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Three Wishes Cattery Contract and Health Warranty

This contract was updated June 27, 2019

Name of SELLER: Claire Jagers, of Three Wishes Cattery

BUYERS required deposit is \$_____ Total price is

\$_____ (kitten description) Breed:_____

(D. O. B.)_____ (Gender)_____ Color/Pattern_____ Name of

BUYER(S):_____ THIS KITTEN/CAT

IS SOLD FOR: (CHECK AND INITIAL ONLY ONE) BREEDING_____ PET ONLY_____

*** (initial this paragraph ONLY if you are purchasing this kitten/cat for PET)** This cat/kitten has been purchased as a pet. BUYER agrees that this kitten/cat will not be used for breeding. This kitten/cat must be neutered/spayed at 6 to 8 months of age. Pet registration papers (blue slip) will be provided when BUYER provides veterinary proof to SELLER that this cat has been spayed or neutered. Proof of Spay or neuter must be provided to SELLER no later than when the cat/kitten turns 9 months old in order for SELLER to receive blue slip registration paper for this kitten/cat. Breeding a kitten/cat sold as a pet only is a violation of this contract and may result in legal action against the BUYER.

PET BUYER INITIAL_____

***(Initial this paragraph ONLY if you are purchasing this kitten/cat for BREEDING)** This cat/kitten has been purchased for breeding. BUYER agrees not to resell or loan this kitten/cat intact to another individual or cattery with breeding rights or registration papers. When the BUYER no longer wishes to breed and/or show this cat, the BUYER will neuter/spay this cat and either keep it as a pet, or place it in a safe indoor pet home without registration papers after it has been neutered/spayed. SELLER does not guarantee the success of cats sold for breeding and/or showing. Three Wishes Cattery only sells breeding cats to cageless or minimum cage catteries. Minimum caging means cats are only caged temporarily for things like quarantine, birthing, or sickness, and they do not live in cages. BUYER agrees not to keep this cat/kitten in a caged living situation. BREEDING/SHOW BUYER INITIAL_____

The rest of this contract/warranty applies to both pet owners and breeders. Read the each paragraph and initial that you have read and agree to each term. This contract must be initialed, signed, and returned to buyer right away to be considered valid.

Only the DEPOSIT is accepted before the kitten is delivered to the BUYER. The maximum amount of deposit that is accepted is \$400 (four hundred dollars). Deposits are non refundable. The balance is due at the time you take your kitten. An exact time when any kitten can leave the cattery cannot be given, but kittens normally go to their new homes between 12 and 14 weeks of age. Kittens will not be allowed to leave early.

BUYER INITIALS_____

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Three Wishes Cattery is not a boarding facility. A boarding fee is charged when kittens are not picked up in a timely manner. Kittens that are ready to go must be paid for in full by the age of 14 weeks old and picked up no later than 16 weeks old, unless otherwise arranged by written and signed contract. Adult cats and cats that are over 6 months of age are to be picked up within 30 days of completed payment. There is a \$25.00 weekly boarding fee that begins on the first day after the kitten turns 16 weeks old, or on the 31st day after purchasing an adult or cat over 6 months of age. The boarding fee will increase to \$50.00 per week after 4 weeks of boarding. Seller will not release kitten/cat to buyer unless all fees are paid, including any accumulated boarding fees due to late pick up. Kittens/cats not paid for in full, including any accumulated boarding fees due to late pick up, will be resold 60 days after boarding fees begin and NO REFUNDS will be issued due to failure to pay in a timely manner. BUYER INITIALS _____

Three Wishes Cattery is now a closed cattery for safety reasons. We only meet customers in public areas in cities or towns near the cattery location. We typically drive up to two hours from our location, free of charge, to meet the buyer at the time of delivery. BUYER INITIAL _____

SELLER does not warranty any injury whatsoever that occurs once the kitten/cat has left Three Wishes Cattery. Buyers will ensure that a capable adult is responsible for the care of this kitten/cat. BUYER INITIAL _____

SELLER reserves the right to cancel a sale at any time prior to a kitten going home, for any reason. SELLER may cancel a sale if a cat or kitten becomes chosen to keep for our breeding program. If SELLER cancels a sale, any money paid will be refunded to BUYER unless the cancellation is due to a breach in the contract by the BUYER, in which case, the deposit will be retained. BUYER INITIAL _____

The SELLER will take kitten to a veterinarian once for a wellness examination before the cat/kitten is delivered to the BUYER. The SELLER will provide two to three rounds of basic vaccinations administered by the SELLER during the weening period. A record of medical care will be given to the BUYER. BUYER INITIAL _____

A special note about fur stains: Flat faced breeds may experience more staining than other breeds. As young kittens learn to eat food, they will sometimes experience stained fur of the face, neck, and sometimes paws. Some kittens may also experience tear stains, which is also more common in flat faced breeds. Please make sure you have researched the breed before buying this kitten/cat. We do not refund or exchange due to staining. BUYER INITIAL _____

Time limited health warranty: SELLER does not provide refunds of deposits, unless SELLER cancels a sale. In the event of an ill kitten with a covered illness, A healthy exchange kitten will be offered. The following are covered illnesses: FELV, FIV, PKD, serious high grade heart murmur of grade 3 or higher, and retained testicles in breeding males (retained testicles are only warrantied for breeding males and are not warrantied for pet males). Three Wishes does not give cash refunds, unless an exchange kitten does not become available within one year of exchange request date. The exchange kitten will be approximately the same quality, fur length, and gender as the original reserved kitten, however, the same body color, eye color, and pattern cannot be guaranteed. If suitable exchange kittens are available during the one year period after the exchange was requested, and BUYER refuses to choose one, SELLER will no longer be obligated to offer an exchange and no refund will be provided. Three Wishes provides a 72 hour (3 days) limited warranty that your purchased cat/kitten is free from feline leukemia virus (FELV) and the feline immunodeficiency virus (FIV) , as well as Poly-cystic Kidney Disease (PKD) and serious high grade heart murmur of grade 3 or higher at the time of purchase. Low grade 1 or grade 2 heart murmurs are not covered by this contract because they are usually not considered serious. Breeding males will not be sent home with BUYER until testicles are descended. If a breeding males testicles are not descended by 6 months of age, buyer may request an exchange kitten. Undescended testicles are not warrantied in pet males because this condition does not prevent them from being neutered. BUYER INITIAL _____

This contract does not cover any other treatable illness. This contract does not cover any illness, treatable or otherwise, that said kitten/cat may contract later in life, or after the warranty date. No other illness/injury is covered under this warranty. There is no guarantee concerning any imperfect feature, such as crooked teeth or nose, kinked tail, miss-marked pattern, or head shape. There is no guarantee for show quality, personality, sexual development, or success of cats sold for breeding.

BUYER INITIAL _____

To validate warranty, BUYER must take the purchased kitten/cat to a licensed veterinary within three (3) days of the date of purchase for a health examination that includes testing for FELV, and FIV. Buyer will quarantine said cat or kitten away from all other pets until vet exam is completed. Vet Examination and any testing shall be at BUYERS expense. If indicated by veterinarian test or laboratory test results the kitten/cat purchased is suffering from any of the covered illnesses the BUYER must notify the SELLER immediately within 24 hours of the findings, to qualify for the first available exchange kitten/cat. BUYER is

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responsible for transporting ill kitten/cat to SELLER. BUYER will provide SELLER with a veterinarian signed note and a copy of the test results on his or her letterhead stationary explaining the findings before the kitten can be returned. This guarantee will be VOID if the kitten/cat is exposed to any other animal between delivery to the BUYER and the examination of the kitten/cat. Under NO circumstances is the purchased kitten/cat allowed to be destroyed prior to notification and agreement of the SELLER, regardless of the medical condition. To do so voids this contract. If one of the covered illnesses are found with purchased kitten/cat, an exchange kitten can take up to 1 year from the date of notification. Please see the underlined paragraph regarding exchange kittens on Page 3 of this contract. BUYER INITIAL_____

The BUYER must understand that the kitten/cat may require additional boosters to achieve immunity, other than those provided by the SELLER, as well as annual vaccinations. The BUYER must understand that vaccinations do not guarantee immunity. The BUYER promises to maintain a preventative vaccination schedule as necessary, and to keep the cat in good health.

BUYER INITIAL_____

By signing this document, SELLER has read and agrees to the terms of this Three Wishes Cattery legal warranty/contract. Not valid unless signed.

Three Wishes Cattery

Owner/operator Claire Jagers

143 Hub Street. Ozark, Alabama 36360

BUYERS SIGNATURE_____

BUYER ADDRESS/PHONE/EMAIL_____

