

Wind River Maine Coon Cattery AKA Wind River Coons, Cat or Kitten, Contract

This contract is between Wind River Maine Coon Cattery AKA Wind River Coons, hereafter called Breeder, and

_____.

Address: _____,

Telephone: () _____ home, () _____ work, () _____

hereafter called Buyer(s), concerning _____ described below:

COLOR: _____

PATTERN: _____

SIRE: _____

COLOR: _____

DAM: _____

COLOR: _____

BIRTHDATE: _____

SEX: _____

SOLD AS: PET: _____ BREEDER: _____ SHOW ALTER: _____

SHOW: _____

TOTAL PRICE: \$ _____ : DEPOSIT \$ _____ (Non-Refundable)

BALANCE DUE: \$ _____ : Final payment by _____

METHOD OF PAYMENT DEPOSIT:

To secure or reserve a kitten/cat(s) a deposit of \$300.00, non-refundable will need to be put down on the kitten/cat (s). I do not hold kitten/cat(s) without a deposit. In event that you have changed your mind on selection or timing, you may roll the deposit to the next available litter, otherwise non-refundable. The deposit is applied to the kitten/cat(s) price. The Buyer(s) shall make the deposit called for under this contract via PayPal or in the form of a check, money order, or cashier's check. The payment shall be made in U.S. currency. Payments made via PayPal shall be sent to:

email address: pamela@windrivercoons.com

PayPal's fee must be added to payments made via PayPal; this serves to cover the fee that the Breeder is charged by PayPal for the transfer of funds. A deposit made in the form of a check, money order, or cashier's check shall be made payable to and mailed to:

Pamela Coxey

7096 US HWY 26

Crowheart, Wyoming 82512

By paying the deposit the Buyer(s) indicates that he/she understands and agrees to abide by the terms stated in this contract.

PURCHASE OF CAT OR KITTEN:

Payment for the kitten/cat(s) must be provided in the form of cash, cashier's check, or money order. The payment shall be made in U.S. currency. The Buyer(s) will pay for all travel and shipping expenses. Should the Breeder agree to help transfer the kitten/cat(s) in person, any mileage will be at the expense of the Buyer(s).

GUARANTEE BY BREEDER:

1. Breeder guarantees that the kitten/cat(s) listed above is a purebred Maine Coon Cat, with an accurate pedigree, and is eligible for registration in either or both; Cat Fanciers Association (CFA) or The International Cat Association (TICA).
2. Breeder further guarantees that the parents were negative for FeLV and FIV at the time of breeding, and in good health. The parents have been vaccinated at least twice against feline upper respiratory diseases and free of internal parasites. Free from genetic defects that pass down to the kittens if present. If purchased as a PET this kitten/cat(s) is guaranteed for the first 2 years against a GENETIC problem so severe that it prevents the animal from living a normal life as a pet, i.e. HCM, Hip dysplasia. Upon receiving written proof of a diagnosis of severe HD by an OFA or Penn Hip certification, or diagnosis of HCM by a certified Veterinary Cardiologist, the Buyer(s) will receive a replacement with another kitten/cat(s) of equal quality as soon as available. Buyer(s) may keep the original cat. Breeder is not responsible for any vet bills incurred. Buyer(s) must provide a death certificate issued by a veterinarian in the event of a death in order to qualify for a replacement kitten.
3. If during the initial veterinarian visit (with-in 48 hours of receipt), a diagnosis of disease other than stress-induced minor upper respiratory infection is made, Buyer(s) agrees to provide a written report, signed by the examining licensed veterinarian, including the diagnosis and all test results the diagnosis is based on.

The Breeder has the right to request a second opinion from a Veterinarian of the Breeder's choice, at the Breeder's expense. Upon confirmation, the Breeder is obligated

to pay for the treatment of the diagnosed illness, up to 1/2 of the purchase price of the animal. The Buyer(s) may, within five days of the veterinary diagnosis elect to either a) cancel this contract and be refunded the purchase price, or b) accept a replacement animal, when available. The Breeder may, within the same five-day period, elect to cancel this contract and refund the purchase price to the Buyer(s). All costs associated with shipping will be the responsibility of the Buyer(s).

GUARANTEES BY BUYER(S):

____1 Buyer(s) agrees to have the kitten/cat(s) examined by their Veterinarian within 48 hours of purchase, AND advise the Breeder of the results of the exam. Mindful that the stress-induced in an animal when going to a new home may cause symptoms of illness, including minor upper respiratory infection which may include sneezing, runny nose, watery eyes, diarrhea, or constipation. To reduce stress, feed the kitten the same food as the cattery feeds and offer water as well as taking reasonable measures to reduce stress. Above health, guarantee DOES NOT include minor stress-related illness

____2. Buyer(s) promises and warrants that this kitten/cat(s) will be an INDOOR animal, not allowed to roam freely outside, or forced to live outside. Outdoor cat enclosures that are adjoined to the house with maximum proper shade, is a safe way to offer fresh air and an outdoor environment. A. Absolutely no tying your harness trained cat or kitten outside to a tree, porch, etc. B. This kitten/cat(s) WILL NOT BE DECLAWED, at any time during its life. C. The kitten/cat(s) will not be forced to crate living its entire life, or confined to a cage for extended periods of time. A, B, C falls under the No Common Sense Clause, resulting in immediate, mandatory forfeit of the kitten/cat(s) from the Buyer(s) back to the Breeder indefinitely.

____2a. Failure to comply with #2. will result in the voiding of any and all health guarantees and loss of ownership of the kitten/cat(s).

____3. Under no circumstances will this kitten/cat(s) ever be sold, leased, or given away to any pet shop, Humane Shelter, research facility, or similar facility. If for any reason this kitten/cat(s) cannot be kept by the Buyer(s), Breeder will be notified PRIOR to any disposition being made of this kitten/cat(s). If the Buyer(s) decides that he/she no longer wants the kitten/cat(s), regardless how many years have passed since the purchase of the kitten/cat(s), the Breeder will be given the first option of rescuing the kitten/cat(s).

____4. If at any time this kitten/cat(s) is found to be ill, malnourished, abused, neglected, or loose/unattended outdoors, Buyer(s) will surrender said kitten/cat(s) to the Breeder unconditionally, with no refund of the purchase price.

____5. This kitten/cat(s) will not be euthanized for any reason other than a veterinary deemed emergency, without Buyer(s) contacting the Breeder FIRST.

____ 6. This kitten/cat(s) will not be sold or given away "intact" without the Breeder's expressed/written permission. If sold intact the spay/neuter agreement will apply as written in contract.

____ 7. If the kitten/cat(s) is sold to a multi-cat Breeder or Show home, the kitten/cat(s) must be isolated for a period of 21 days in order for the health guarantee to be valid.

____ 8. If the kitten/cat(s) is to be shipped by air, all costs of transportation, including Rabies vaccination & USDA Health Certificate, for shipment, shall be borne by the Buyer(s). Breeder is not responsible for airline costs or errors, including handling.

Other Stipulations: _____

SPAY/NEUTER AGREEMENT:

This kitten/cat(s) is being sold with no breeding rights and on a spay/neuter agreement. Buyer agrees that the kitten(s) be spayed/neutered by the time the kitten(s) reaches five lbs. or six months of age, whichever comes first, at Buyer(s) expense. Within three months of receiving the kitten/cat(s), Buyer(s) will provide the Breeder with either documentation of the spay/neuter appointment or the veterinarian's guarantee that the appointment exists and will be carried out. Proof (e.g., veterinary bill, phone call from a veterinarian) that the kitten(s) has been sterilized must be provided before the kitten(s) reaches six months of age. If the kitten(s) is not spayed/neutered by five lbs. or six months of age and/or proof of sterilization is not provided, Breeder will enforce a breach of contract for the maximum dollar amount. of 500.00 per day up to 3 days, unless the appointment is made in those 3 days. Should the Buyer(s) refuse to complete the spay/neuter agreement, the Buyer(s) will forfeit both the ownership of the kitten(s) as well as the deposit with no refund of the purchase price. Breeder will enforce a breach of contract for the maximum dollar amount of 1500.00 for the 3-day grace period, the Buyer(s) chose to ignore. The Breeder agrees that the Buyer(s) will be able to discuss freely the kitten/cat(s) health information, sterilization status, and well-being with the Buyer(s) veterinarian; due to privacy matters, the Buyer(s) agrees to notify his or her veterinarian as to this agreement

Name of Veterinarian:

Name of Veterinary Practice Address of Practice/Veterinarian:

Phone number of Practice/Veterinarian:

Date or Tentative Date of Appointment for Spay/Neuter:

Buyer(s) certifies that this information is true and accurate. Breeder is not liable for errors and/or mishandling on the part of the Buyer(s).

MEDICAL:

This kitten/cat(s) has been vaccinated against Panleukopenia (feline distemper), Rhinotracheitis and Rabies. All vaccines are complete for the first year. Please take your record book with you each time to the vet so there is no confusion on repeating vaccines already given for the first year on your kitten. Multiple vaccines should not be given on the same day and should be administered by a veterinarian.

____ 9. All sales are final after 48 hours. Refund or replacement is at the Breeder's discretion.

____ 10. Buyer(s) agrees that this contract will be bound by the laws of the State of Wyoming on, and any dispute regarding this contract will be settled in a Wyoming court.

BREEDER: _____

Date: _____

BUYER(S) _____

Date: _____

BUYER(S) E-mail Address: _____

BREACH OF CONTRACT:

In the event the Buyer(s) is found to have violated any of the terms and conditions of this contract, the kitten/cat(s) is to be surrendered unconditionally to the Breeder. Breeder may reclaim physical and legal ownership of kitten/cat(s) with or without due process of law for any breach of contract with no refund of the purchase price. In the event the Buyer(s) is found to have violated any of the terms of this contract, Buyer(s) shall be liable to the Breeder for damages in the amount of two times the purchase price of said kitten/cat(s), plus expenses for veterinarian care upon return of kitten/cat(s) to Breeder and all attorney, legal and related miscellaneous fees that result in litigating this contract. Any legal action, which may arise under the terms of this contract, will be brought in the county/city of Breeder's residence. Attorney's fees and out-of-pocket costs should Buyer(s) breach this contract. Buyer(s) is responsible for any and all costs resulting from the litigation of this contract, the amount of purchase of kitten/cat(s), shipping expenses, associated veterinary expenses, and any damages caused to the reputation of Breeder.

EXCLUSIVE JURISDICTION FOR SUIT IN CASE OF BREACH:

Any legal action that may arise under the terms of this contract will be brought to _____ county or state of the Breeder's current place of residence. The Buyer(s)

and Breeder, by entering into this Agreement, submit to jurisdiction in _____, _____, or the Breeder's current place of residence, for adjudication of any disputes and/or claims between the parties under this Agreement.

INTEGRATION:

There are no other conditions or guarantees, verbal or implied. No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined in this contract. All prior agreements, representations, and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this contract.

SEVERABILITY:

In the event any provision of this contract is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this contract so as not to cause the invalidity or unenforceable of the remainder of this contract. All remaining provisions of this contract shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law. Modification except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Buyer(s) and Breeder. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

NO COMMON SENSE CLAUSE:

Endangerment or reckless care of the kitten/cat(s) and its quality of life resulting in immediate, mandatory forfeit of the kitten/cat(s), and ownership indefinitely with no refund of the deposit/purchase price.

ACKNOWLEDGMENT OF DEPOSIT PAID AND ACCEPTANCE OF CONTRACT:

Buyer(s) and Breeder signatures that appear immediately below indicate that the Breeder has received the deposit and the Buyer(s) has agreed to the terms of this contract. This portion serves as the Buyer(s) receipt for the deposit. This document is a legally binding contract. In signing this document, the Buyer(s) acknowledges that he/she has read, fully understands, and agrees to ALL of the terms and conditions stated above.

Name of Buyer(s) (print):

Signature of Buyer(s): _____

Date: _____

Name of Breeder (print): _____

Signature of Breeder: _____

Date: _____

Buyer(s) and Breeder signatures that appear immediately below indicate that the kitten/cat(s) has been sold and is now the property of the Buyer(s).

Buyer(s) (print): _____

Signature of Buyer(s): _____

Date _____

Name of Breeder (print): _____

Signature of Breeder: _____

Date _____