

## ***HOLYFOLD HEALTH GUARANTEE***

Seller will provide vaccination record to buyer and guarantees the health of said cat/kitten for three business days against kitten viruses from the date it leaves the possession of the Seller.

When said cat/kitten leaves our cattery, to the best of our knowledge, it is in healthy condition. However, in the event that said cat/kitten should be diagnosed with a medical problem that can be cured, this would not qualify for a replacement.

**If you have other cats, we recommend that you place your new arrival in quarantine for a period not less than 2 weeks.** We require that you take the cat/kitten to your own veterinarian (at Buyer's expense) within the first 3 business days (72 hours) for your own satisfaction and protection, failure to do so will render the contract and this guarantee void and null. You, or your veterinarian, shall report to Seller any medical problem within the guarantee period. If the cat/kitten is found to have a medical problem within the guarantee period, it must be reported to the Seller within twenty-four (24) hours of its discovery. Failure to make this report within this time frame will void this warranty.

### **REFUNDS AND REPLACEMENTS AND EXPENSES:**

There shall be no refunds of purchase price, shipping charges or other costs. There shall be replacement of the cat/kitten only under the circumstances provided below:

**1)** If the cat/kitten is found to be in unsound health with life threatening incurable diseases or viruses by a licensed veterinarian within **3 business days**, the cat/kitten shall be returned to Seller or euthanized **upon approval of seller** unless seller authorizes other options. Then Buyer may request replacement with another cat/kitten of equal value. Said replacement will be made as soon as a suitable replacement becomes available. A medical report signed by the examining veterinarian must be provided to the Seller prior to a replacement being made. There shall be no replacement unless under the Health Guarantee period only or except as stated below). The Seller will not replace any cat or kitten that has not received adequate and appropriate care from its new owner. It is the responsibility of the Buyer to provide immediate veterinary care (at the Buyer's own expense) to any cat/kitten showing signs of illness or distress and failure to do so will render any guarantee null and void. Under no circumstance is a cat or kitten to be destroyed prior to notification by the Buyer to the Seller. "Unsound health" shall be defined as any condition, which is "life threatening" or "incurable", and shall not include curable conditions such as but not limited to infections, upper respiratory virus, bacterial infections, parasites or skin rashes.

**2)** Should the cat/kitten die within One year of cat/kittens birthday as a direct result of an unknown (at the time of sale) congenital birth defect, said cat/kitten will be replaced only if an appropriate autopsy is performed by a licensed veterinarian and a veterinarian's certificate is provided as proof of cause of death. Trauma, abuse or neglect will void the guarantee.

**3)** If kitten is being purchased as a companion (limited registration) if purchasing a male, there are no guarantees that the testicles will drop. If that is a concern to buyer then inform seller and seller will inform buyer if testicles are down at the time buyer chooses kitten. At that time buyer can choose another kitten or wait for a kitten from a future litter.

## **THE BUYER:**

The buyer assumes responsibility of all expenses incurred in relation to the cat/kitten after said cat/kitten leaves the possession of the Seller, as well as any expense incurred at the request of the Buyer before the cat/kitten leaves possession of the Seller. If for any reason the cat/kitten is returned to the Seller, BUYER agrees to pay all expenses, including shipping costs, mileage and re-examination expense of Seller's veterinarian. This examination will include a complete 'viral panel' blood test for FELV, FIP and HIV viruses.

**WARRANTY VOID IF FIP VACCINE IS GIVEN:** We do not recommend vaccinating this cat/kitten with the FIP vaccines. These vaccines are not safe. Reference: Feline Infectious Diseases, Chapter 7, page Fifty-four, (first column-last paragraph). Written by Niels C. Pedersen, D.V.M. Ph.D. **IF FIP VACCINE IS GIVEN TO THE CAT/KITTEN AT ANY TIME, THE ENTIRE HEALTH GUARANTEE BECOMES NULL AND VOID.**

## **VACCINATIONS:**

Your cat/kitten has had the required vaccination series, excluding FIP vaccine and FELV vaccine. We do not recommend the FELV vaccine, however, if there are special circumstances in your household, i.e. an indoor/outdoor cat that may expose this animal to the disease or a cat already in the household that is positive for Feline Leukemia, vaccinating for FELV (Feline Leukemia vaccine) may be done if your veterinarian recommends it.

## **SHIPPING:**

The cat, if shipped, comes to you with a veterinarian's health certificate and a record of vaccinations. Cat/kitten must be shipped 'Prepaid'. Shipping costs will include all cost incurred by the Seller including but not limited to carrier, health certificate, Airline cost, etc. Specific shipping arrangements will be determined in advance and confirmed to Buyer by Seller, with the cats/kitten's best welfare in mind. This signed agreement must be returned prior to cat/kitten being shipped.

## **HOLDING FEES:**

A holding fee (deposit) is placed to hold a particular kitten or a particular order in which to choose a kitten (1st pick, 2nd pick, etc.) for a buyer. **All holding fees are non-refundable.** The goal of our cattery is to place our kittens in loving homes in a timely manner so they may bond with their new family. If a kitten or a place in line is held specifically for a buyer, a change of mind can quite often jeopardize the chance for that particular kitten to be placed in a home while still at a desirable age or cause the seller to lose a particular buyer because the prospective buyer was unable to be high up on the list in-order for choosing a kitten. The minimum required amount is Three Hundred Dollars (\$300.00). If the buyer chooses to except said cat/kitten, the sale of said cat/kitten is consummated and the holding fee \$300 will apply to that kitten only and will not apply to the purchase of any other cat/kitten. In the event that Buyer decides not to purchase a cat/kitten after giving seller a holding fee, the \$300 holding fee would be used to cover the non-specific expenses that the seller incurs in order to resell the cat/kitten. The balance for cat/kitten is due in full when the kitten turns 7 weeks old and has received his/her first kitten shots.

### **ADJUSTMENT AND ORIENTATION PERIOD:**

Each cat/kitten will differ in the time needed to bond with its new family. Please give the cat/kitten ample time to adjust, especially if the cat/kitten has been shipped. A period of **two to four weeks** should be the very least amount of time allowed the cat/kitten for an adjustment period and longer if this is an adult cat or there are children in the house. Please give your new friend and family member a chance to bond with you and its new surroundings. Your new cat/kitten needs to feel safe and secure for its unique individual personality to surface. Failure to slowly introduce your new cat/kitten into your house as recommended can void this guarantee if the breeder feels that the cat/kitten was forced into his/her new environment without proper care and thought being given to the wellbeing of the cat/kitten or other family members and pets.

### **THE BUYER**

The buyer becomes the owner of said cat/kitten upon Seller's receipt of 'Payment in Full' and possession of the cat/kitten is assumed by the buyer. The cat/kitten will be cared for by the Seller until the arranged shipping date or until Buyer is able to take possession of cat/kitten.

### **BREEDING ANIMALS:**

Only cats purchased as a breeder will be guaranteed for both testicles to descend. Said cat cannot have been bred and must be returned to seller at buyer's expense before replacement kitten will be provided and only when suitable replacement becomes available. Breeder also does not guarantee the size of said cat at maturity, whether purchased for breeding, show exhibition or as a companion. **A separate contract and guarantee will be signed for all breeding animals.**

### **HOUSING, CARE AND TRANSFER TO THIRD PARTY:**

Buyer agrees that this cat/kitten will be **kept indoors** and not allowed to roam freely outside. Under no circumstances will this cat/kitten be sent to a shelter or otherwise disposed of, nor shall this cat/kitten be sold, leased or given away to any pet shop, research laboratory or similar facility. If Buyer wishes to resell this cat/kitten or becomes unable, or no longer desires to care for this cat/kitten, Buyer must give Seller first right of refusal to purchase said cat/kitten or return cat to seller at seller expense. Buyer agrees that Seller has the right to retrieve said cat/kitten if Seller does not adhere to all provisions of this contract or if cat/kitten is being neglected or abused.

### **DECLAWING:**

The Seller does not condone the declawing of any cat/kitten as it is inhumane and causes the cat/kitten undue stress and a lifetime of problems. Should the buyer at anytime declaw the cat/kitten, this guarantee and contract will be null and void.

**STATEMENT OF UNDERSTANDING:**

By signing this form, the buyer agrees to all terms and conditions of the health guarantee and understands that any deviation from said agreement will constitute the guarantee null and void.

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Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_

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Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_