

Flint Creek Montana Dwarf Cats
PO Box 18 Hall, MT 59837
(406) 590-6200
Kitten Sales Contract & Health Guarantee

Name of Father - _____ Name of Mother- _____ Date of Birth - _____

Physical Description: _____ Gender : _____ Breed : _____

Breeding Rights (circle): **Yes/No** Microchip #: _____

I (printed name of the buyer), _____

Full Address: _____

Phone Number: _____ Email: _____

hereby certify that I purchased the above-noted cat/kitten from Flint Creek Montana Dwarf Cats, (seller).

Holding Agreement (Non-refundable Holding Fee): A holding fee of \$500 is required per kitten/cat in order for Seller to hold kitten for Buyer. This fee is nonrefundable and goes towards the total purchase price. The kitten will not be considered sold until the full amount of the fee is received. Remainder of kitten price will need to be paid in full before kitten is released to the new home. The seller assigns the buyer the guarantee that the kitten/cat will not be sold to any party other than the buyer as long as the kitten is picked up between 12-13 weeks of age. If your kitten is not picked up by the 13th week and no prior arrangements have been made with the seller, the seller has the right to void the kitten's sales contract and find another buyer or charge a daily boarding fee of \$10. There will be no refund of the holding fee at any time. Transport options are available for an additional charge.

Buyer's Responsibilities: The kitten/cat will not be denied needed veterinary attention. The buyer shall provide proper nutrition, vaccinations/deworming, vet care, shelter and exercise. Please call the Seller with any questions at any time, we want to help you. The kitten/cat will not be allowed outside unsupervised. The feline will also not be destroyed for any reason other than terminal illness or injuries approved by a veterinarian and the seller first. If this cat is going to be into a multi-pet household, the seller will not be responsible for any illnesses or vet bills that occur due to exposure between the kitten/cat and other resident's pets at any time. It is recommended to quarantine for at least 2 weeks to avoid exposure to diseases. This cat/kitten will not be declawed. Declawing is an inhumane mutilation. It consists of amputation of the first knuckle. Weekly nail-clippings, nail covers, and gentle discipline along with the availability of a scratching post or mat will eliminate scratching problems. This kitten/cat will be given the proper diet in the proper amount and will have fresh water at all times. Clean litter boxes will also be available at all times. This cat/kitten will receive frequent and kind human attention. Use logic when interacting with this kitten/cat with other animals, strangers, and young children.

First Right of Recovery: If the buyer is unable to care for or chooses to change his/her mind about caring for the cat/kitten purchased, the Seller retains the first right of recovery of the cat/kitten at the buyer's expense. The buyer must notify the seller as to the change in circumstances and give the seller first right to take the cat/kitten back before any other action is taken. This includes and is not limited to selling the cat/kitten to another buyer. Buyer understands that they are not guaranteed any amount of money in exchange for returning the kitten. Any amount offered may be at a price that is no more than original price of cat/kitten and minus non refundable holding fee amount. This cat/kitten must NEVER be sold to a pet store, broker, cat/kitten mill, or surrendered to a shelter. Breeder must be notified immediately of any problems that arise or if the buyer cannot care for the cat/kitten anymore.

Health Guarantee: This kitten/cat is guaranteed to be in good health, to the best of the seller's knowledge. The seller will not be held accountable for the diagnosis of any and all parasite, bacterial, or viral infectious diseases; giardia, parasites, fungi, fiv/felv, fip, etc. at any time due to the fact that these can be contracted within the environment after leaving our care and are not a direct result of genetics or breeding. It is highly recommended that the kitten is kept quarantined from any other pets for a minimum of 2 weeks to minimize passing of any contagious diseases back and forth. **IF WITHIN 72 HOURS OF THE KITTEN FIRST ARRIVING THERE IS A PROBLEM THAT CANNOT BE RECTIFIED**, the buyer may return the kitten to the seller, at the buyer's expense, within 72 hours following the vet exam, along with a veterinarian's statement of the problem. Upon the kitten/cat's return, it will be replaced with another of similar value. If one is not available the buyer will be placed first on the waiting list and receive a kitten from the next availability. If the buyer chooses not to return the kitten, the seller is not held responsible for any expenses or liability associated with the kitten. (Exclusion: This does not include the presence of parasites, bacterial or viral infection, and also does not apply to a health problem resulting from an injury or accident due to the buyer's negligence), the following provisions will be honored. **Any and all medical expenses are the sole responsibility of the buyer.**

All kittens are given age-appropriate vaccinations and deworming before they leave. However, the buyer needs to be aware that parasites can arise in stressful situations like going to a new home and that they are usually not serious (even though seeing blood in the stool appears serious) and are easily treated and we will not cover the treatment for them after they leave our possession. Viral, bacterial colds or bloody stools (form of

worms), are not covered in the health guarantee as they are natural things kittens can pick up easily in their new environment. Kittens are naturally at risk for viral and bacterial colds, and parasites, which is often brought on by the stress of a new home, new food, new people, or just a change in environment.

The kitten/cat is guaranteed against congenital defects up until it is 12 months old. Should anything arise within this time due to a congenital defect, the kitten/cat will be replaced by one of the same quality and value when the next becomes available. Proof from a vet or certified vet specialist of congenital defect will be required to ensure it is a true congenital defect. The seller reserves the right to get a second opinion from a separate vet if they feel it is necessary. Replacement will only be given if the cat/kitten dies or is returned to the seller. If the buyer wants to keep the cat/kitten then a refund of no more than half the total purchase price will be given. If the kitten dies from a congenital defect, replacement will only be given if a necropsy has been performed and a certificate from a licensed vet is provided as proof of death. The cost of the necropsy will be the responsibility of the buyer.

Buyer Acknowledges and affirms that:

- All shipping costs related to any cat/kitten being purchased, as well as in relation to any cat/kitten being replaced for any reason, are the sole responsibility of the buyer.
- Seller is in no way responsible for **any** expenses associated with the cat/kitten after the cat/kitten leaves the possession of the seller.
- Seller is not responsible for death or injury of cat/kitten due to accident, negligence, or carelessness of the buyer, airline, live animal carrier, or any agent or employee of the airline or animal carrier.
- Seller has the right to, at any time, decide to stop breeding. In this case, no replacement cat/kitten shall be given and this contract is null and void.
- Breeder makes no guarantees regarding the loss of the cat/kitten due to accidental death, theft, sickness, vaccinations, lack of vaccinations, etc. or any other loss beyond the seller's control.
- Seller will not be required to refund money in whole or part for any reason.
- Buyer certifies by signing this agreement that he/she is not acting as an agent in this purchase; that buyer will not resell this cat/kitten to a commercial breeder, pet store, or medical research facility.
- Seller has the right to rescue this cat/kitten if it is found to be mistreated, neglected, or abused and the buyer does not voluntarily return it. Any mistreatment, neglect, or abuse of the animal voids all health guarantees given.

BREACH OF CONTRACT

In the event the purchaser is found to have violated any of these terms and conditions of this contract, the cat/kitten is to be surrendered unconditionally to the seller. Seller may reclaim physical and legal ownership of cat/kitten with or without due process of law for any breach of contract with no refund of purchase price. In the event the Purchaser is found to have violated any of the terms of this contract, Purchaser shall be liable to the seller for damages in the amount of two times the purchase price of said cat/kitten, plus expenses for veterinarian care upon return of cat/kitten to seller, and all attorney, legal and related miscellaneous fees that result in litigating this contract. Any legal action, which may arise under the terms of this contract, will be brought in the county/city of the breeder's residence. This document is a legal and binding contract. This contract is to be governed by the laws of the State of Montana. Seller and Purchaser signatures indicate full agreement and approval of all the above terms and conditions of this contract. 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 above.

I acknowledge that this is a legal & binding contract and have reviewed and agree to the terms listed above. The buyer will also maintain up to date vaccines, worming, and to keep the kitten in humane conditions and provide proper food, water, and shelter. Failure to follow the above contract completely will result in "A Breach of Contract" and shall make this contract null and void. This contract applies only to the original purchaser and is NOT transferable. When a deposit is received by Flint Creek Montana Dwarf Cats, the Purchaser automatically agrees to the terms of this contract, even if both the Breeder and the Purchaser have not yet signed the contract.

Total amount:

Printed Name of Purchaser: Date:

Signature of Purchaser: Date:

Signature of Seller: _____ Date: _____

Notes:
