

# Siberian Cats of New York

Ellenville, NY 12428

Phone-Text 845-671-0456

SiberianCatsForSale@gmail.com

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## Sales Agreement and Contract

|               |                |                |         |      |     |
|---------------|----------------|----------------|---------|------|-----|
| Color:        | Date of Birth: | Sex:           | Weight: | lbs. | oz. |
| Dam:          | Sire:          |                |         |      |     |
| Breeder/Owner |                | Purchase Price | \$      |      |     |
| Date of Sale  |                | Deposit        | \$      |      |     |
| Kitten-Pet    |                | Carrier/Misc.  | \$      |      |     |
|               |                | Balance Due    | \$      |      |     |

Name:

Phone:

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### Conditions of the sale of a Siberian Cats of New York kitten or cat are as follows:

**DEPOSIT:** The deposit is paid by the buyer to the seller in exchange for a reservation on a particular kitten or a reserved choice of kitten from a future litter. If the buyer changes his or her mind after paying the deposit, the seller is entitled to retain full amount of deposit. The buyer will be given 1 year however to select a kitten or cat. Buyer is strongly encouraged to schedule a veterinarian visit and examination within 72 hours of transfer or receipt of kitten or cat with his or her own veterinarian, unless noted in the health booklet for next visit by seller, within 4 weeks in certain instances.

This is a registerable purebred Siberian kitten or cat, sold as pet quality with "limited registration" unless noted in an addendum. The buyer accepts the responsibility for the care and welfare of the kitten for the life of the animal. This kitten or cat will NOT be allowed outdoors in insure its health and safety. The buyer understands that if tis kitten or cat is allowed to go outdoors, even under supervision, it will be exposed to significant health risks, especially if exposed to other cats that are high-risk, or where other cats might have been. If you let your kitten or cat outdoors, the contract and health guarantee is then broken, and then null and void. Kittens who have not received all of their vaccines yet are at very high risk to contract disease. High-risk cats re those that may b unvaccinated, are carriers of cat viruses, or those that are allowed access to outdoors, or have high-risk socialization patterns based on their behaviors.

This animal will receive regular vet visits, to include a yearly veterinarian examination, and will be given prompt veterinarian medical care needed to maintain the ongoing good health of the kitten or cat. Buyer will follow vaccination schedule prescribed by the licensed veterinarian. Buyer agrees that the kitten or cat purchased from the seller will be fed high quality kitten or cat food and housed in a humane and comfortable manner. Buyer agrees that if any of the terms of this agreement are violated, breeder may reclaim this kitten or cat without refund of purchase price. They buyer agrees to pay all court costs incurred by the seller or breeder if this contract is litigated and that any suits shall be filed in the State of New York, under the laws of the State of New York and seller prevails. Any controversy or claim arising out of or arising to this contract, or breach thereof, shall be settle by arbitration administrated by the American Arbitration Association with its Commercial Arbitration. Rules and judgement on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Siberian Cats New York must be contacted first, if at any time during the kitten's or cat's life the buyer is unable to keep the pet. This kitten or cat will never be placed in an animal shelter. The buyer agrees never to sell, breed, give, lease out or rent, or loan this kitten of cat, nor it's offspring to, or through any pet stores, commercial or private, animal shelter, laboratory, research and development centers. If this cat is found to be neglected or mistreated, the buyer agrees to surrender all rights to this kitten or cat and will willingly surrender this animal to the seller or her representative unconditionally without benefit of refund or any course of reclaim. Any legal expenses, or traveling expenses to do so will be filed as suit in the State of New York against the buyer.

**THERE ARE NO BREEDING RIGHTS GIVEN TO ANYBODY** associated with any of our cats or kittens! You agree to NOT breed this cat or kitten for any reason or purpose whatsoever. Any person caught breeding any of our cats whether for profit, starting a cattery, or just for friends and family will be subject to a \$10,000.00 fine, pursued by legal action, and we will reclaim this kitten or cat at your expense.

**THE KITTEN SHOULD BE ALTERED AT 10 TO 12 MONTHS OF AGE, NOT SOONER.** If registration papers are desired, proof of spay neutering of the kitten will need to be provided to the seller beforehand, by verifiable copy and receipt, by a licensed veterinarian, indicating the specific kitten sold to the buyer, with date of birth, age and color on the receipt. Agreement includes verification to the veterinarian by Lori Lay, or Siberian Cats New York, via phone or other.

Our cattery will accept any Siberian Cats New York kitten or cat back within the first 3 days from date of sale and up to 2 weeks in certain circumstances with a partial to near full refund of purchase price, usually less \$100,00, depending on circumstances. For any kitten returned, buyer will pay all traveling expenses for the return of the kitten or cat involved, over and above the partial refund. After this time, we will accept the kitten or cat back, but no refund will be granted and buyer will be responsible for all traveling and return expenses. The kitten or cat must have a health certificate issued no more than 3 days prior to this return, with all original paperwork that was issued at the time of sale.

Siberian Cats New York guarantees kittens for genetic defects for one year from date of finalizing the sale transaction with the transfer of the kitten. If that said defect results in death, and is evidenced in an autopsy (necropsy) report, and verified copies are provided to us, we will replace the kitten with another of same or similar type. Depending on cause of death, it may be required to wait 3 months before re-introducing another kitten or cat into the household. No cash refund will be given. Buyer assumes all financial responsibility for the health and welfare of the kitten or cat for the duration of its' life, along with all veterinarian costs, alterations, vaccinations, testing, lab work, autopsies or necropsies, etc., starting from the day of acceptance and signing of this contract. There will be no refunds or reimbursements for any such care, vet bills, or other items listed above, and beyond.

Buyer understands that this is a living animal and subject to viral and bacterial infections from time to time, just as a child, or human being and care must be given. If the buyer does feel that there is a potential problem with the health of the kitten or cat, the buyer is strongly encouraged and recommended to contact the seller first before tallying up veterinarian expenses. **IF YOU FEEL THAT THE KITTEN IS NOT WELL WITHIN THE FIRST YEAR, WITH, OR HAS A SERIOUS HEALTH CONDITION, YOU CAN, AND SHOULD RETURN THE KITTEN FOR A PARTIAL OR FULL REFUND DEPENDING ON CIRCUMSTANCE AND CONDITION, BEFORE RUNNING UP LARGE VETERINARIAN BILLS! MOST SERIOUS DISEASES CAN BE DECIDED UPON ONE BLOOD PANEL TEST, WITH/AND/OR PHYSICAL EXAMINATION. DO NOT KEEP YOUR HOPE IN MORE TESTING, OR TRIALS OF PROCEDURES.** Buyer assumes all veterinarian costs, medical costs, lab work and testing involved to diagnose and care for the kitten, with no refund or reimbursement of said medical costs by seller.

**NOTE:** Health guarantee is attached, read and understood by the buyer. It is also understood that it is part of this contract. Additional information is given to the buyer in paper form for the care of the kitten or cat, along with other helpful information. It is agreed by the buyer to read this information for proper care of the kitten or cat.

**NOTE:** With the latest research and findings, it is highly recommended to wait as long as possible for spay/neutering of the kitten as to not interrupt proper growth and development into adulthood. The interior plumbing alone will be much better formed with less chances of obstruction later, along with overall better development, and a bit larger size. We strongly suggest waiting until he/she is 10 to 12 months of age before altering, unless spraying or territorial marking starts earlier. A female can go through a heat or two before altering.

By signing this document, the contract of sales agreement, we the seller and the buyer, consider it to be legally binding under all circumstances and in all courts of law. Any changes, additions, or omissions to this contract must be agreed upon in writing, and dated and signed by all parties. If one clause is declared void, that does NOT affect the rest of the contract which shall remain in full force. Buyer and seller are both of legal age, which is 21 years old to be able to conduct contractual business and the buyer is to be solely responsible for signing this contract. If buyer misrepresents himself or herself whether it is age related or other, the seller will take necessary steps to repossess the kitten or cat with whatever legal steps that may be needed at the buyers expense, and the contract in whole will be null and void.

**Owner/Seller** \_\_\_\_\_

**Date** \_\_\_\_\_

**Buyer** \_\_\_\_\_

**Date** \_\_\_\_\_

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## Health Guarantee

The seller makes no guarantees as to the health of any individual kitten or cat except as follows:

We guarantee every kitten or cat to be free from FeLV/FIV at the time of sale and free of parasites at time of sale. We guarantee every kitten to be free of genetic defects for one year from time of receipt. The kitten will have been checked and vaccinated for Calicivirus, Rhinotracheitis, and panleukopenia. All kittens will be checked and determined to be in good health. It becomes the buyers' responsibility to keep up with an appropriate core vaccine schedule for the kitten upon receipt of the kitten, including rabies vaccine by a licensed veterinarian at the buyers' expense. This guarantee is valid for 7 days from the date of purchase or receipt of delivery on the kitten or cat. In order to qualify for this or any other health guarantee, the kitten or cat must be examined by a licensed veterinarian within 72 hours of receipt of the pet, and up to 4 weeks in certain circumstances, and as otherwise noted on contract or health booklet. (Sundays and holidays excluded).

If during the initial 72-hour period the kitten or cat seems ill, it is to be examined by a licensed veterinarian. If the vet believes that the animal is ill and provides probable cause that the illness was present prior to sale, the seller **MUST** contact immediately. The seller will upon receipt of a written statement from the examining vet, accept the kitten or cat back in exchange for another kitten or cat of equal value if available at the time, or if the kitten or cat is returned to us within 72 hours due to health reasons documented by the buyers' vet, we will reimburse the buyer for the full purchase price of the kitten or cat. This reimbursement does not include the vets' expenses, medical expenses, or any expense for travelling, or any miscellany. If the kitten or cat should die from a problem present prior to the sale (this must be determined by medical records and necropsy, and proof rendered to the seller), the seller at her discretion may either: replace the kitten or cat with one of equal quality within a one year's period of time, or refund the original purchase price, traveling expenses are not included in any refund or reimbursement. Any refunds or reimbursements do not include any vet or medical costs and expenses required for return.

If during the first year the kitten should become ill, the buyer agrees to seek medical attention by a licensed vet immediately and contact the seller at such time. If throughout the entire life of the cat, the cat should become ill, the buyer agrees to seek medical attention by a licensed vet immediately also. If medical attention is not sought at once, this guarantee is null and void. Under no circumstances is the seller's liability to exceed the total amount of the purchase price listed on the contract or sales agreement between buyer and the seller, and is not to include any shipping or delivery charges in that price, veterinarian, medical, or any such other costs. If for ANY REASON you are not satisfied with your kitten, we ask that you contact us.

It is understood by the buyer that exposure to other pets in the house, cats, dogs, can carry and transmit diseases, parasites, virus and bacteria to the kitten. Children playing outside, or working in your yard can do the same. It becomes necessary to lessen exposure to such things to keep the kitten separate from other animals in the house especially until 2 weeks after last kitten vaccine, or 6 months of age. It is preferable to not let other children outside of the household to handle the kitten, especially if their household includes pets. **ALL VISITORS TO YOUR HOME SHOULD WASH THEIR HANDS BEFORE HANDLING YOUR KITTEN FOR THE FIRST 6 MONTHS.** All adults and children in the household should wash their hands before handling the kitten to lessen exposure or transfer of contracting diseases during this time period.

### CONDITIONS THAT WILL IMMEDIATELY VOID THIS GUARANTEE:

Letting your kitten or cat go outdoors, or have outdoor exposure. Exposure to other cats, dogs or other animals with outdoor exposure. Other animals may be carriers of diseases or parasites. Not giving proper time of 3 to 4 weeks in between vaccinations. Giving 2 or more vaccines on the same day. Do NOT give distemper and rabies vaccines on the same day for example. Too young of an age for spay or neutering. Appropriate time is 10 months to a year of age for altering. Altering, spaying, neutering and giving vaccines at the same time or same day. Put 4 weeks in between altering and vaccines, or other invasive medical procedures.

By signing this guarantee, the buyer understands and accepts the terms and condition of this guarantee.

Owner/Seller \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_