

Tx-Elfkatz
Contract for Sale of Cat
Without Breeding Rights

This contract is designed to protect the Buyer, Seller, and the welfare of the Cat.

Buyer (Adopter):

Name:

Address:

Phone:

Email:

Seller (Breeder):

Name: Michelle Piatt (Tx-Elfkatz)

Email: michpiatt@tx-elfkatz.com

Description of Cat and Transaction

Breed: Devon Rex

Birthdate:

Sex (M/F):

Color: Black

Microchip Number:

Name at Cattery:

Sire Name:

TICA Registration #:

Dam Name:

TICA Registration #:

Price of Cat: \$

Deposit \$

Balance Due: \$

Expected Delivery Date: TBD

Delivery Method: Customer Pickup

THE TERMS ARE AS FOLLOWS:

BUYER RESPONSIBILITIES

1. As an Adopter, Buyer accepts the responsibility for the complete welfare of this Cat. Buyer agrees to follow the Breeder's instructions on care, maintenance, housing, diet, and vetting. Buyer agrees this Cat will have routine veterinary check-ups and receive prompt medical care when needed. Buyer agrees this Cat will never be allowed to harbor fleas or parasites. Buyer agrees to provide ample space for play and exercise. Buyer agrees not to cage this Cat unless medically necessary for rehabilitation/recovery purposes.
2. Buyer agrees NOT to allow this Cat outdoors unless leashed or in a cat-approved, enclosed stroller while being always supervised and this Cat will not be exposed to a cat that goes outdoors.
3. Buyer agrees NEVER to declaw this Cat and understands this surgery is an orthopedic amputation (tendonectomy) that can alter the animal's temperament and health.
4. Buyer agrees to maintain at least annual contact with the breeder regarding the health, development, and well being of the Cat for life. Buyer will provide breeder with any change of address, phone number, or email address. Buyer will provide annual health reports from their veterinarian by email or mail. Buyer agrees to contact the breeder directly via text message, phone call, or email IMMEDIATELY (within 24 hours) if the Cat becomes ill, is lost or stolen, or dies. It is the intent of the Breeder to provide guidance in diagnosis and treatment options for life-threatening illnesses, so it is extremely important the Buyer notifies the Breeder immediately should these issues arise.
5. Buyer understands that it is the intention of the Breeder that this be a **PERMANENT PLACEMENT**. Buyer has considered this purchase seriously and agrees that the adoption is

for a permanent home. Buyer will retain ownership and possession of the Cat and shall not abandon the Cat. Buyer may not sell or give the Cat to any other individual, animal shelter, pet store, or laboratory without written permission from Breeder. If the Buyer cannot retain ownership of the Cat, the Breeder will assist the Buyer in finding a new home for the Cat. Never at any time, should this Cat be put up for adoption/sale in a newspaper, online (Craigslist) or rescue agency. The Breeder WILL be given right of first refusal to take the Cat back at no charge. If the Breeder agrees to take the Cat back, all shot records, registration papers, and paperwork pertaining to the Cat MUST be returned to the breeder. It is the buyer's responsibility to arrange and pay transport back to the breeder.

6. Misrepresentation on the part of the Buyer about any provision of this contract, or the conditions and lifestyle that this Cat will be provided with is grounds for immediate repossession by the Breeder, with no refund or reimbursement to the Buyer. If Cat is found to have been neglected by the Buyer, the Buyer will surrender the Cat to the Breeder unconditionally. By signing this agreement, Buyer indicates his/her full understanding and agreement of the terms and conditions contained within this sales contract. Violation of any part of this agreement is subject to a \$3,000 penalty that Buyer shall pay to Breeder within 30 days of discovery of contract breach.

BREEDER RESPONSIBILITIES

1. The Breeder warrants that this Cat is of sound health. Should this Cat die of a congenital defect within five years of purchase and that said defect is evidenced in a necropsy report and supporting veterinary documentation presented to the breeder, Tx-Elfkatz will replace this Cat (as available) with another of equal value but will not refund cash back. We advise that this Cat be examined by your veterinarian within five (5) business days from the date of purchase. Should this Cat be found to be in unsatisfactory health and has had a vet check to support this, Tx-Elfkatz will take this Cat back within two weeks of the purchase date and provide a full refund of purchase price excluding handling/shipping fees, with receipt of veterinary reports. Tx-Elfkatz will not pay any veterinary fees for the first exam, or future exams/diagnostics or any tests as this is the Buyer's responsibility. The decision of the Buyer to keep this Cat releases the seller from all veterinarian expenses associated with this cat's

continued and future treatment. The buyer agrees to full commitment and responsibility of pet ownership.

2. If this Cat dies prematurely before the age of 5 years old of HCM (hypertrophic cardiomyopathy) as evidenced by necropsy or supporting echocardiogram, and veterinary reports, Breeder will offer a replacement kitten as available.
3. **About Feline Infectious Peritonitis (FIP).** FIP is a disease in cats caused by a mutation of the feline coronavirus. Feline enteric coronavirus (FECV) is as common in cats as the common cold and flu are in humans and is generally considered benign and self-limiting. Cats infected with coronavirus have very mild if ANY symptoms and it resolves itself. However, in a small percentage of cats infected with the coronavirus, either by mutation or an anomaly of the cat's individual immune system's response, the infection progresses into clinical FIP. Once a cat develops clinical FIP, the disease rapidly progresses and is almost always fatal without immediate and intensive intervention. There is no definitive tool for detecting FIP in living cats currently. However, in recent years, scientific progress has been made to successfully treat FIP. Although medication is not readily available to the mainstream, treatment options are available and accessible. FIP is no longer considered incurable. This section is included because there is much misinformation and misunderstanding about FIP and FECV feline enteric coronavirus (even within the veterinary community). FECV titers often called "FIP tests" are not an accurate or effective way to test for FIP. **Just because a cat tests positive for coronavirus, it does not mean that it has, or ever will develop FIP. Because the coronavirus is so prevalent in cats, it is impossible to guarantee a cat against FIP.** If suspected FIP should develop in any Tx-Elfkatz cat or kitten, buyer agrees to contact breeder immediately for assistance and treatment guidance. Tx-Elfkatz agrees to re-imburse buyer for HALF of the medication costs, **UP TO** the original adoption price of the kitten. If kitten proves unresponsive to treatment, OR dies despite treatment and this is supported by veterinary report, Breeder will replace with a comparable aged cat or kitten from different parents as available. Buyer agrees NOT to euthanize until communicating with breeder.
4. Buyer will **not** permit this Cat to be given the FIP (Feline Infectious Peritonitis) vaccination. The FIP Vaccine in most case is an antiquated vaccine that is not even offered in most vet clinics anymore. Recent reports show this vaccine is ineffective and may predispose your pet

to the disease. If the FIP vaccine is given against Breeder's instructions, health contract is voided.

5. Except for those warranties and indemnifications expressly contained herein, Breeder makes no other warranties, indemnifications, or representations. In no event will Breeder be liable for more than the monies received from Buyer up to the purchase price of the Cat if the Cat is returned. In no event will Breeder be responsible for any sickness, injury or damage caused to people, animals or other property acquired from ownership of the Cat or relating to the Cat. If Breeder offers and Buyer accepts a replacement Cat, the replacement Cat shall be Buyer's sole and exclusive remedy. The Buyer assumes financial responsibility for the shipment of the replacement Cat.
6. Breeder will alter (spay/neuter) the Cat prior to delivery.
7. Breeder will provide the Buyer with the appropriate paperwork necessary to register the Cat with the TICA upon delivery.
8. Breeder will provide the Buyer with sufficient food for the first seven (7) days.
9. Breeder will be available for free consultation for the life of the cat. Buyer should not hesitate to contact Breeder to ask any questions.

The Breeder reserves the right to cancel this contract without penalty until the time of delivery. Any deposit paid will be refunded at the time of cancellation by Breeder provided cancellation is not due to Buyer's inability to take delivery of the Cat within 2 weeks of the expected delivery date.

The laws of the state of Texas shall govern this Contract, except for its conflict of law's provisions. If legal proceedings become necessary, the Buyer agrees that all the venue and jurisdiction will be the city and county of Breeder's domicile.

This Contract is the entire agreement of the parties. This Contract may be changed only upon mutual agreement by the parties in writing and with a handwritten signature of each party.

By signing below, the parties of the Buyer and Breeder indicate that they have read and agree with all of provisions of this contract:

Buyer Signature

Date

Breeder Signature

Date