**SILVERCHIN PERSIAN CATTERY - PURCHASE CONTRACT**

THE SELLER AND PURCHASER AGREES TO THE FOLLOWING CONDITIONS:

*Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex: \_\_\_\_\_\_\_\_\_*

*This Kitten is Sold as a\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Price: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Sale: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

 *Sire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Purchaser Information

Name of Purchaser (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Seller (print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchaser certifies that this information is true and accurate. \_\_\_\_\_\_\_\_ **Buyer Initial**

The purpose of this contract is to protect all parties: the purchaser, the seller, and the cat or kitten. If there are any problems, questions, concerns, or issues that you need help with, Silverchin Persian Cattery is always here. I want the adoptive parent(s) and/or family to be completely happy with the new kitten and his or her transition to the new home. Transitioning is easy for some kittens but more difficult for others, and kittens/cats handle stress in various ways. If there are ANY issue, please call Karen Duncan of Silverchin Persian Cattery. I will provide you with all the help that I can to make this time easier for the new parents and the kitten.

To the seller’s knowledge at time of pickup or delivery kitten is healthy. **Buyer will have kitten examined by a licensed veterinarian within 72 hours of the pickup or delivery time. If the buyer fails to complete this mandatory exam, this contract will be rendered null and void. Prior to this exam the kitten will be quarantined.** If the kitten comes into contact with any animal of any species prior to the exam it will render the contract null and void. The buyer must provide veterinarian written proof of any life-threatening health issues found during the initial exam within 24 hours. If proof of a life-threatening issue is received the kitten will be replaced by one of the same quality and value as soon as one becomes available. **Once the kitten has left the seller all costs incurred by veterinarian care is the responsibility of the buyer. Seller is not responsible for any return shipping expenses. No cash refunds. \_\_\_\_\_\_\_\_\_\_\_\_\_Buyer Initial**

·**Seller operates a FeLV/FIV negative cattery** and guarantees this cat/kitten is in good health, free of feline leukemia virus, feline immunodeficiency virus, and all other major diseases at the time of sale. The cat/kitten cannot be returned after the 72-hour health guarantee period has expire or it has been exposed to another cat which has not been currently tested for FeLV and FIV. Proof of FIV/FeLV testing will be required of other cats in the home before a return will be granted.

 ·**Silverchin Persian Cattery will obtain a veterinary health certificate no more than 5 business days prior to the kitten or cat leaving our cattery.** At the time of sale, the cat or kitten will have received all age appropriatevaccines. The seller will provide purchaser with certified health certificate and documentation of veterinary exam, vaccinations, deworming, and blood tests.

· **Viral, bacterial colds or bloody stools (form of worms) which are easily treated and are not covered in the health guarantee as they are natural things kittens can pick up.** Umbilical Hernias also referred to as “outie” belly buttons are also not covered in the heath guarantee. Kittens are naturally at risk for viral and bacterial colds, and worms, which is often brought on by the stress of a new home, new food, new people, or just a change in environment.  **Buyer should be aware that during times of stress, such as moving to a new home, being shipped by plane, or meeting new people and animals, cats can exhibit a variety of symptoms, such as sneezing, watery eyes, runny nose, lack of appetite, constipation, or diarrhea. This is completely normal and usually of short duration.**

· **Buyer understands that Feline Infectious Peritonitis (FIP) is a viral disease of cats caused by certain strains of a virus called the feline coronavirus. The coronavirus is as common in cats as the common cold is in humans and normally not dangerous at all. Cats infected with coronavirus generally do not show any symptoms and it resolves itself just like the common cold. However, in a small percentage of cats infected with the coronavirus, either by mutation or an anomaly of the immune response, the infection progresses into clinical FIP. Once a cat develops clinical FIP the disease is progressive and almost always fatal. There is no definitive tool for detecting FIP in live cats currently and there is no cure. \_\_\_\_\_\_\_\_Buyer initial**

**Just because a cat tests positive for coronavirus it does not mean that it has or ever will develop FIP. Because the coronavirus is so prevalent in domestic cats it Is impossible to guarantee against it or FIP. HOWEVER, as a courtesy the breeder will cover your new kitten for two months from the date of delivery, against death due to FIP if the diagnosis is confirmed by a licensed vet by necropsy. In this unfortunate event the breeder agrees to replace the kitten with one of equal value as soon as one becomes available.**

· If within 1 year this cat is found to have a fatal hereditary defect, seller will replace cat with another cat/kitten when seller receives **proof of defect in the form of a complete autopsy report**. **Buyer is responsible for any medical expenses incurred including necropsy and shipping costs of replacement.**   Fatal genetic defects include and are limited to genetic conditions of the heart, eye, liver, and/or kidney. This guarantee does not apply towards any outside causes of death such as mistreatment, failure to administer vet care, loss of kitten, etc.  \_\_\_\_\_\_\_\_\_\_\_\_\_**Buyer Initial**

· Seller **cannot guarantee** against HCM.

· **Spay/Neuter Agreement**: This cat is being sold with no breeding rights and on a spay/neuter agreement **unless breeding rights have been given to approved and established catteries.** The buyer agrees that the kitten will be spayed/neutered by the time the kitten reaches five lbs. or six months of age, whichever comes first, at buyer’s expense. Within three months of receiving the kitten, purchaser will provide the seller with either documentation of the spay/neuter appointment or the veterinarian’s guarantee that the appointment exists and will be carried out. Proof (e.g., veterinary bill, phone call from veterinarian) that the cat has been sterilized must be provided before the cat reaches six months of age. If the cat is not spayed/neutered by five lbs. or six months of age and/or proof of sterilization is not provided, seller will enforce breach of contract for the maximum dollar amount of the breeding fees which is $1000.00 (one thousand dollars). **\_\_\_\_\_\_\_\_ Buyer Initial**

· Purchaser agrees to care for this cat/kitten by providing adequate human attention and indoor facilities, to maintain proper nutrition and, if deemed necessary, prompt medical attention.The buyer is responsible for anyfurther medical costs once the kitten leaves our cattery.  This would include initial vet exam, office visits, vaccinations, surgeries, lab tests, medications, or time off from work. Purchaser agrees that this cat/kitten will never be given or sold to any research laboratory, humane society, or similar facilities. \_\_\_\_\_\_\_ **Buyer Initial**

·**Under NO circumstances shall this kitten or cat be declawed**. Declawing is amputation and is often the cause of litter box problems (“inappropriate elimination”). This can lead to abuse or abandonment of the cat/kitten, a risk that the seller is not willing to take. The purchaser agrees that the cat will NOT be declawed. Under NO circumstances shall this kitten/cat be tattooed, pierced, or undergo any unnecessary "fashionable" body modification. \_\_\_\_\_\_\_\_**Buyer Initial**

**Under NO circumstances shall this kitten/cat be permitted to live outdoors. The purchaser shall not allow the kitten to roam free outdoors.  This is for the protection of the kitten from disease, road hazard, or wild animals. \_\_\_\_\_\_\_\_\_Buyer Initial**

· *WITHOUT SELLER'S WRITTEN CONSENT this cat/kitten will not be given away or resold for any reason.*  In the event the buyer(s) can no longer care for this cat/kitten for any reason it is required that the cat/kitten be returned to the breeder if breeder agrees. No refund or compensations will be made to the buyer. If the breeder does agree to accept the cat/kitten back the cat/kitten must be examined and tested by a licensed veterinarian for the following: The cat/kitten must have a health certificate given with in the last week, tested negative for ringworm by having a culture taken and sent to a licensed lab, have been given a dose of revolution, a negative result for FELV/FIV, a negative fecal with no parasites found, and all medical records along with CFA papers will be transferred back to the breeder (ownership will automatically revert back to the breeder immediately if cat/kitten is returned for any reason). These test and precautions listed above are required to be done for the safety and health of my own cats and animals! All vet expenses will be the buyer’s responsibility including shipping the cat/kitten back if need be. If for any reason the breeder cannot take back the cat/kitten for any reason, Karen Duncan of Silverchin Persian Cattery will help in finding the cat/kitten a new forever home! If cat/kitten cannot be kept or does not work out for any reason I will help place.  If the kitten is found to be neglected or mistreated at any point in time, we reserve right to repossess the kitten without refund or replacement.  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_Buyer initial**

· A **non-refundable** reservation fee of $500 will hold this cat/kitten until it is **ten weeks** of age and the balance to be paid in full 4 weeks before pickup or shipping date. Zelle or Venmo bank transfer are accepted for deposit. Any fees incurred via credit card payment or PayPal are the sole responsibility of the buyer**. Final payment towards remaining** **balance of the kitten due around kitten’s 10-week-old birthday.**

· **Kitten must be picked up in a 10-day time frame from the last scheduled vet appointment or additional vet costs will apply**.

· **Silverchin reserves the right to refuse an adoption to any person, for any reason, without explanation. We have the right to refuse the adoption at any given time during the adoption process. All deposits or adoption fees will be returned in full if we refuse the adoption.**

· The parties agree that the terms of this contract are confidential between the parties and their legal counsel. **Consequently, the posting of public views, critiques, and comments disparaging of either party is prohibited** and the parties agree that a mutual attempt to resolve any differences, and resort to the courts as the final arbiter of disputes, are the exclusive remedies under this contract.

· Any litigation arising from disagreements between seller and buyer must be filed in the county and state of the seller.

I acknowledge that this is a legal & binding contract and have reviewed and agree to the terms listed above. Any breach of the contract can result in a $1000 fine to the buyer. Failure to follow the above contract completely will result in “A Breach of Contract” and shall make this contract null and void. This contract applies only to the original purchaser and is NOT transferable. When a deposit is received by Silverchin, the Purchaser automatically agrees to the terms of this contract, even if both the Breeder and the Purchaser have not yet signed the contract.

Buyer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print)

Buyer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print) owner of Silverchin Persian Cattery

Seller Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_