

ACROBATKITTY

www.acrobatkitty.com

AcrobatKitty, Eda Montgomery, Hereinafter referred to as "Seller" and

Name: _____ Address: _____

City, State, Zip: _____ Telephone: _____

Hereinafter Referred to as "Buyer". The seller agrees to sell and the purchaser agrees to buy the following described kitten/cat:

Breed: _____ Color: _____ Sex: _____ Birth: _____

Dam _____ # _____

Sire: _____ # _____

Ownership of the kitten/cat will be transferred to the Buyer for the total price of \$ _____ with a \$ _____ deposit down. Kitten must be paid in full before leaving.

- I. Kitten/cat has been sold to Buyer by Seller as ___ Pet, ___ Breed, ___ Show Prospect.
- II. All shipping, insurance and airline carrier charges shall be paid by the buyer. The Seller is not liable for kittens/cats lost or stolen after acceptance by the airline carrier or any additional shipping fees incurred if kitten/cat is delayed in shipping by airline carrier. It is the responsibility of the Buyer to file a claim with the airline carrier if kitten is lost, damaged or delayed or results in the mortality of the kitten/cat.
- III. Kitten/cat will carry the AcrobatKitty name.

HEALTH GUARANTEE

- I. Seller guarantees that kitten/cat is in good health and has received appropriate medical inoculations and care. Seller will provide Buyer with a medical chart detailing treatment kitten/cat has received under Seller's care and future care Seller feels is essential to kitten/cat's well being.
- II. Seller guarantees that kitten/cat is free of genetically derived life threatening disease or disabilities for 48 hours after delivery to Buyer. Should genetically derived life threatening diseases or disabilities be discovered by Buyer within 48 hours of receipt of kitten/cat, and attested to in writing to Seller by Buyer's veterinarian, Seller will provide buyer with a replacement ___ Pet, ___ Breed, ___ Show quality kitten/cat as soon as such a kitten/cat is available to Seller. Seller strongly recommends that Buyer have kitten/cat examined by a licensed veterinarian of Buyer's choice within 48 hours of receipt of kitten/cat. After the 48 hour health guarantee period the seller cannot be held accountable for future diagnosis of FeLV/FIV/FIP, any bacterial or viral infectious disease, parasites or fungus; 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. Buyer accepts all responsibility for protection of cat from said diseases, illnesses, parasites and fungi.
- III. Should kitten/cat be diagnosed at any time with any genetically derived medical disorder which is considered by two unassociated veterinarians to be extreme enough to warrant euthanasia Seller will, upon provision of veterinary reports, provide Buyer with a replacement ___ Pet, ___ Breed, ___ Show quality kitten/cat as soon as such a kitten/cat is available to Seller. **No monetary refunds will be given.**
- IV. If the Buyer chooses to vaccinate for the Feline infectious peritonitis (FIP, ringworm, feline leukemia

virus (FeLV) or feline immunodeficiency virus (FIV), the warranty is null and VOID. Also, Seller does not warranty the kitten/cat against any adverse reactions to future vaccinations.

GENERAL

I/We understand that the kitten/cat I/We have adopted is:

- a)** Spayed or neutered
- b)** Examined by a Veterinarian for any possible health problems or injuries.
- c)** Up to date on Vaccines FVRCP/Rabies.

I/We understand that the kitten/cat may not be sold or otherwise given by myself/ourselves to any other person or organization without written permission from EDA K. MONTGOMERY . Further, by giving the kitten/cat a permanent home, I/We accept full responsibility for the care of the kitten/cat and agree to:

- a)** In the event that I/WE adopt a kitten/cat and for any reason can no longer care for or keep the kitten/cat, I/WE agree to immediately return the kitten/cat to EDA K. MONTGOMERY . If this occurs, I/We will sign the necessary papers for surrender of the kitten/cat. I/WE understand that the monies paid will not be reimbursed. Also buyer will be responsible for the transportation to get the kitten/cat back to EDA K. MONTGOMERY.
- b)** Notify EDA K. MONTGOMERY within 24 hours in the case that the sphynx is lost or stolen and make every attempt to locate the kitten/cat.
- c)** Never take this kitten/cat to an animal shelter for the purpose of surrender or euthanasia.
- d)** Never abuse, hit, or mistreat this animal.
- e)** Properly house, feed, water, and care for this kitten/cat.
- f)** Exercise proper control and restraint over this kitten/cat at all times and to not permit this cat to be outdoors.
- g)** Comply with all State and Local ordinances relating to the keeping of this cat, including vaccinating and license laws.
- h)** Not use this animal for any type of experimental purposes.
- i)** Provide regular veterinary care, including annual vaccinations, parasite checks, dental care and regular grooming.
- j)** Provide exercise, adequate companionship and love.
- k)** Ensure that this kitten/cat is maintained at all times as an inside cat, as kitten/cat are not equipped to be outside even for short periods of time.
- l)** Agree that should I/WE move residence, whether it is in state, out of state, or out of the country, I/WE will keep EDA K. MONTGOMERY informed of our current address, phone number and email address. m) Never abandon this kitten/cat.
- n)** To allow EDA K. MONTGOMERY to periodically check on the kitten/cat to assure compliance with this contract. EDA K. MONTGOMERY exercise's the right to remove this animal immediately if this contract is violated in any way.
- o)** NEVER DECLAW THIS CAT
- p)** Sphynx/Bambinos are not completely hairless and some get more hair then other due to hormones, temperature or spay/neuter and EDA K. MONTGOMERY will not be held responsible if this occurs.
- q)** This kitten/cat should be examined by his or her choice of Veterinarian within 48 hours of acquiring the kitten/cat. EDA K. MONTGOMERY is not responsible for URI's that may occur due to stress from this

animal. Once this animal leaves EDA K. MONTGOMERY'S care all medical expenses will be the buyer's sole responsibility .

r) If kitten/cat is purchased with breeding rights, breeding rights are non-transferable. The first generation offspring of this kitten/cat shall not be sold unaltered under any circumstances. If a male, this kitten/cat shall never be offered for stud service. The kitten's TICA registration certificate will be provided to the Buyer upon completion of contract (including but not limited to Eda K. Montgomery receiving pick of litter kitten back. Buyer agrees to provide registration papers for said kitten back in this agreement.) Buyer agrees to alter the cat by six (6) years of age.

s) No body tattoos or piercings. This cat is never to be tattooed or pierced.

I/WE have read the foregoing and agree with all of the provisions and stipulations herein. If the above statements are found to be fraudulent or untrue: EDA K. MONTGOMERY RESERVES THE RIGHT TO REPOSSESS THE KITTEN/CAT AND ALL LIABILITIES ARE WAIVED. THIS IS A BINDING CONTRACT, ENFORCEABLE BY CIVIL LAW. Applications must be signed by all adults living in the household:

I. Buyer agrees that he/she is not acting as an agent in the purchase of this kitten/cat and that Buyer will not sell this kitten/cat or it's progeny to any agent or pet store.

II. Should Buyer choose to break any of the covenants of this Agreement, the remainder of the Agreement will be considered null and void, and Seller will have the right to repossess kitten/cat at Buyers expense.

III. Buyer and Seller agree that this Agreement will be governed by the laws of the State of Pennsylvania and may not be altered, modified or rescinded unless agreed to in writing by Buyer and Seller.

The undersigned agree to uphold all covenants of this Agreement as of this ___ day of _____ 20_____

Buyer _____

Seller _____

Witness _____