

ROYAL DEVONS CATTERY

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KITTEN PURCHASE CONTRACT

In the following contract agreed upon by both parties in a condition of sale of the Male/Female
Microchip/Registration number: _____ **Devon Rex kitten,**

Kitten: _____,

Sire: _____,

Dam: _____,

“ROYAL DEVONS CATTERY” will be referred to as “the **Breeder**”

and “ _____ ”,

Address _____

Phone _____, e-mail: _____ will be

referred to as “the **Buyer**”.

In consideration of a purchase price of \$ _____ (Inclusive of \$300 non-refundable deposit), the **Breeder** transfers all rights, privileges and responsibilities associated with the ownership of the above described kitten to the **Buyer** with the following conditions subsequent. The **Breeder** and the **Buyer** agree that Ontario laws apply to this contract and to have any dispute settled in an Ontario Court of Law.

GUARANTEES BY THE BREEDER

1. This Devon Rex kitten is CCA/TICA registrable and the **Breeder** will provide CCA/TICA papers upon pick up or via mail.
2. This Devon Rex kitten is **pet quality**. Therefore, it is being placed on a Pet Class, Non-Show Agreement. The **Buyer** should understand that the **Buyer** cannot show this kitten in CCA/TICA Conformation shows. It is understood that this Devon Rex kitten is sold only as a family companion, and is not intended or represented by the **Breeder** as a show animal.
3. The Devon Rex kitten is free from any genetic problem that would keep the cat from living a normal life as a pet. In the event of a genetic health problem comes out before a kitten will be 12-month-old, the **Breeder** requires a statement from and contact information of the **Buyer's** licensed veterinarian and concurrence with the **Breeder's** veterinarian before a replacement kitten of equal quality from the next available litter will be due to the **Buyer**. **Breeder is not responsible for any vet bills incurred.**
In case of death, the **Breeder** requires the **Buyer** to perform an autopsy from his own expense. Should the veterinarian state that the health condition was caused by or contributed to poor nutrition, an accident or injury, or anything beyond the scope of the **Breeder's** responsibility; the health guarantee will **NOT** apply.
4. The kitten **MUST** be checked within **72 hours** by a licensed veterinarian of your choice or the **health guarantee is null and void**.
5. This Devon Rex kitten is guaranteed to be free of any disease at the time of sale. The kitten has been checked by a licensed veterinarian 3 times, received 2 of his/her age appropriate vaccinations, microchipped, spayed/neutered and de-wormed several times. We recommend that the Rabies vaccine be given to the kitten at 1 years of age. Due to some kittens have been known to have a sever reaction.

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6. If for any reason the **Buyer** is unhappy with this kitten, the **Breeder** will take this kitten back immediately. Transportation is the responsibility of the **Buyer**.

• In case kitten is returned within the 72 hours after purchase, due to health issues; the Breeder may opt to:

1. replace the kitten from the next available litter,
2. refund the original purchase price (minus \$300 nonrefundable deposit) of the kitten

NOTE: IF THE **BUYER** IS NO LONGER ABLE TO KEEP THIS KITTEN,

1. THE **BREEDER** MUST BE NOTIFIED IMMEDIATELY
2. THE KITTEN **MUST** BE RETURNED TO THE **BREEDER**
3. THE **BUYER** MAY REHOME THE KITTEN ONLY UNDER THE **BREEDER'S SUPERVISION**

THE **BUYER** **MUST** COMPLETE the following:

- GIVE AGE APPROPRIATE VACCINATIONS
- THE **BREEDER** MUST SIGN WRITTEN PERMISSION FOR CHANGING OWNERSHIP OF THE KITTEN

7. The **Breeder** has the right to terminate this contract and cancel or refuse the sale or placement of this kitten, at any time for any reason OR no reason. The **Breeder** is NOT obligated to give an explanation to the **Buyer** upon refusal of the sale. The **Breeder** will refund the full amount to the **Buyer**, including the deposit.

8. **Breeder** prohibits you from posting disparaging or defamatory statements about the **Breeder** and/or cattery, including avoid social media (Google, Facebook, Instagram etc.) communications that might be misconstrued in a way that could damage the **Breeders** goodwill and business reputation, directly or indirectly.

In case kitten is returned by the BUYER after 72 hours from the day of purchase, the BREEDER WILL accept the kitten; NO REFUND WILL BE PROVIDED TO THE BUYER.

GUARANTEE BY BUYER

1. The **Buyer** agrees to exercise normal care in maintaining this kitten's health. Routine preventative care includes the following: annual exams by a licensed veterinarian, annual vaccinations, annual fecal exams and continual parasite prevention. Normal care assumes that the **Buyer** will feed and provide fresh filtered water for this cat, as well as give attention and love to this cat daily and proper grooming so that the coat is kept clean. If the **Buyer** is found to be abusing or neglecting this cat by not following these most basic guidelines, the ownership of the cat will immediately revert to the **Breeder** who may immediately assume possession of the cat. The **Breeder's** reasonable attorney fees for recovery of the cat in such a situation will be paid for by the **Buyer**.

2. This kitten will receive adequate socialization to make it a good pet. The **Buyer** agrees that this kitten is NOT to be left in a secluded area or cage as its home. The **Buyer** vows that this kitten will become a member of the family. This is to assure proper development and maintenance of the temperament and the happiness and well-being of the cat.

3. Photos of this kitten will be furnished to the **Breeder** at 6 months and 1 year of age. Of course, the **Breeder** would like to have even more photographs, but these bare minimums are required as a condition of sale.

4. **This kitten will NOT be declawed.** Failure to comply with this requirement will entitle the **Breeder** to a monetary fine in the amount of \$5,000.00 (Five thousand dollars), paid by the **Buyer** because of Breach

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of Contract. The **Breeder's** reasonable attorney fees for recovery of the cat or the collection of the fine will be paid by the **Buyer**. Additionally, rights and ownership of the cat will immediately terminate and revert to the **Breeder** who may immediately assume possession of the cat.

5. If the **Buyer** is unable to or does not want to keep the kitten, kitten will be returned to the **Breeder** at the **Buyer's** expense. This cat is not to be offered for sale or euthanized without express written permission from the **Breeder**. This cat is **NOT** to be placed in a shelter or humane society or turned over to a rescue organization. Failure to comply with this requirement will entitle the **Breeder** to a monetary fine in the amount of \$3,000.00 (Three thousand dollars), paid by the **Buyer** because of Breach of Contract. The **Breeder's** reasonable attorney fees for recovery of the cat or the collection of the fine will be paid by the **Buyer**. Additionally, rights and ownership of the cat will immediately terminate and revert to the **Breeder** who may immediately assume possession of the cat.
6. The **Breeder** will be notified within 2 weeks of any address or phone number changes of the **Buyer**.
7. The **Buyer** guarantees 2 full weeks (14 DAYS) separation from the current animals. If the kitten and resident animals in the house have physical contact with each other within the 14 days of the kitten arrival, **all health guarantee is null and void**.
8. If the kitten/cat is to be shipped by air; all costs of transportation, including Health Certificate, crate, tax & duties (if applicable) for shipment, shall be paid by the **Buyer**. **Breeder** is **not** responsible for airline costs or errors, including poor handling and death.
9. **Breeder** will not be held responsible for any future diagnosis that are NOT a direct result of genetics. In example: bacterial or viral infectious disease including giardia, parasites, fungus (ringworm), upper respiratory infection, skin conditions; due to the fact that these can be contracted anywhere in the environment after leaving the Cattery and are NOT a result of genetics or breeding.
10. All sales are **final** after **72 hours**. Refund or replacement is at the **Breeders** discretion.

I, _____ (the **BUYER**) have read and fully understood the above contract on _____. I fully understand and see this contract as a legal and binding agreement and as condition to the sale of the Devon Rex kitten as described above.

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YANA S. MELSTER
Breeder

Signature of the **Breeder**

Date

Buyer full name:

Driver's license #/ID#:

Signature of the **Buyer**

Date

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