

Midnight Maines

Buyer Contract/Health Guarantee



Midnight Maines
Maine Coon Cattery

Breed:
Color:
Sex:
Date of Birth:
Date of Sale:
Purchase Amount:

Litter Identification/Parent information

Litter ID#:
Dam Information:
Registered #:
Sire Information:
Registered #:

Personal Information

Name of Purchaser (print): _____

Address: _____

Phone:

E-mail: _____

Name of Seller (print): Tiffany Cable

E-mail: tdickerson54@yahoo.com

Purchaser certifies that this information is true and accurate. **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, Midnight Maines is always here. We 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 issues please call 417-770-8725, who will provide you with all the help she can to make this time easier for the new parents and the kitten.

Terms of Contract

Deposit

A non-refundable deposit of \$ _____ is required for purchase of the cat/kitten. Should the purchaser, after having paid the deposit, decide against purchasing the kitten, he or she forfeits the deposit. The kitten or cat will be temporarily reserved for seven days

once the seller is given notice that the purchaser is sending the deposit. If the deposit is not received within seven days the temporary reservation will cease. The deposit is included in the full price of the kitten/cat and is taken out of what's leftover to pay.

Initial _____

By paying the deposit the seller indicates that he or she understands and agrees to abide by the terms stated in this contract.

Initial _____

Purchase of Cat

Payment for the cat must be provided in the form of cash, cashier's check, or money order we also accept online payments with certain companies. The payment shall be made in U.S. currency. The purchaser will pay all travel and shipping expenses. Should the seller agree to help transfer the cat in person, any mileage will be at the expense of the purchaser.

Initial _____

Health Guarantee

The seller will provide purchaser with documenting vaccinations, dewormings, and blood tests. All adult cat and kitten care is provided by:

Veterinarian:

Allphin Veterinary Clinic

Veterinary Practice: Shepherd of the Hills Veterinary Clinic

Address:

895 ST HWY 248, Branson, MO 65616

Phone: 417-272-8000

The seller guarantees the kitten to be in good health at the time of purchase for a period of 48 hours. It will be the responsibility of the purchaser to have the kitten examined by a veterinarian within 48 hours. Within that 48 hour period, if found to be *seriously medically deficient*, the seller will take the kitten back and refund payment, less the deposit and any shipping charges, under the following conditions: the seller is provided with proper documentation, from a licensed veterinarian, stating the medical issue and that the cat is seriously medically deficient; a second examination by a veterinarian of the seller's choice corroborates these claims. This cat/kitten is not guaranteed against respiratory disease, fleas, ringworms or any nuisance disease. After the 48 hour period, the seller can no longer guarantee the cat's health, except for birth defects.

Initial _____

The seller guarantees the cat against lethal genetic or congenital defects for 6 months following the date of purchase. If, during these 6 months, the cat should die or have to be

destroyed due to a genetic or congenital defect, the seller will replace the cat/kitten with a cat/kitten at the seller's earliest convenience, should the following conditions be met: the purchaser provides the seller with a necropsy by a licensed impartial Veterinary Pathologist, at the purchaser's expense, stating that the cause of death is unquestionably a genetic or congenital defect; a second examination by a veterinarian of the seller's choice corroborates these claims.

Initial _____

Seller assumes no liability or responsibility for any veterinary care for this cat after the purchaser takes possession of said cat. Under no circumstances will the seller be responsible for any veterinary bills incurred by the purchaser.

Initial _____

Spay/Neuter Agreement

This cat is being sold without breeding rights and will already be spay/neutered at time of pickup unless something happens at surgery or they decide otherwise.

Initial _____

Purchaser's Veterinary Information

The purchaser must provide the name and contact information of the cat/kitten's new veterinarian before transfer of ownership will take place. Should the purchaser refuse to complete the section below, he or she will forfeit both the ownership of the kitten as well as the deposit. If, after purchase of and transfer of ownership of the kitten has taken place, it should surface that the information provided below was or is fraudulent, breach of contract will be enforced. In the event that a new veterinarian or veterinary practice takes over the kitten/cat's veterinary care, at any point during the kitten/cat's life, the purchaser agrees to provide the seller with the updated information. The Seller reserves the right to contact the purchaser's veterinarian at any time during the kitten/cat's life.

The Seller agrees that the purchaser will be able to discuss freely the kitten/cat's health information, sterilization status, and well being with the purchaser's veterinarian; due to privacy matters, the purchaser agrees to notify his or her veterinarian as to this agreement.

Initial

Name of Veterinarian: _____

Name of Veterinary Practice: _____

Address of Practice/Veterinarian: _____

Phone number of Practice/Veterinarian: _____

Date or Tentative Date of Appointment for Spay/Neuter: _____

Purchaser certifies that this information is true and accurate.

Initial _____

Treatment of Cat

Under NO circumstances shall this kitten be de-clawed. 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 take. The purchaser agrees to, under no circumstances, allow the cat to be declawed.

Initial _____

Under NO circumstances shall this kitten/cat be permitted to live outdoors. You may allow the kitten to play outdoors such as: on a leash/harness, outdoor kitten enclosed play area, or a lead line for the cat.

Initial _____

Under NO circumstances shall this kitten/cat be tattooed, pierced, or undergo any unnecessary "fashionable" body modification.

Initial _____

The new cat should be confined to a private room with toys, food, the kitten’s litter box, and plenty of human contact until accustomed to his/her new surroundings.

Seller will provide a list of the foods and supplements the cat has been eating. Please be careful that his or her diet is not changed drastically. The seller will make her best effort to send home a sample of what the cat is eating, as well as a bag of litter and a bottle of the litter box cleaning solution the seller uses to help purchaser through the first few days.

Relinquishment of Ownership of Cat or Permanent Transfer of Cat by Purchaser

The purchaser agrees that under NO circumstances will the kitten/cat EVER be sold or given to a pet shop, animal shelter, research laboratory, or similar facility. Should the purchaser, for any reason, including death, not be able to keep the above kitten, the seller will be given the first option of rescuing the cat.

Initial _____

If the buyer has a living trust, the previous clause must be made note of in the trust; if the seller deems another interested party (e.g., family member of buyer; close friend of buyer) a desirable and willing owner, the seller will seriously consider transferring ownership of aforementioned cat.

Initial _____

If the buyer decides that he or she no longer wants the cat, regardless how many years have passed since purchase of the cat/kitten, the seller will be given the first option of rescuing the cat.

Initial _____

Breach of Contract

In the event the purchaser is found to have violated any of the terms and conditions of this contract, the cat is to be surrendered unconditionally to the seller. Seller may reclaim physical and legal ownership of cat with an attorney through court for any breach of contract with no refund of purchase price.

Attorneys Fees and out-of-pocket costs

Should Purchaser breach this Contract, Purchaser is responsible for any and all costs resulting from the litigation of this Contract, the amount of purchase of kitten, shipping expenses, associated veterinary expenses, and any damages caused to the reputation of seller.

State Law

This Agreement shall be interpreted under, and governed by, the laws of the state of **M i s s o u r i**

Integration

There are no other conditions or guarantees, verbal or implied. No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined in this Contract. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this contract.

Initial _____

Severability

In the event any provision of this contract is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this contract so as not to cause the invalidity or unenforceability of the remainder of this contract. All remaining provisions of this contract shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

Initial _____

Modification

Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Purchaser and Seller. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

Initial _____

Acknowledgement of Deposit Paid and Acceptance of Contract

Purchaser and seller signatures that appear immediately below indicate that the seller has received the deposit and the purchaser has agreed to the terms of this contract. This portion serves as the Purchaser's receipt for the deposit. This document is a legally binding contract. In signing this document the Purchaser acknowledges that he or she has read, fully understands, and agrees to ALL of the terms and conditions stated above.

Name of Purchaser (print):

Purchaser signature: _____ Date:

Name of Seller (print): Tiffany Cable

Seller signature: _____ Date:

Transfer of Ownership of Kitten and Receipt of Sale

Purchaser and seller signatures that appear immediately below indicate that the kitten/cat has been sold and is now the property of the purchaser.

Name of Purchaser (print):

Signature of Purchaser: _____ Date:

Name of Seller (print): Tiffany Cable

Signature of Seller: _____ Date: