

Health Contract

Seller: Rags2Love Cattery, Laurie Harris, P.O. Box 831, Orchard Park, NY 14127 ~ (716) 604-8289

Buyer: --

Date of contract: -- Cat: ----

Date of Birth:--- SireDam: -- / Purchase price: \$ / Kitten/Cat sold as: Pet

A.) Seller agrees subject kitten/cat, to the best of the Sellers knowledge, is healthy, free of internal and external parasites and free of FeLV/FIV upon leaving Sellers home. After receipt of kitten/cat, Buyer has 96 hours from date of this contract, to present kitten/cat to a licensed veterinarian for the purpose of a health exam. Kitten/cat is to be kept secluded from other pets and animals until health exam is performed. This contract is void if Buyer fails to keep kitten/cat secluded until scheduled exam and have a health exam performed within 96 hours. If, health exam (that is performed within 96 hrs of receipt of kitten/cat) reveals that kitten/cat is found to have a life threatening illness or congenital defect , Buyer has 96 hours from date of exam to provide Seller with veterinarian issued report explaining life threatening health issue. (See Exchange Policy below).

B.) Kitten/cat has a 1 year guarantee against lethal genetic or congenital defects including Hypertrophic Cardiomyopathy (HCM). If a lethal genetic or congenital defect presents itself within the first year and death occurs, after Seller is presented with an autopsy report issued by a licensed veterinarian stating the genetic or congenital defect found, Seller agrees to replace kitten/cat of breeders choosing unless breeder has stopped breeding. (See Exchange Policy below).

Exchange Policy: No monetary refunds are provided. Once the kitten/cat has left our home, because of threat of disease, parasites, virus.... illness of any kind, kitten/cat cannot be reintroduced to our home. After receipt of kitten, buyer is solely responsible for ALL costs incurred for the care of the kitten/cat including all vet fees. In the case of A) & B) above, before agreement for exchange of a new kitten/cat, Buyer agrees to give authorization for Seller or Seller's veterinarian to make verbal contact with Buyer's examining veterinarian to discuss health issue. Seller reserves the right to present Buyer provided health or autopsy report to a veterinarian of Sellers choosing for review.

In the case of A) or B), all fees directly related to the exchange of subject kitten/cat, i.e. shipping costs, vet fees etc.. will not be refunded to Buyer and are the sole responsibility of the Buyer. Kitten/cat cannot be exchanged for any other reason than outlined above. Colds, upper respiratory infections, parasites, viral or bacterial infections, fungus, or any contagious illness is not covered in this contract as they can be contracted in any type of environment after leaving our home and are not a result of genetics or breeding. Breeder has no control over what kitten/cat is exposed to once it leaves our cattery. FIP is covered ONLY until kittens 6 month birthday and a replacement will be offered only if death results and after a necropsy is performed at Buyers expense, confirming FIP. After 96 hours of receipt of cat/kitten, a positive result for FeLV/FIV is not covered as this illness can be contracted after leaving our home. Seller does not warranty kitten/cat against adverse reactions as the result of any type of vaccination. Seller agrees to replace subject kitten/cat in the cases of A) or B) above only, with a kitten/cat of same; purchase price value (excluding cost of vet fees, procedures, spay/neuter, shipping), sex, color/pattern and age when one becomes available, at the breeders choosing unless breeder has stopped breeding. If similar kitten/cat isn't available within one year, breeder may choose to offer a different kitten/cat of equivalent value. Seller does not guarantee size, color, eye color or temperament of kitten/cat. Allergies are not covered in this contract. Kitten/cat must be kept indoors at all times and not allowed outdoors. Allowing your kitten outdoors where it is exposed to contagious disease, parasites etc.. will void this contract. Kitten/cat must not be sold, traded, given, leased or released to a pet store, research facility or breeding mill. This contract is void and non-transferrable if kitten is sold, traded, given away or stays at any time whatsoever with another person or residence other than to whom is listed on this contract. If purchased as a pet, kitten/cat must be spayed/neutered by the last day of the month of his/her 6 month birthday. Proof of Spay/Neuter must be provided to Seller after procedure is performed. Contract is void if cat/kitten is not spayed/neutered in the time frame outlined in this contract and a fee will be charged to the buyer at the discretion of the Seller. Contract is void if kitten/cat is declawed. If legal action becomes necessary, Seller will not be responsible for any loss, claims, damages etc.. over the purchase price of subject kitten/cat. If legal proceedings result in the favor of the Seller, Buyer is responsible for all costs incurred to the Seller as a result of the claim. Legal and/or court proceedings must take place in the county residence of the Seller. Violation of any part of this agreement will render the contract null and void.

By signing this agreement, Buyer and Seller agree to all set forth above. Buyer states that 1.) Seller or representative of the Seller has personally delivered cat/kitten to Buyer, and 2.) Buyer has physically seen cat/kitten before taking possession of subject animal.

Seller Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_