

Three Wishes Cattery Payment Policy and health warranty

This contract was updated August 15, 2018

Name of SELLER: Claire Jagers, of Three Wishes

Cattery All kittens / cats require a deposit to hold them.

BUYERS required deposit is \$ _____

Total price is \$ _____

(kitten description)

(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)** If this cat/kitten has been purchased as a pet, the BUYER agrees that this kitten/cat will not be used for breeding. **This kitten/cat must be neutered/spayed by 6 months of age for a kitten, and within 14 days from time of delivery for cats/kittens over 6 months of age at the time of purchase.** Breeding a kitten/cat sold as a pet only is a violation of this contract. The breeder retains the right to file legal action if buyer breeds this kitten/cat without breeding rights. PET BUYER INITIAL _____

***(Initial this paragraph ONLY if you are purchasing this kitten/cat for BREEDING)** If this cat/kitten has been purchased for breeding, the 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. SELLER recommends that male breeding cats especially, should have their own room of the house where they can be kept away from females as needed, but can have plenty of room to play, climb, and relax. 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. Payments are accepted at any time during the weaning process, but we prefer that you pay most of your balance 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 just because a certain time frame may be more pleasing or convenient to the buyers. BUYER INITIALS _____

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. This means that customers are no longer allowed to come to our home for visits or pick ups. We now 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. If you do not agree with this policy, Three Wishes Cattery cannot sell a kitten to you. BUYER INITIAL _____

Three Wishes Cattery strongly advises against keeping cats or kittens with dogs that have a high prey drive or any other animal that has any history of aggression. SELLER does not warrant any injury or death to a kitten resulting from an animal attack. SELLER also advises against leaving kittens alone with very young or rough children who may accidentally injure a kitten. SELLER does not warrant any injury whatsoever that occurs once the kitten/cat has left Three Wishes Cattery. Buyers will ensure that an adult is responsible for the care of this kitten/cat. Buyer will not leave this kitten/cat unsupervised with a child or potentially dangerous animal. BUYER INITIAL _____

SELLER reserves the right to cancel a sale at any time prior to a kitten going home, for any reason. Rarely, SELLER may cancel a sale if a cat or kitten becomes chosen to keep for our breeding program. Depending on the circumstances of cancellation, a reason may or may not be provided. 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. BUYER INITIAL _____

The SELLER will take kitten to a veterinarian once for one wellness examination before the cat/kitten is delivered to the BUYER. The SELLER will provide two rounds of vaccinations administered by the SELLER during the weening period. A record of medical care will be given to the BUYER. 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, and serious high grade heart murmur of grade 3 or higher. Three Wishes does not give cash refunds, unless an exchange kitten does not become available after one year from exchange request date. Three Wishes provides a seven (7) day limited warranty that your purchased cat/kitten is free from feline leukemia virus (FELV) and the feline immunodeficiency virus (FIV) , as well as Polycystic Kidney Disease (PKD) and serious high grade heart murmur of grade 3 or higher at the time of purchase. * A special note concerning heart murmurs: Low grade 1 or grade 2 heart murmurs are not covered by this contract because these low grade heart murmurs are usually not considered serious, they are not contagious, and they often correct themselves over time. BUYER INITIAL _____

Research has shown that a small percentage of all white cats may be deaf in one of both ears. This applies to any white cat, regardless of eye color, and is not breed specific. Many white cats hear fine. Deafness has very little effect on house cats and in fact, often goes unnoticed. As long as the cat is kept indoors and away from any situation where their safety depends on hearing, no treatment is required for deafness and the cat will live a perfectly normal life. Therefor, we do not warranty against deafness. BUYER INITIAL _____

A special note about fur stains: As young kittens learn to eat food, they will often dive into their food with their entire face. This can lead to stained fur of the face, neck, and sometimes front paws. Some kittens may also experience tear stains. Although we bathe our kittens with regularity, we sometimes are not able to keep all stains off. Lighter kittens or more extreme faced kittens are more likely to experience some visible staining. Most kittens will become less messy about eating as they become adults. Please make sure you have researched exotic and Persian cats before buying, and you are ready for the responsibility of caring for this kitten/cat. These breeds take work to maintain. Some kittens/cats may develop staining despite efforts to keep them stain free, and we do not refund or exchange due to staining.

BUYER INITIAL _____

This contract does not cover any other treatable illness that kittens may commonly get, such as, but not limited to, eye infection, respiratory infection, ear infection, and parasites or fungal infections, although Three Wishes does our best to limit such occurrences. 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, or head bump. There is no guarantee for show quality, personality, sexual development, or success of cats sold

for breeding. These are factors that the breeder cannot always predict or control, and therefor will not guarantee. BUYER INITIAL _____

To validate warranty, BUYER must take the purchased kitten/cat to a licensed veterinary within seven (7) 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 FELV/FIV, or has a serious high grade heart murmur of grade 3 or higher, or tested positive for PKD the BUYER must notify the SELLER immediately within 24 hours of the findings, to qualify for the first available exchange kitten/cat. Under NO circumstances is the SELLER responsible for ANY veterinary charges or medical testing fees. BUYER is 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 of the SELLER, regardless of the medical condition. To do so voids this contract. BUYER INITIAL _____

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. If an exchange kitten does not become available within 1 year, a cash refund will be given for the total price, minus the deposit fee. If healthy kittens are born but the buyer does not choose one within the one year time frame, no refund will be issued and no replacement kitten will be owed. 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. Seller strongly advises that prior to bringing home this kitten/cat, all other cats in the home should be tested negative for FELV and FIV, examined by a veterinarian, and vaccinated against common cat viruses, even if they appear healthy. BUYER INITIAL _____

By signing signing this document, SELLER has read and agrees to the terms of this Three Wishes Cattery legal warranty and payment policy. Three Wishes Cattery does not place kittens or cats with anyone who does not agree to our terms. Not valid unless signed. If this signed warranty is not presented to the seller, then there is no implied warranty whatsoever.

Three Wishes Cattery Owner/operator Claire Jagers
143 Hub Street. Ozark, Alabama 36360

BUYERS SIGNATURE _____

BUYER ADDRESS/PHONE _____

