



# KOONTUCKY MAINE COONS

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## SHOW/BREEDER SALES CONTRACT

Date of Birth:

Color:

Sex:

Name:

Sire:

**\*\*\*SAMPLE\*\*\***

Dam:

Sold as: Show / Breeder

Purchase Price

Deposit

Shipping Costs

Balance Due

Date

### Provisions of Sales Contract:

Breeder is selling a show quality cat/kitten with breeding rights. Breeder cannot guarantee the show success of the cat/kitten sold. This cat/kitten is a good representative of the breed. But show successes are dependent on outside factors beyond the Breeder's control; such as grooming, condition, health, and maturity.

Pedigree and registration papers for this cat/kitten will be provided at the time of delivery or as soon as possible.

Buyer agrees to only breed this cat to registered Maine Coons.

No kittens/cats produced by this cat may be sold, leased, co-owned or given away as breeders or unaltered show cats, without advanced written permission from the Breeder. Purchaser may keep breeders produced from this cat strictly for their own use. No restrictions on the second generation. No sexually intact kittens or cats produced by this cat may go to another home, regardless of owner, for breeding or show purposes without the breeder's express written permission.

This cat may not be used for outside stud service without the Breeder's express written permission.

Buyer agrees to keep the cat/kitten clean, healthy, well nourished, free of parasites, free of stress and harassment. Buyer will provide a sanitary, indoor environment of sufficient room and space. The environment will be free of hazards, safe, and secure and temperature controlled. The Buyer will keep the cat/kitten in a homelike, loving atmosphere, not subject to unnecessary confinement.

This cat/kitten will always receive prompt medical care.

This cat/kitten is NOT to be declawed.

Under no circumstances will the Buyer permit this cat/kitten to roam freely outdoors.

Buyer is contracted to provide a lifetime home for this cat/kitten. Buyer will contact the Breeder immediately if the Buyer is unable to keep this cat/kitten. This cat/kitten will either be returned to the breeder at the earliest opportunity or with express written permission from the Breeder, placed in another home. **The cat/kitten may not be placed as an unaltered cat in another home without the advance, expressed, written consent of the Breeder.** Under no circumstances will this cat/kitten be sold or given to animal control, rescue group or shelter, humane society, pet store, research lab, or be abandoned.

Return Policy:

The Buyer may return the cat/kitten to the Breeder for any reason within 7 days. 100% of the purchase price will be refunded upon resale. Following that period, refunds will be at the breeder's discretion. And will not exceed the resale price, payable upon resale.

Seller/Breeder will not pay for transportation, vet re-check fees or paperwork costs incurred by the Buyer for this cat/kitten or for any replacement cat/kitten. Buyer will provide at their expense any necessary health certificate, and at the Breeder's option a new FeLV/FIV test, dated within three days prior to returning the cat.

Breeder retains the right to refuse the return of a sick or infectious cat/kitten until the cat/kitten is well.

Any cat/kitten taken back by the breeder because of negligence or improper care will not be subject to the above stated refund policy.

Breeder's liability to the Buyer shall not exceed the purchase price of this cat/kitten.

## **HEALTH WARRANTY**

Buyer is required to have a licensed veterinarian examine the cat/kitten within two working days of delivery in order for our health warranty to apply. If the veterinarian, upon examination of cat/kitten, determines that illness was present prior to sale, the Breeder must be notified before treatment is begun. In the event of a dispute the Breeder reserves the right to have the cat/kitten taken to another veterinarian of the Breeder's choice for a second opinion, for which Breeder will pay the cost. This second opinion will be the deciding diagnosis. Buyer will pay all transportation costs for the return of the cat/kitten. The Breeder will not be liable for any medical costs associated with the cat or kitten that the Buyer incurred. Breeder's liability to the Buyer shall not exceed the purchase price of this cat/kitten. Should the Buyer elect to keep the cat or kitten in lieu of returning the cat for a refund, the Buyer retains all liability for costs incurred by this cat/kitten.

If the cat/kitten should die from an illness present prior to sale, the Breeder, at the Breeder's option, shall replace said cat/kitten with one of equal value (when available) or refund the purchase price. Should this cat/kitten die of any genetic or congenital defect before one year of age the Breeder, at the Breeder's option, agrees to provide a replacement kitten (when available) or refund the purchase price. This must be confirmed by a written necropsy report, including toxicology and histology reports from an established pathology laboratory. Buyer is responsible for all costs associated with the exercise of this clause.

This cat/kitten will be fully vaccinated at the time of delivery. **No additional vaccines will be required.** Any additional vaccines will render the Health Warranty null and void. Breeder does not recommend and highly discourages the use of FeLV or FIP vaccine. The use of these vaccines will render the Health Warranty null and void.

Cats sold with breeding rights are guaranteed fertile, unless infertility is the result of poor husbandry practices, injury, disease, or infection occurring after purchase. If the cat is over two years of age, has been unsuccessfully bred three times to at least two different proven studs/queens and a veterinarian declares the cat is in excellent health but infertile, the Breeder, at the Breeder's option, shall take back ownership/possession of the cat and when available replace the cat with one of equal value, refund the difference between the purchase price paid and the Breeder's current pet price if the cat has been subsequently altered or refund the entire purchase price of the cat and take back ownership/possession of the cat. Buyer will pay all transportation costs for the return of the cat/kitten and replacement cat/kitten.

Breeder requests that the Buyer isolate the new cat/kitten from their other cats and kittens for a period of 21 days. Breeder is not liable for any illness or injury to other pets caused by exposure to this cat/kitten. Please note new kittens may show signs of stress including, but not limited to, sneezing, discharge from the nose or eyes, diarrhea and/or constipation. These symptoms are not covered under the Health Warranty. These effects can be minimized by feeding identical food as served by the Breeder (raw diet see -- [http://www.koontucky.com/raw\\_index.html](http://www.koontucky.com/raw_index.html)) offering bottled or distilled water and overall taking measures to reduce stress during the integration period.

Breeder will not knowingly sell a cat/kitten with a detectable defect. However, should a defect in the cat/kitten develop or arise after leaving the Breeder's home, which would disqualify said cat/kitten from being used for breeding, Breeder shall, if said cat/kitten has not been used in a breeding program, replace the cat/kitten or refund the difference between purchase price and Breeder's current pet price. Said defect must be documented by a veterinarian and the cat/kitten altered without having produced viable kittens. If this cat has produced kittens, no refunds will be given. Buyer must notify Breeder immediately of any genetic defect that arises throughout the life of this cat.

Hip Dysplasia: if this cat/ kitten is properly x-rayed (under isoflourine anesthesia and laid out properly) for hip dysplasia after the age of 10 months and if the x-rays are sent to The Orthopedic Foundation for Animals (OFA) who subsequently rates the cat/kitten as having mild to severe hip dysplasia, the Breeder, at breeder's option, will replace the cat/kitten or refund the difference between sale price and pet price to the Buyer if the cat/kitten has not been used for breeding and is immediately altered. If the cat has been used for breeding then the Breeder will not provide any replacements or refunds.

HCM: This cat shall undergo an echocardiogram (ultrasound of the heart) with color flow Doppler imaging, prior to being bred. This exam is to be performed by a board certified cardiologist. If the cat has not been tested prior to breeding and subsequently develops HCM, the Breeder will not provide any replacements or refunds. This cat is to undergo annual testing for HCM. No replacements or refunds will be given for HCM without this testing.

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Both parties agree that electronic signature is legally binding.

If the Buyer is found to be in violation of any of these terms and conditions, Breeder retains the option to sue the Buyer in Genesee County, Michigan for breach of contract and demand immediate, unconditional return of cat/kitten to the Breeder. Any contractual dispute will be brought forth in Genesee County, Michigan. Buyer agrees to pay all court costs, traveling expenses and attorney's fees.

Deposit is nonrefundable unless sale is canceled by the Breeder. The deposit may be transferred to another litter. Payment must be made in \$USD by cash, check, wire payment, money order or PayPal. Any fees as the result of payment are the responsibility of the Buyer.

Buyer understands that the Purchase price does not include the costs of shipping the cat/kitten to the Buyer including, but not limited to, carrier, airfare, blood work, and health certificate or for individual registration.

Breeder reserves the right to refuse placement of any cat or kitten at any time.

Breeder is available to the Buyer for questions and advice.

The above conditions constitute the entire agreement between the Buyer and Breeder. Any additions, amendment modification or alteration must be agreed to and initialed by both parties.

**I AM IN FULL AGREEMENT AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS SALES CONTRACT.**

Date:

Date:

Buyer's Name:

Name:

Buyer's Signature

Address:

Address:

Email:

Breeder's Signature:

Phone:

Phone:

Cell: