer receives this kitten.

**9. Health Guarantee.** 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. This Health Guarantee is for a congenital defect which is more commonly known as a birth defect. Most are present at or near birth. Seller guarantees the above-described kitten against life-threatening congenital defect until this kitten is five (5) years old. This is a limited guarantee and the Seller must be notified, in writing, when the congenital defect is first detected. This guarantee is unenforceable after the kitten passes the age of five (5). 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.

If a claim for any of the above-referenced congenital defects is made, written verification (on company letterhead) from a qualified, licensed veterinarian must be provided to Seller with a description of the kitten's congenital defect and their opinion as to seriousness of the defect. Seller reserves the right to have the kitten re-inspected by its own veterinarian for confirmation of the defect before replacing the kitten. In this event, the kitten will be replaced with a comparable replacement when one becomes available. Comparable replacement will be like sex and color. Buyer is solely responsible for any and all delivery and/or shipping related expenses. The kitten described in this Agreement does not have to be deceased nor returned to Seller in order that Buyer is able to make a claim for congenital defect and receive a replacement kitten. UNDER NO CIRCUMSTANCES WILL SELLER BE OBLIGATED TO BUYER FOR A CASH REFUND OR VETERINARIAN COSTS.

a. A pet-quality kitten may have one or more faults (including those in the FIFe Persian cat standard) which does not diminish its value as a pet and companion. Faults may include, but are not limited to, an undescended testicle, a bite that is off, ears that are too small or too large.

**10. Return Policy, Health Guarantee and Health Guarantee - Exceptions.** If the above-described kitten is taken to a licensed veterinarian within 48 hours of delivery (excluding weekends or holidays), 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 or if there is a kitten not spoken for in this kitten's litter. 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.

**a.** If the above-described kitten is discovered to suffer from a mild congenital defect unknown at the time of sale, which does not affect its lifetime or quality of life, there will be no compensation, refund, exchange, or return of the kitten. Under no circumstances will Seller be obligated to Buyer for a cash refund or veterinarian costs.

**b.** If the kitten suffers from any congenital defect as outlined in paragraph 9, above, and no replacement is available at that time, Seller reserves the right to furnish a replacement kitten on an availability basis ONLY with a kitten of similar quality. If a kitten of equal quality to the above-described kitten cannot be made within one (1) year of the date Seller is notified by Buyer of such defect, then Buyer agrees to accept a replacement kitten of any color, and/or sex. If not, Buyer will lose all interest, monies, and replacement options and will relinquish all rights to a replacement kitten. A new contract will be signed on the replacement 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.

**c.** If Buyer chooses, he/she may return the above-described kitten for up to five (5) years from date of purchase, IF a qualified veterinarian sends to Seller a signed certification (on company 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 for health reasons. 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 the delivery or shipping charges related to returning the kitten to Seller. Further, Buyer will execute all necessary paperwork to transfer ownership back to Sweetharmonys Persians & Exotic Shorthair prior to the kitten being delivered or shipped back to Seller. Under no circumstances will Seller be obligated to Buyer for a cash refund or veterinarian costs.

**d.** 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 9, above), and could not be treated. Seller is not responsible for any veterinarian or medical costs whatsoever.

**e.** Failure to have the kitten inspected by a certified veterinarian, within 48 hours of delivery (2 business days) of the above-described kitten voids any and all health guarantees.

**f.** If the kitten is being shipped, the guarantee does not cover fleas, ear mites or fungus, since these can be acquired in route to Buyer's home.

**g.** 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.

**h.** 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.

**i.** Buyer understands and agrees that the five (5) year guarantee 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, and death due to surgical procedures, including mishaps occurring during shipping.

j. Buyer understands and agrees that the five (5) year guarantee only applies 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.

**11. 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.

**12. 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 **OR** in the alternative, Buyer agrees to feed this kitten the for information on where to purchase daily supplement. **If Buyer fails to give this kitten either vitamin OR the Daily Supplement on a daily basis, 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.

**13. Use.** Buyer understands and agrees that the above-described kitten was purchased as a **Pet Quality animal**, and not a Show Quality animal. A pet-quality kitten may have one or more faults (including those in the FIFe Persian cat standard) which does not diminish its value as a pet and companion. Faults may include, but are not limited to, an undescended testicle, a bite that is off, ears that are too small or too large. Further, Buyer understands and agrees that by acceptance of this kitten that this is intended to be a permanent placement for said kitten.

**14. 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.

**15. First Right of Refusal.** If, for any reason, Buyer is unable to keep this kitten, Seller shall be given the first right of refusal. 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, and Buyer has found an appropriate new home, Buyer will provide to Seller all pertinent information as to the placement of said cat (i.e., name, address, etc. of new Buyer). Under no circumstances will Seller be obligated to Buyer for a cash refund, and including but not limited to, veterinarian costs, shipping, and original purchase price of the above-described kitten.

16. 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.

17. 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.**

18. **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.

19. **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.

20. **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.

**21. 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, 19, 20, 19, 20, and 21, (and paragraph 22, 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.

22. **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.**