

Contract/Purchase Agreement:

This purchase agreement is a legally binding contract for the sale of a kitten /cat as fully described in this document, between Passionada Cattery (the SELLER) and _____ (the BUYER) as entered into on this _____ day of _____, 20_____.

Purchaser: _____

Address: _____

Phone: () _____

Email: _____

Description of Kitten/Cat:

Breed: Sphynx Color: _____

Sex: Male \ Female

DOB: _____

Sire: _____

Dame: _____

Price: _____

Air Fare /Shipping charges: \$ _____

Total : \$ _____

Deposit: \$ _____

Balance Due: \$ _____

1. Passionada Cattery requires a \$400.00 non-refundable deposit to reserve a kitten which is to be deducted from the total purchase price. All payments are to be made in the form of PayPal or Cash. No personal checks are accepted. If the buyer having put a deposit on a kitten/cat should later change their mind about the purchase, the deposit will not be refunded. If, however, the kitten/cat should die before the buyer picks up his/her kitten/cat, Passionada will replace it with one of equal value. If one is not available, the buyer will be placed first on a waiting list.

2. Kittens may be picked up at our cattery or be shipped anywhere in the world for additional charge. Buyer is responsible for all shipping and deliver fees incurred. **Passionada cannot be held responsible for illness, injury, or death acquired as a result of shipping.**

3. Seller is not responsible for any vet bills incurred once kitten is in the buyer's possession. Upon three days post arrival, the buyer is required to take kitten for an examination by a qualified licensed veterinarian. In the event kitten is found to be medically deficient with and untreatable or life threatening congenital defect, buyer must notify the seller immediately with a letter/fax from the examining veterinarian. Upon kitten's return, it will be replaced with one of

equal value or buyer will be placed at the top of reservation list. Additionally, the seller cannot be held accountable for diagnosis of infections of giardia, parasites, or fungus, due to the fact that these can be contracted anywhere in the environment after leaving the cattery and not a result of genetics or breeding. It is also recommended that new kitten to be kept quarantined during three day post arrival period.

4. Buyer agrees to have the kitten spayed/neutered and provide documented proof (via certificate) by **6 months** of age. If a cat/kitten is not spayed/neutered, seller will enforce breach of contract, assess a penalty for \$1,500 and charge breeding price \$3,000. In such an event buyer agreeing to pay all attorney's fees incurred by Passionada Cattery. Seller (breeder) also has the right to fix any kitten sold as a pet prior to he/she leaving our home_____ (Initial).

5. The seller is to have completed all of the appropriate vaccinations and worming prior to shipping. All Passionada cats have been tested for and found to NOT have FELV or the FIV Viruses. Based on common veterinary knowledge, the seller does not advise any of their kittens be vaccinated for following Feline Infectious Peritonitis (FIP), Ringworm, Giardia, Feline Leukemia (FELV), or Feline Immunodeficiency Virus (FIV). If the buyer chooses to vaccinate against any of these the contract will be considered NULL and VOID. The seller does not warranty kitten against any adverse reactions to future vaccinations.

6. Kittens are guaranteed against congenital defects up until one year of age. If a kitten becomes deceased within this period from a congenital defect, it will be replaced by one of equal value or buyer will be put at the top of reservation list. A certified necropsy exam and report must be provided by veterinarian as proof of the cause of death. Necropsy and related fees are responsibility of the buyer and are not to be reimbursed by seller. If said kitten is going into a multi-pet household, Passionada will not be held responsible for any illness or vet fees that occur as a result of exposure to other pets.

7. Kittens are selected on a first come first serve basis in the order deposits are received.

8. The buyers accepts responsibility and pledges to care for kitten properly, including treating it as a loved member of the family. It must be provided a healthy diet, clean water and proper medical treatment. Buyer is binded by all conditions set forth in this contract. Seller has the conditional right to reclaim kitten without refund of purchase price for any breech of this contract. Breech of this contract results in a penalty fee, which is the purchase price of the kitten.

9. Buyer is expected to be knowledgeable in generally accepted traits and characteristics of the Sphynx cat, including understanding that degrees of hairlessness varies and that none is completely hairless. Hormones and genetics play an important role in hairlessness, causing varying degrees of fur on different parts of the body. It is also understood that although a kitten may be almost hairless when sold, it is possible that it can develop some hair after being neutered/spayed and as it grows older. Therefore, it is impossible to guarantee that any Sphynx kitten will not grow some hair at some point during life.

10. Buyer agrees that under NO circumstances shall the kitten/cat be de-clawed or tattooed.

11. The buyer agrees that under NO circumstances will the kitten 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, Passionada Cattery has the FIRST option to take the cat/kitten.

12. Seller have the right to refuse or cancel sale at any given time and for any reason as we see fit.

13. Any legal action, which may arise under the terms of this contract, will be brought in Wake County, NC, USA. Buyer shall be liable for any legal fees and court costs resulting in noncompliance with the conditions and terms of this contract. In signing this document, buyer acknowledges that they has read, understands and agrees to ALL of the terms and conditions herein. The laws of the state of North Carolina shall be controlling.

14. A signature and date entered below indicates full agreement to ALL terms and conditions set forth in this contract. There are no other warranties or guarantees provided (verbal or implied) other than those specifically outlined herein. Any changes or additions to this contract must be initialed and dated by all parties involved. The below signed considers this document to be legally binding.

Buyer: _____

Date: _____

Seller: _____

Date: _____