

 **Mischievous Sphynx Contract**

 2020/2021

Contract Between: Tasha Williams (Seller) & \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Buyer)

Buyer Full Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile/Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kitten Price: $\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeding: Show: Pet: YES

Non-Refundable Prepayment (deposit): $500.00 Date:

Description Of Kitten/Cat:

Breed: Sphynx Gender: Colour: Distinctive Marks:

DOB: Sire: Dame:

Spay/Neuter/Microchip: To Be Determined \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Air Fare/Travel: To Be Determined \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Travel and Spay/Neuter will be added to the Balance due once determined what that cost will be.

**Upon the kitten reaching 6 weeks of age the prepayment is increased to reflect ½ the price of the kitten. If original prepayment already reflects an amount that is half the original price, an increase in prepayment is not required. Final balances (Kitten, Spay/Neuter, Travel) are due 2 weeks prior to kitten/cat going to new home.**

Kittens will be available to go to their new homes’ dependent on development between 12 and 16 weeks of age.

Breeder’s Right Of First Refusal:

The Buyer shall not sell, transfer property in or otherwise dispose of the kitten/cat at anytime without first providing the Breeder (Seller) the right to repurchase the kitten/cat at eight hundred dollars (the “Right Of Refusal”). Notice must be given to the breeder in writing, text or email, with a minimum of 72 hours notice. If the Breeder buys the kitten/cat back, the kitten/cat will be taken to a licensed Veterinarian to insure the wellbeing of the kitten/cat while it was away from our Cattery. The cost of the Veterinary examination and any necessary medications /procedures / tests for any and all conditions that prove present are borne by the Buyer. Breeder and Buyer will evenly share the costs of travel / shipping the kitten/cat from the Buyer’s premises to the Breeder’s Premises.

 **Buyer’s Initials:\_\_\_\_\_\_\_\_\_\_\_\_**

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Balance owing plus applicable tax, shipping, courier, etc. Shall be paid in full 2 weeks prior to the kitten/cat going to its new home. If kitten/cat is not paid for, kitten/cat will not be shipped. All shipping insurance and travel charges are borne by the Buyer. It is the responsibility of the buyer to file a claim with the Airline if the kitten/cat is lost, stolen, damaged, delayed or as a result of mortality in transit. Seller offers to arrange the travel for kitten/cat only, and bears no responsibility once the kitten/cat is transferred to the airline/courier.

The Seller/Breeder provides a 3 day limited guarantee that the above kitten/cat is in good health at the time of delivery. Breeder will supply at additional cost a Health Certificate from a licensed Veterinarian within ten days of shipping if the Buyer should request one.

If the kitten has been determined by a licensed Veterinarian to have a life threatening condition at the time of delivery, the Seller/Breeder will replace the kitten with a kitten of equal value when one is available. The Breeder has the right to acquire a second opinion by a Veterinarian of their choice. Transportation of the kitten and all Veterinary costs are borne of the Buyer. After a 3 day period, the Breeder/Seller can no longer be held accountable for future diagnosis of FELV / FIV / FIP or any other bacterial or viral infectious disease, Giardiasis, parasites or fungus due to the fact that they can be contracted anywhere in the environment after leaving the Cattery and are not the result of Genetics or breeding. Buyer accepts all responsibility for protection from all said diseases, illnesses, parasites, fungi. This kitten/cat is guaranteed for two years from the date of birth for congenital defects. If the kitten/cat should perish within the two year period, the Breeder/Seller has the right to request an autopsy to be performed by a licensed Veterinarian to determine and unquestionably confirm the cause of death. Based on lab findings the Breeder/Seller may choose to replace the kitten when one becomes available. Buyer is responsible for all travel/shipping costs related to the death and postmortem examinations.

Buyer acknowledges that stress of travel, a new home, different environment and activity level of the new home can cause any breed of kitten to stress and developed upper respiratory condition. These are easily treated and not a sign of chronically sick or weak kitten. Buyer agrees to treat kitten at their expense in the event that the kitten should develop a condition that requires veterinary care / medication.

The Sphynx Breed is a robust breed of Cat but “ALL” kittens require Quiet Time which is especially important with families with younger children and other pets.

Radical change in food will negate the Contract. Failure to comply will result in the unconditional return of the kitten to the Breeder. No monies and no replacement kitten will be offered. Kitten is to be fed the food that the Breeder recommends.

 **Buyer’s Initials:\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I understand that I must not change the food recommended by the breeder.

 **Buyer’s Initials:\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**I understand that if I declare or remove dewclaws at anytime, this contract is BREACHED and the kitten/cat is to be returned unconditionally at the Buyer’s expense and penalty for this unconscionable act of mutilation is ‘all’ monies paid by the Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (NAME)**

 **Buyer’s Initials:\_\_\_\_\_\_\_\_\_\_\_\_\_**

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If the kitten/cat is being sold as a “pet” it may undergo spay/neuter prior to leaving the Breeder/Cattery, cost of this is borne of the Buyer, and will be at the Breeders discounted price.

If not spayed or neutered prior to leaving the Cattery, Buyer contracts to have kitten/cat spayed. Or neutered within one month of going to Buyer’s home. All kittens are spayed and neutered at Buyers expense.Registration and transfer of ownership papers are issued upon proof of spay/neuter.

I UNDERSTAND I DO NOT HAVE BREEDING RIGHTS TO THIS KITTEN/CAT.

 **Buyer’s Initials:\_\_\_\_\_\_\_\_\_\_\_\_\_**

Failure to spay/neuter the kitten/cat will result in the unconditional return of the kitten/cat with no monies or exchange of kitten/cat offered. The Breeder will have completed the appropriate vaccines and deworming prior to the kitten/cat leaving the Cattery. All kitten wil be vaccinated with core vaccines: Rhinotracheitis, Calicivirus, Panleukopenia.

**The Breeder does NOT recommend these Vaccines: FIP (feline infectious peritonitis), FELV (feline leukaemia), FIV (feline immunodeficiency), Ringworm, Giardia, Chlamydia. If Buyer chooses to vaccinate for any of vaccines the Contract is rendered ‘null and void’ Breeder does not warranty kitten/cat against any adverse reaction to future vaccines.**

It is understood the degrees of hairlessness in sphynx varies cat to cat and that ‘no’ Sphynx is completely hairless. Hormones, climate change and genetics play an important role in hairlessness. It is possible for kitten/cat to develop some hair after being spayed/neutered or as it grows older or gains excessive weight. It is impossible to guarantee that a Sphynx kitten/cat will not grow some hair at some point in its life.

The Buyer accepts responsibility to care for this kitten/cat properly. It shall be kept. Indoors and not caged.

Clean food and water daily and proper medical attention if needed. **Buyer’s Initials:\_\_\_\_\_\_\_\_\_**

Any “Legal” action which may arise under any terms of the Contract will be brought to Edson, Alberta. Buyer shall be liable for all court costs, attorney’s fees with association to the terms of the Contract.

If the Breeder is no longer breeding Sphynx all contracts become null and void.

 **Buyer’s Initials:\_\_\_\_\_\_\_\_\_\_\_**

The below signed consider this document to be legally binding. This Contract and all it’s clauses, any changes and/or additions to this contract must be signed and initialled by all parties within five days of contract being received by Buyer. Failure to sign the Contract will forfeit transfer of ownership of kitten/cat. Any and all monies paid by Buyer will be forfeited and not returned to the buyer.

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

**Buyer Name** (print):**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Breeder/Seller Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Breeder/Seller Name** (print)**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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