

# Contract

Purchaser: \_\_\_\_\_

Seller: \_\_\_\_\_

Price: \_\_\_\_\_

All kitten(s)/cat(s) sold as pets will be spayed or neutered prior to placement at 12 weeks of age.

DOB: \_\_\_\_\_

Sire of Kitten: \_\_\_\_\_

Dam of Kitten: \_\_\_\_\_

Sex: \_\_\_\_\_

A non-refundable deposit of \$500 dollars is required to hold the kitten/cat.  
Kitten/Cat must be paid in full upon pick-up.

## Breeder Guarantee:

The kitten/cat is sold current on all age appropriate vaccinations, dewormed, spayed/neutered and advice is available throughout the lifetime of kitten/cat to answer questions, help with concerns and give sound advice.

Breeder will hold the kitten(s)/cat(s) of the purchaser's choice once a non-refundable deposit is made to the breeder, the deposit is applied to the purchase price of the kitten(s)/cat(s).

Kitten/cat is guaranteed to be of sound health for up to 48 hours from the time of purchase or arrival. Kitten/cat. Within the 48-hour health guarantee period said kitten/cat should be quarantined from other pets until examined by the purchaser's licensed veterinarian. If upon examination kitten/cat is diagnosed with a life-threatening illness it is required that the breeder is notified immediately by the purchaser by both a written letter emailed and a telephone call to breeder from a consulting veterinarian. DNA analysis may be required. Kitten/cat shall be replaced at the breeder's discretion; breeder reserves the right to take up to 12 months to replace the kitten/cat provided the breeder is actively breeding. However, the breeder will always try to replace the kitten/cat out of the next litter if possible. No monetary refunds will be given, no exceptions.

Kitten/cat is guaranteed against life threatening congenital defects including HCM until 3 years of age. Should your kitten/cat die within the guaranteed time period as the result of a life-threatening congenital defect, said kitten/cat. Should your kitten/cat die within the guaranteed time period as the result of a life-threatening congenital defect, said kitten/cat will be replaced if an appropriate necropsy is performed along with appropriate DNA analysis. A written certificate from your vet must be provided along with the cause of death explaining the death

was from was congenital defect. A photo was decreased kitten/cat may be required along with copies of vet records MUST be provided to breeder. A replacement kitten/cat of comparable quality and value will be provided at the discretion of the breeder at the discretion of the breeder; breeder reserves the right to take up to 12 months to replace the kitten/cat. provided breeder is actively breeding. Breeder will always try to replace the kitten out of the next possible litter. No monetary refunds will be given no exceptions. Purchaser will not modify kitten/cat in anyway (tattoos, piercings, etc.).

**\*TERMS:**

Purchaser agrees to inform Breeder upon any change in contact information, within 90 days, so Breeder can maintain compliance with record keeping.

Purchaser agrees to quarantine their new sphynx kitten from other household pets for the 48-hour health guarantee period. Kitten/Cat should be quarantined until examined by the Purchaser's licensed veterinarian (within the 48-hour period). It is the Purchaser'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 the health guarantee. During this exam purchaser agrees to combo test their new sphynx kitten for FIV/Leukemia and keep their negative results for their own record keeping. All sphynx kittens are guaranteed to be negative for FIV/Leukemia. After the 48-hour health guarantee period, the Breeder cannot be held accountable for future diagnosis of FeL/FIV or any other bacterial, viral, infectious diseases, or parasites 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. Purchaser accepts all responsibility for protection of Kitten/Cat from said diseases, illnesses, parasites, and fungi. This guarantee becomes void if Kitten/Cat comes into contact with another feline before being checked by a licensed veterinarian and tested first. If upon examination the Kitten/Cat is diagnosed with a life-threatening illness it is required that the Breeder is notified immediately by Purchaser via both phone and email along with a written letter and phone consult from the diagnosing veterinarian. DNA analysis may be required.

Purchaser accepts the responsibility of caring for the Kitten/Cat and will provide properly for its welfare. Purchaser agrees to provide timely veterinary care for any illness or injury acquired throughout the lifetime of Kitten/Cat. Purchaser agrees to provide said Kitten/Cat yearly preventative health checkups and exams to monitor any health changes. Purchaser agrees and understands that the Breeder is in no way financially responsible for veterinary care throughout the lifetime of Kitten/Cat. Purchaser agrees to NEVER EUTHANIZE said Kitten/Cat without consent from the breeder first, no exceptions. If any serious health problems arise with your Kitten/Cat the Purchaser agrees to contact the Breeder right away so the appropriate plan of action may be discussed between Purchaser & Breeder first.

Purchaser agrees to provide their Sphynx Kitten/Cat with an annual echocardiogram (ultrasound) of the heart with a Board Certified Cardiologist beginning at 2 years of age to monitor any changes in their cat's heart. Purchaser understands that HCM is a problem in the sphynx cat breed and agrees to share copies of the Kitten/Cat's future annual HCM scans with Furless Feline Sphynx Cattery to assist in the prevention of life-threatening congenital heart defects in the Furless Feline Sphynx breeding program. Purchaser understands the importance

of preventative HCM screenings and agrees to be proactive in their cat's future health. Examining our cats on a regular basis is advantageous because it may allow for the identification of the disease (which often shows no outward symptoms) and thereby may allow early treatment which potentially could save & or significantly prolong your cat's life. Purchaser understands if they neglect to scan their sphynx for HCM, they do so understanding the potential risk.

Purchaser agrees to keep the Kitten/Cat indoors at all times in a clean and pleasant environment, not caged, provide proper nutrition, health care (including yearly veterinarian examinations and vaccinations), companionship, and adequate space for exercise. Occasional supervised walks with the owner are permitted, owner must use a harness, carrier or stroller when walking Kitten/Cat.

The Purchaser agrees the kitten/cat under no circumstances will be allowed outside nor will be exposed to other kittens/cats living outside of the indoor household or the Breeder's Guarantee will be void. The Purchaser agrees this Kitten/Cat will not be allowed to roam outdoors freely, as this action brings immediate climate/environmental related dangers/hazards to sphynx cats.

The Purchaser agrees that the Kitten/Cat will NEVER be sold, given away, donated etc. to any other persons including, but not limited to a pet shop, breeder/cattery, research laboratory, rescue group, shelter or similar entity. In the event the Purchaser can no longer keep Kitten/Cat, regardless of the age of the Kitten/Cat, the Breeder must be notified immediately by both phone and email and arrangements will be made for the Kitten/Cat to be surrendered to Breeder unless other arrangements are agreed upon prior to placement in writing with the notarized consent of Breeder agreeing to placement no exceptions; If shipping is needed to get Kitten/Cat back to Breeder, the Purchaser will be responsible for all related shipping expense.

Purchaser agrees to NEVER give FIP vaccines to your kitten. It is extremely important to find a vet that is familiar with the Sphynx breed! Sphynx have been known to have adverse reactions to vaccinations for FeL/FIV. Breeder is not held responsible for any warranty for Kitten/Cat against any adverse reactions to these or any other future vaccinations. Breeder does not advise any of their Kittens/Cats be vaccinated for FIP, Ringworm, or Giardia. FIP vaccines are oftentimes can be fatal if your cat has ever been exposed to the coronavirus, which 90% of cats in a multiple cat household have been. They will break out with the fatal form of FIP if given the vaccine. There is no known treatment for FIP and it is fatal. Purchaser agrees and understands that if any of these vaccines are given at any time throughout the life of the Kitten/Cat then the health guarantee and contract is void.

The purchaser understands that it is REQUIRED that all current cats owned in the Purchaser's home should be combo tested for FIV/Leukemia BEFORE bringing in their new sphynx kitten. This also applies for any outdoor cats that may come into the home and come into contact with your sphynx. This combo test is a quick blood test usually costing around 40 dollars that can be completed within 20 min. at your vet's office. By not following this requirement Purchaser is aware that they may be putting their Sphynx at risk of contracting FIV and or Leukemia and understands the health guarantee is void.

Purchaser agrees to NEVER DECLAW any sphynx Kitten/Cat from Furless Feline Cattery. Declawing cats can have many horrible side effects, please research this and use nail caps or clip nails often. Provide cat trees & scratch pads!

The Purchaser understands that degrees of hairlessness in Sphynx vary from cat to cat and that no Sphynx is completely hairless. It is understood that hormones, climate, and genetics play an important role in hairlessness and that even though a Sphynx kitten may be almost hairless when sold, it is possible that said kitten could develop some hair after being neutered/spayed or as it grows older. It is also impossible to guarantee that any Sphynx Kitten/Cat will not grow some hair at some point in the future.

Any violation of the \*TERMS in this contract will be cause for voiding the contract and can result in legal action. In the event the Purchaser has been found to disregard/violate ANY \*TERMS in the contract the said Kitten/Cat will be surrendered unconditionally to the Breeder at Purchaser's expense with the Breeder reclaiming full physical and legal ownership of said Kitten/Cat including TICA/CFA registration with ownership transfer, NO Exceptions; The contract will be enforced with or without due process of the law for any violation of the \*Terms without compensation to Purchaser.

Any legal action which may arise under the terms of this contract will be brought in Gonzales, Texas USA. Purchaser will be liable for any court cost, attorney's fees and related charges that the Breeder may incur while enforcing the terms of this contract. The laws of the state of Texas shall be controlling.

Purchaser and Breeder have read and fully understand the terms of the contract and do agree to all terms. There are neither 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. The Seller and Buyer sign and consider this document to be legally binding. Changes or additions to this Contract must be initiated by all parties. Signatures and date below on this document indicate full agreement to ALL terms set forth in this contract. Buyer acknowledges that he/she has read, understands and agrees to ALL of the terms and conditions stated above.

By signing below Purchaser agrees and acknowledges that both buyer and seller are physically present at time of purchase. Purchaser agrees that the kitten is observed in person before taking custody of the kitten/cat.

Date: \_\_\_\_\_

Email(s): \_\_\_\_\_

Phone number(s): \_\_\_\_\_

Primary address(s): \_\_\_\_\_

Print Name(s): \_\_\_\_\_

Purchaser's Signature(s) \_\_\_\_\_

Breeders Signature \_\_\_\_\_