

PURRDIAMOND 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

Registration number: _____ 1435722 _____ Canadian sphynx Elf

Kitten: Coat color : _____ M / F _____ Name : _____,

Sire: _____,

Dam: _____,

“PURRDIAMOND CATTERY”

will be referred to as “ The Breeder”

and Full Name _____

Address _____

Phone _____, e-mail: _____ will be referred to

as “the Buyer”.

In consideration of a purchase price of \$ _____ (Inclusive of \$500 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 kitten is TICA registrable and the Breeder will provide TICA papers upon pick up or via mail.
2. If the kitten/cat is being sold as a pet only it should be spayed/neutered prior to leaving depending upon age. If not spayed/neutered by the time it leaves the buyer agrees to have kitten purchased from PURRDIAMON CATTERY spayed/neutered by the time it is 6 months of age. All kittens are spayed/neutered at the buyers expense unless otherwise specified. T.I.C.A. registration papers will be sent once the proof of spay/neuter is signed by a licensed veterinarian and sent back to sphynx world. I understand that I do NOT have the right to breed this kitten. Any breach of this contract will result in the seller taking repossession of said kitten OR FINE OF 10,000 CAD to be claimed towards the buyer through the Small Claim Court plus all expenses related to this legal action.
3. The kitten is free from any genetic problem that would keep the cat from living a normal life as a pet - blindness, deafness, etc. 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. In case of death, the Breeder requires that the Buyer must perform autopsy for 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.

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5. This kitten is guaranteed to be free of any disease at the time of sale. The kitten has been checked by a licensed veterinarian, received his/her age appropriate vaccinations and de-wormed several times.
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.

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 heartworm prevention. Normal care assumes that the Buyer will feed and provide fresh 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.

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3. 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 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.
4. 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 \$5,000.00 (Five 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.
5. The Buyer guarantees a 1 full week (7 DAYS) separation from the current animals. If the kitten and resident animals in the house have physical contact with each other within the 7 days of the kitten arrival, all health guarantee is null and void.

I, _____ (the BUYER) have read and fully understood the above contract.

I fully understand and see this contract as a legal and binding agreement and as condition to the sale of the kitten as described above.

**PURRDIAMOND
CATTERY**

MARIYA
SUBBOTINA
Breeder

Buyer's Full Name

Driver's license #/ID#:

Signature of the Breeder

Signature of the Buyer

Date