

**Holyfold Scottish Folds
Pet Sales Contract**

Description of Kitten or Cat

Breed	Scottish Fold	Date of Birth	
Color			
Given Name			
Sire Name			
Dame Name			

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Holyfold Pet Sales Contract

ARTICLE I.

The Buyer

I, (**Buyer's Name**) further referred to as the buyer, state that I have fully read and understand the terms and conditions set forth by this contract. I further understand that by affixing my signature to this document I am entering into a legal and binding contract with the seller/breeder(s) Holyfold Scottish Fold's hereafter referred to as the seller/breeder. I state that I, under penalty of the law, am entering into this contract of free will, under no coercion or under the influence of any narcotics. I understand that I will be held to this contract to the fullest extent of the laws pertaining to it.

Section 1.01 Agreements

The buyer agrees to the following terms:

- 1) The kitten/cat is to be provided proper nutrition, in alignment with a diet prescribed by the seller/breeder.
- 2) Provide only a **safe INDOOR** environment for the cat/kitten to live and thrive in.
- 3) Provide veterinary care to the cat/kitten on a regular basis as determined by a licensed veterinarian. This includes all emergency care as needed or warranted.
- 4) Provide exercise and human interaction on a daily basis.
- 5) Never **DECLAW** the cat/kitten (see article on declawing)

The buyer further agrees to the following if the cat/kitten is shipped/delivered:

- 1) The cost of the health certificate (required by airline) if shipped by air. The cost of the certificate is fifty dollars U.S. currency (\$50.00) to be paid by the buyer.
- 2) The cost of the carrier depending on size of the cat/kitten. The cost of the carrier ranges from thirty dollars to fifty dollars U.S. currency (\$30.00-\$50.00) to be paid by the buyer.
- 3) The cost of transportation for the cat/kitten. Current domestic fair ranging from three hundred and seventy-five dollars to four hundred U.S. currency (\$375) for intercontinental United States depending on the airline and current fairs at the time of purchase, this included the health certificate that is required by the airline as well as a carrier. Cost of delivery of the cat/kitten by the seller/breeder transport will be at 75¢ per mile or capped at \$500 (five hundred dollars) whichever is the cheaper. This is to be paid by the buyer before delivery of cat/kitten.

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Article II. Guarantee
Section 2.01 Health

The kitten/cat has been treated for roundworm with Panacur at 9 weeks of age. We guarantee the kitten to test negative for FIP, Feline Leukemia and Feline Aids as all breeders in our cattery have been tested and returned negative and being a closed cattery, we do not have any outside cats coming in that may present these diseases. We also guarantee against ringworm and that there will be no heart murmurs when the kitten/cat goes home.

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

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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.

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SHIPPING & DELIVERY:

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 will 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.

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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 any time 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.

Signature of Buyer

Date

Signature of Seller

Date

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Section 2.02 Vaccines

Due to problems that may be incurred by the administration of Feline Leukemia vaccination, the seller/breeder does not administer this vaccine. This would be a decision between the buyer and their veterinarian. The seller/breeder does not prohibit the buyer from having this vaccine administered

The cat/kitten has been vaccinated against the following:

Viral Rhinotracheitis Calici Virus Panleukopenia Chlamydia at seven (7) and ten (10) weeks.

The 3rd vaccination is to be given at thirteen (13) weeks of age and at the buyer's expense.

Section 2.03 Acceptance

It is fully acknowledged by both the buyer and the seller/breeder that no long range health guarantee can be offered due to the varying conditions in the cat/kittens new environment.

Article III. Purchase terms**Section 3.01 Terms**

The buyer understands that the cat/kitten is to be bought as a pet unless otherwise agreed upon by the seller/breeder and an amendment had been attached to this contract. Failure to conform to these terms will result in the contract being null and void and legal action being taken. At no time is the cat/kitten to be used for breeding without approval from the seller/breeder and by attachment of an amendment to this contract.

Section 3.02 Purchase Price

The agreed upon sales price of nine hundred ninety-five dollars (\$995.00) U.S. currency. The sales price of the kitten does not include the cost of spaying or neutering of the cat/kitten, delivery/shipping cost, carrier, health certificate, etc that will be determined before delivery of cat/kitten and must be paid at the same time as the final payment on balance. Spay/Neuter services are offered by our veterinarian for an additional charge; please inquire if this is a service that you would like to add. The kitten must be 10 weeks of age and at least 2 lbs in weight. Spay/neuter will add an additional week to the delivery/pickup date of the cat/kitten.

Section 3.03 Deposit & Balance

Holyfold Scottish Folds prefers to use PayPal for all transactions as this is the most secure form of payment and is immediate allowing faster processing.

Deposits can be made by cashier's checks or money orders for three-hundred dollars (\$300.00) U.S. currency. Checks can be made out to: Stephanie Smith

They can be mailed to:

Holyfold Scottish Folds

c/o Stephanie Smith

770 Old Furnace Rd

Tellico Plains, 37385

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The deposit is non-refundable.

The remaining balance of the cat/kitten is due in U.S. currency, plus transportation fees and other costs (i.e. health certificate, carrier, etc.), if applicable, are due at 7 weeks of age and the first kitten shot has been administered. These costs may be paid in cashier's check, money order or PayPal. Since all money received goes into the support of the Cattery, NO money is refundable.

Article IV. Notes, Amendments and Arbitration

Please note that at times of stress, such as going to a new home environment or air travel, we believe cat/kitten(s) can exhibit signs of illness which may include but are not limited to the following:

Sneezing, Runny nose, Diarrhea, and/or constipation Nervous scratching

To help reduce the signs of stress:

Slowly introduce the cat/kitten to its new living environment one room at a time rather than the entire house. Limit the time the cat/kitten interacts with strangers, children, or other members of the household and other pets and animals.

Article IIV. Contract Terms

This contract is binding and cannot be changed except by adding amendments agreed upon by both buyer and seller/breeder. At no time may this contract be altered without consent from the seller/breeder. This contract is legally binding and any dispute(s) will be settled by an outside arbitrator acquired by the party bringing about the dispute, unless otherwise stated in the contract. Legal fees, if seller/breeder is found in the wrong, will be limited to fifty percent (50%) of the purchase price of the cat/kitten minus the deposit. The buyer's signature on this form indicates that the buyer accepts all terms and conditions listed in this contract. This contract applies only to the Buyer and Holyfold Scottish Fold's in this transaction, is nontransferable to other parties and is legally binding to all parties involved. It is mutually agreed that if a dispute over this contract were to go to court it would be tried in Monroe County, Tennessee, under Tennessee law, and the Buyer will pay all court costs, traveling expenses and attorney's fees. Buyer and Holyfold Scottish Fold's may choose to use arbitration in lieu of court.

Article V. Return

If within seven (7) days of delivery of the cat/kitten to the buyer, the buyer wished to return the cat/kitten for any reason, the buyer will return the cat/kitten to the seller/breeder with the expense of transportation of the cat/kitten to be at the buyer's expense. The seller/breeder will at the time of return, make a decision based on circumstances to either issue a credit towards the purchase of another cat/kitten or refund a pro-rated amount of the purchase price minus the deposit.

If for any reason during the life of the cat/kitten the buyer is no longer able to keep or care for the cat/kitten for any reason, the buyer will contact the seller/breeder to return the cat/kitten.

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There will be no credit or monetary exchange for this return. At no time is the cat/kitten to be placed into a humane shelter, pet shop, or released into the wild.

The seller/breeder has the best interest of the cat/kitten at heart at all times and reserves the right to amend the return policy provided that the seller/breeder provide the buyer a copy of said amendment in writing within an appropriate time after the amendment had been made.

Article VI. Contact Information

The seller/breeder information is as follows:

Seller/Breeder names: Stephanie Smith

Company Name: Holyfold Scottish Folds

Physical Address: 770 Old Furnace Rd., Tellico Plains, TN 34785

E-Mail Address: holyfold@aol.com

Contact Phone: 423-261-2049

Buyers Information:

Buyers Name: (Insert Buyer's Name)

Buyers Address: (Insert Buyer's Address)

Buyers Telephone Number: (Insert Phone Number)

Buyers E-mail Address: (Insert Email)

Acceptance:

I, _____ enter into this agreement willfully. I agree to all conditions set forth in the above contract. I agree that in the event of dispute I will refer to the article on arbitration. I understand that upon signing and returning this contract and required deposit that I am entering into a sales purchase and that my deposit is non-refundable even if I decide not to purchase the cat/kitten.

Signature of Buyer

Date

Financial Information

Price of Kitten: \$XXX

Deposit: \$300

Deposit on Kitten Paid via XXX

Balance: \$XXX

Payments (-) / Services (+) (If Applicable):

Balance Paid - \$695 – Paid via PayPal 6/1/16

Balance: \$0

Transportation/Delivery Charges:

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A. Delivery to Boston MA on June 16th 2016 ... \$600 B. Delivery to Nashville International Airport – Date TBD - \$85 C. Cargo Transportation – Flight into Boston MA – Date TBD - \$400
Amount Now Due: \$0

See above for delivery options, balance due based upon choice.

Acknowledgement of Seller

The undersigned seller agrees that all information contained in this contract is true and binding and agrees to uphold the seller's part of the contract.

Sellers Signature (Electronic)

Date

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