

Date:

As part of the purchase agreement for the kitten/cat: **Teoli Pretty in Pink** Born: **November 3, 2013**

Sex: **Female** Color: **Black** Breed: **Sphynx**

Sire: **Moon Pet Yargeyr of Teoli** Dam: **Teoli Campari** Price: **0**

Teoli Sphynx, Courtney Will, herein after referred to as "Seller" and all kitten/cat will carry the Teoli cattery name.

This kitten/cat sales contract entered into on \_\_\_\_\_ between Courtney Will (Seller) and \_\_\_\_\_ (Buyer).

1. The buyer understands and acknowledges Teoli Sphynx requires a **\$500 non-refundable deposit** to reserve kitten. This deposit will go towards the total agreed upon price. Buyer fully understands that if he/she should decide, for any reason, to discontinue with the purchase of said kitten/cat, the deposit will not be returned. The buyer understands that the **balance amount is due a week prior** to picking up the kitten. Failure to pay the balance amount will result in the loss of deposit, the kitten will no longer be held for buyer, and the kitten will be resold. \_\_\_\_\_ (initials)
2. The kitten will be neutered/spayed prior to leaving Teoli Sphynx. \_\_\_\_\_(initials)
3. Teoli stresses the importance of providing responsible care for the kitten/cat throughout its life; including access to a clean litter box, fresh water, proper nutrition, vaccines, dental care (teeth should be cleaned every 2-3 years), annual physical examination by a Licensed Veterinarian. **The kitten/cat will be indoors only and will not be declawed.** If this cat is found to be neglected or in ill health for an unreasonable length of time, purchaser agrees that the seller has the right to reclaim the above cat, without refund of the purchase price. \_\_\_\_\_( initials)
4. Seller guarantees the kitten/cat to be in good health and FeLV/FIV free upon departure from Teoli Sphynx cattery. All sphynx cats at Teoli Sphynx have been tested for and found to be negative for FeLV /FIV. Seller provides a **48 hour limited guarantee** that the above kitten/cat is in good health at the time of purchase. It is buyer's responsibility to have the kitten/cat examined by a licensed veterinarian within 48 hours of receipt of kitten/cat for guarantee to be valid. Failure to have kitten/cat checked by a licensed veterinarian within 48 hours will void guarantee. If kitten/cat becomes ill within the 48 hour period with disease incubating at time of purchase, the buyer agrees to call Teoli immediately and return kitten to Teoli for medical care provided through Teoli's veterinarian with no cost to buyer. Teoli will replace kitten/cat with next available kitten/cat.  
  
After 48 hours of the health guarantee period, the seller cannot be held accountable for future diagnosis of FeLV/FIV or any other bacterial or viral infectious diseases, giardia, parasites, or fungus, 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. Buyer accepts all responsibility for protection of kitten/cat from said, diseases, illnesses, parasites, and fungi. This guarantee becomes void if kitten/cat comes in contact with another cat before being vet checked and tested first. **Teoli is not be responsible for any veterinary expenses incurred by buyer.** \_\_\_\_\_(initials)
5. **The seller does not advise any of their kittens/cats to be vaccinated for FIP, FeLV, FIV, Ringworm, Giardia. If buyer chooses to vaccinate against any of these, the health guarantee will be null and void.** Buyer guarantees that any other cats he/she owns or will own are free of Felv/FIV and other serious contagious diseases. When introducing new cats to the household in the future, buyer agrees to exercise due caution to safeguard the health of this kitten/cat. \_\_\_\_\_(initials)
6. Buyer agrees that if the kitten/cat is found to suffer from a hereditary defect within the first 2 years of age, buyer will immediately notify and provide seller with an official veterinarian report. If a kitten/cat is diagnosed with Hypertrophic Cardiomyopathy (HCM), the purchaser will provide an echocardiogram report from a board certified veterinary cardiologist. The seller agrees to either:
  - 1.) Replace kitten/cat when one becomes available
  - OR
  - 2.) If buyer decides to keep the afflicted kitten/cat, seller will reimburse buyer \$500 of the original price paid. **Buyer is not entitled to both refund and a new kitten.** Guarantee is limited to replacement, and shall not cover veterinary fees or extraordinary expenses. The consideration of HCM will be subject to the evaluation of the seller's veterinarian, the buyer's veterinarian and, if required, a third veterinarian unrelated to either party. \_\_\_\_\_(initials)
7. Teoli scans all breeding adults for HCM by board certified cardiologists. Buyer understands that although Teoli's adult cats scan negative of HCM, there is no guarantee the kitten/cat will not develop HCM over the lifetime of the cat. Teoli highly recommends yearly heart scans (to be paid by buyer), but understands it will be done at the discretion of the buyer \_\_\_\_\_(initials).
8. Transportation expenses for the delivery of the kitten/cat shall be paid by the buyer. Expenses may include-airline fees, veterinary exam, health certificate, and an airline approved carrier. Delivery shall be made at a time and destination agreeable to both parties. \_\_\_\_\_(initials)

9. If buyer decides to return kitten/cat for reasons other than health, the following conditions will apply: If kitten/cat is returned within 5 days and is returned to the seller in a condition at least equal to that in which the kitten/cat was received by the buyer, the seller will refund the purchase price of the kitten/cat. **The \$500 deposit at the time of kitten match is non-refundable.** \_\_\_\_\_(initials)

10. Buyer is aware that the degree of hairlessness varies from cat to cat and that no Sphynx is completely hairless. Hormones, climate, and genetics play a role in the hairlessness of the Sphynx. Although a kitten may be almost hairless when it is sold, it is possible for it to develop some hair as it gets older. If kitten/cat is sold as a show cat, Teoli Sphynx cannot guarantee the performance of the kitten/cat in the show ring or how the kitten/cat will develop to grow. Not all kittens/cats enjoy this type of environment. \_\_\_\_\_(initials)

**11. Under no circumstances will the kitten/cat be resold, leased, or given to any pet shop, research facility or rescue group. Buyer agrees to return the kitten/cat to Teoli Sphynx with the understanding there will be no refund** \_\_\_\_\_(Initials)

12. **Buyer and seller's signatures indicate full agreement and approval of all the contract provisions and conditions.** There are no other conditions nor guarantees, verbal or implied. No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined above. **Signatures will constitute that this contract is legally binding.** Buyer agrees to pay all court costs, legal fees, travel, and all other expenses that are incurred to enforce this contract with any necessary legal proceedings to take place in County Of Arapahoe, State of Colorado.

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City/state/zip \_\_\_\_\_

City/State/zip \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_