KrystalHi Selkirk Rex

PET" Contract

This Contract is between ***Tina Wickizer***, KrystalHi Selkirk Rex, hereafter called "KrystalHi Selkirk Rex" or the "Breeder," and _____ hereafter called "Buyer:"

Buyer(s):	
Physical	
City:	
Home Phone:	Work Phone:
Cellular:	Home E-Mail:

Fax:	Work E-Mail:

Buyer understands and agrees that the cat or cat / kitten (hereafter called "Cat / kitten") described below **is being purchased as an INDOOR pet and is sold with NO breeding rights.**

Name:	Date of Birth:
	Microchip #:
Sire:	Sire's Description:
Dam:	Dam's Description:
TICA Registration #:	

Total:

Special Payment Notes:

The Buyer may pay holding fee with PayPal (*friends and family*), Cash or Certified Check

The Buyer may pay the balance owed with PayPal (*friends and family*), Cash or Certified Check

Buyer must bring an approved (airline/ vehicle) pet carrier to take the cat / kitten home safely!

Section 1 **Health of the Cat / kitten**

Breeder represents and warrants, to the best of their knowledge and belief and based upon genetic testing performed of the Kitten's parents. However, if, **within the first 12 months of the Kitten's life,** it is determined through an examination by a licensed veterinarian (if the Cat / kitten is ill) or by necropsy (if the Cat / kitten has died), that such illness or death is the direct result of its having one or more of these two (2) genetic conditions, Buyer shall notify Breeder and provide a copy of the written medical examination or necropsy. Buyer may request a replacement cat / kitten of equal value in the same manner as set forth in Section 2, below.

Buyer agrees that smoking of any kind (*tobacco or marijuana)* is explicitly not allowed in the presence of this developing cat / kitten or adult cat. The presence of second hand smoke can double or even triple the occurrence of allergies, and or respiratory cancers in felines. _____ **[Buyers Initials]**

Buyer affirms that this transaction is not simply a purchase of property, but a lifetime commitment to this Cat / kitten and its welfare.

Buyer agrees to inform Breeder immediately if this Cat / kitten ever develops any major health problems.

Buyer also agrees to contact Breeder immediately if this Cat / kitten dies of any cause, whether the cause is known or unknown, and will not dispose of the Kitten's body until Breeder has been contacted. Buyer will permit a necropsy to be done if Breeder requests one (at the Breeder's expense), as it is imperative that Breeder be made aware of any potentially heritable condition (for example, a "blood clot") that caused the Kitten's death in order for the Breeder to make important decisions regarding the continued breeding or neuter/spay of certain studs and queens. Buyer also agrees to provide Breeder with a copy of the Kitten's relevant veterinary records. Failure to permit a necropsy will void the warranty against the genetic conditions set forth above.

Breeder guarantees the health of the Cat / kitten upon delivery, pick-up from the cattery **for a period of seventy-two (72) hours**. This period begins at the point that the Cat / kitten leaves the possession of the Breeder. The Cat / kitten goes to the Buyer with a health record and age appropriate FVRCP vaccines. **Breeder recommends that Buyer take the Cat / kitten to your own veterinarian within the first 72 hours for your own satisfaction and protection. If the Cat / kitten is found to have a medical problem (within the 72-hour period only), it must be reported to the Breeder within twenty four (24) hours of its discovery. Failure to make this report within 24 hours of its discovery will void the guarantee.**

Buyer agrees to place the new Cat / kitten in quarantine/isolation from other cats for a minimum of seven (7) days. The Cat / kitten should be provided with plenty of attention and not left alone for extended periods of time.

The Buyer should be aware that cats/kittens often, during times of stress, such as going to a new home, will exhibit temporary signs of illness, including but not limited to sneezing, runny nose, watery eyes, diarrhea or constipation. These effects can be minimized by feeding identical food as served by Breeder, offering bottled or filtered water and by taking steps to reduce stress when introducing the Cat / kitten to the Buyer's home, young children and other pets. These health symptoms are usually temporary and should go away within a few days if the Cat / kitten is not further stressed.

Buyer will keep this Cat / kitten free of external and internal parasites such as fleas and worms. Buyer should use a topical solution (such as Revolution) and never an over the counter solution (OTC) and NEVER flea dip the Cat / kitten, as cats are very sensitive to these chemicals.

Section 2 Refunds, Replacements and Expenses

There shall be no refunds of purchase price, or other costs. There shall be no replacement of the Cat / kitten except under the circumstances provided below:

If the Cat / kitten is found to be in unsound health by a licensed veterinarian within the 72-hour period, or if it is determined that the Cat / kitten has a genetic condition as set forth in Section 1, the Cat / kitten shall be returned to the Breeder and Buyer may request a replacement with another cat/kitten of equal value. **Said replacement will be made as soon as a suitable replacement becomes available. A medical report or necropsy signed by the examining veterinarian must be provided to the Breeder prior to a replacement being made.** There shall be no replacement unless under the health guarantees set forth in Section 1**.** Notwithstanding the health guarantees**,** the Breeder will not replace the Cat / kitten if it has not received adequate care from its owner. It is the responsibility of the Buyer to provide immediate veterinary care – at the Buyer's expense—if the Cat / kitten shows signs of illness or distress, and failure to do so will render any guarantee null and void.

Section 3 Access to Veterinary Records

By signing this Contract, the Buyer is also authorizing permission for their veterinarian(s) to disclose any and all veterinary information pertaining to said Cat / kitten. The Breeder can ask which clinic(s), and fax the veterinarian(s) a copy of this Contract to gain access, if need be. All veterinary fees are the sole responsibility of the Buyer. Breeder requires access to our animals' medical records in order to make important decisions whether to continue to breed or neuter/spay certain studs and queens. Culling affected breeding animals is the only way a reputable breeder can work toward breeding animals that won't develop genetic conditions.

Section 4 Buyer

The Buyer assumes responsibility of all expenses incurred in relation to the Cat / kitten after said Cat / kitten leaves the possession of the Breeder, as well as being responsible for any expense incurred at the request of the Buyer before the Cat / kitten leaves possession of the Breeder. **Buyer understands this Cat / kitten has been kept in an optimum environment for socialization and development, and agrees to follow recommendations provided at time of transfer for diet, 7-day quarantine/isolation, and transition. Due to environmental factors out of Breeder's control, behavioral issues do not serve as reasons for replacement or refund.** If for ANY reason the Cat / kitten is returned to the Breeder, Buyer agrees to pay all expenses including shipping costs, mileage and re-examination expense to Breeder's veterinarian. This examination will include a fecal and respiratory PCR and "viral panel" blood test for FELV, FIP and FIV.

Section 5 Vaccines and Veterinarian Care

The Breeder will provide age-appropriate vaccines for the Cat / kitten prior to release of the Cat / kitten to Buyer. Vaccines given: *See accompanying health record.

Buyer WILL NOT vaccinate this Cat / kitten against *Feline Leukemia (FeLv) or Feline Infectious Peritonitis (FIP*). These are not CORE vaccinations. Breeder is not responsible for any complications from the administration of non core vaccines. Buyer will not use rabies vaccines containing thimerosal. It is Breeder's belief, based on studies done at UC Davis, that these vaccines may cause FIP.

Breeder requests no Ketamine be used as anesthetic on this Cat / kitten. Please request the use of Gas anesthetic.

Buyer guarantees, to the best of his or her ability, that any other cats he/she owns are free of Feline Leukemia and other serious contagious diseases.

The Buyer agrees to provide this Cat / kitten with annual ongoing veterinary examinations and only needed vaccinations**,** as well as ongoing dental veterinary care, and other veterinary care as needed.

KrystalHi Selkirk Rex strives to raise healthy, parasite-free kittens. To the best of Breeder's knowledge, the Cat / kitten leaves the cattery in a healthy condition. In the event said Cat / kitten is diagnosed with a medical problem that can be cured, a replacement cat/kitten **will not** be offered.

Section 6 **Shipping (N/A)**

If the Cat / kitten must be shipped, all costs for shipping will be paid by the Buyer. The Cat / kitten will only be released for shipping to a courier who will transport the Cat / kitten in the cabin. Breeder **will not** release any cat/kitten for shipping in cargo. Full payment for the Cat / kitten must be made to the Breeder prior to shipping. Specific shipping arrangements will be determined in advance and confirmed with the Kitten's best welfare in mind. A signed Contract must be returned prior to the Cat / kitten being shipped.

Section 7 **Holding Fees**

A holding fee is placed to hold a particular cat / kitten for a Buyer. **All holding fees are non-refundable.** When the sale of a cat / kitten is consummated, the holding fee shall be applied towards the balance owed of the purchase price. The goal of ***KrystalHi Selkirk Rex*** cattery is to place cats/kittens in a loving home in a timely manner so they may bond with their new family. If a cat/kitten is held specifically for a Buyer, a change of mind can jeopardize the chance for that particular cat / kitten to be placed in a home while still at a desirable age. The holding fee (deposit) required for a kitten/cat is $200.00, to be paid on or before time of cat / kitten selection.

Section 8 **Housing, Care and Transfer to Third Party**

Buyer agrees that this Cat / kitten will be kept indoors only, as they statistically have a longer - healthier - lifespan.

Buyer agrees to keep Cat / kitten in a sanitary environment with sufficient room and space. Buyer will provide ample litter boxes and will clean them daily.

Buyer agrees that this Cat / kitten **will not be declawed or de-vocalized.** _____ **[Buyers Initials]**

The Buyer agrees that this Cat / kitten will only be transported in hard sided pet carrier while going to and from a vehicle and while riding in a moving vehicle and not be allowed to roam freely in a vehicle.

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 the Buyer becomes unable or no longer desires to care for this Cat / kitten, Cat / kitten shall be offered at a reasonable price to Breeder as a buy-back. Breeder recommends that Buyer make arrangements for Cat / kitten should something happen to Buyer as the owner and let the Breeder know the name and address of said person.

Buyer agrees to forfeit all monies paid for Cat / kitten and the Breeder has the right to retrieve said Cat / kitten if Buyer does not adhere to all provisions of this Contract, or if the Cat / kitten is being neglected or abused.

If the Buyer wishes to resell this Cat / kitten, Breeder must approve the sale; alternatively, Cat / kitten will be returned to Breeder, at Buyer's expense, for re-sale by Breeder.

Buyer agrees that if, for any reason, Buyer is no longer able to care for this Cat / kitten, the Cat / kitten **must** be returned to the Breeder at **any** age of its life.

Buyer agrees to maintain a healthy and humane environment for this Cat / kitten by providing adequate food, drink, toys, exercise and companionship.

Buyer agrees to keep the Breeder informed of the Kitten's progress; and of any illness, injury or behavioral problem the Cat / kitten may manifest. Upon request, Buyer will provide to the Breeder a copy of the Kitten's complete health records from Buyer's veterinarian(s), as well as authorize the veterinarian(s) to talk with Breeder about said illness/injury/condition.

Buyer agrees that during the first two months of the Kitten's life with Buyer, this Cat / kitten will not be left alone overnight without any human companionship (such as a pet sitter), and will never be left alone in an inadequate or unsafe environment.

Section 9

Diet

Buyer agrees to provide this Cat / kitten with a high-quality cat food in appropriate quantities. Breeder has made every effort to feed the Cat / kitten a grain-free, high-quality commercial and raw diet. Buyer agrees that, for the health of this Cat / kitten, a high protein grain free diet will be continued for the life of this Cat / kitten. Cats are obligate carnivores and should be fed as such.

The Cat / kitten is currently eating a commercial and raw diet consisting of muscle meat, organs & bone along with appropriate vitamins and minerals added. Breeder highly recommends that Buyer continue this chosen diet. If Buyer cannot prepare the food yourself there are several good quality commercial foods that are of equal value.

Feeding exclusively commercial dry food is discouraged. Breeder requests that Buyer does not feed exclusively kibble (dry cat food), as feeding a dry kibble diet can bring on more medical issues than if fed a wet diet.

Failure to comply with the diet requirements is grounds for forfeiture of Cat / kitten to the Breeder, plus forfeiture of all monies paid by Buyer.

Section 10

Altering This cat / kitten was spayed / neutered on _____ as evidenced by the health record provided in your "Go Home" packet

Section 11 **Updates**

Breeder will inform Buyer of any changes in Breeder's email address, street address or telephone number and requests the same courtesy from the Buyer.

Buyer is encouraged to send updates, news and photos of the cat / cat / kitten to the Breeder. Please understand that when the cat / kitten leaves the Breeder's home, that is a difficult time for us so providing updates about the cat / kitten are greatly appreciated.

Section 12 **Damages and Jurisdiction**

The Cat / kitten is sold under the provisions and guarantees set forth in this Contract. Breeder makes no guarantee other than those specifically described above. Breeder's total liability is limited to the purchase price of the Cat / kitten (or less, as stated above).

Although there are no plans at present to discontinue the breeding program, the above health warranties are only valid as long as the Breeder is breeding cats, all other portions of this Contract will remain valid. If, at any time, a difference of opinion arises between Buyer and Breeder, Buyer agrees all information shall be considered confidential. If negative information about KrystalHi Selkirk Rex or its owners is transmitted, disclosed, or distributed without prior written consent of the Breeder, Buyer may be held liable for any and all damages – including but not limited to, compensatory and punitive – and any legal fees that Breeder may incur.

Buyer's failure to honor any of the terms and conditions of this Contract will result in the ownership of the Cat / kitten being reverted to the Breeder, with no compensation due to Buyer. Buyer may be subject to damages up to $10,000 for breach of this Contract. Buyer may also be required to pay any legal fees Breeder may incur in connection with the enforcement of the terms of this Contract.

It is agreed that any legal action taken to enforce the terms of this Contract will be in Small Claims Court in Custer County, Colorado and will be governed by Colorado State Law.

Your signature below acknowledges you, the Buyer, understand and accept the responsibilities and risks associated with choosing to purchase a live animal and AGREE TO ALL TERMS AND CONDITIONS OF THIS CONTRACT.

BY SIGNING THIS AGREEMENT, I CERTIFY I HAVE READ AND UNDERSTAND THE TERMS OF THIS CONTRACT. MY SIGNATURE INDICATES FULL AGREEMENT AND APPROVAL OF ALL ABOVE CONDITIONS.

SIGNATURES:	**DATED**
Breeder: Tina Wickizer | KrystalHi Selkirk Rex	
Buyer:	
Buyer:	

KrystalHi Selkirk Rex
625 Polk Street
Pueblo, CO 81004