

SHOSHONI CATTERY CONTRACT AND GUARANTEE

Shoshoni cattery is a CFA registered sphynx and persian cattery

BREEDERS

Celeste Miller, Simone Miller, Elaine Powell-Ascroft

BREEDER CONTACT

www.shoshonicattery.com

shoshonicats@yahoo.com

PURCHASER CONTACT

Email:

Address:

KITTEN/CAT INFORMATION

Breed: Sphynx

Sire:

Dam:

D.O.B:

Sex:

Color:

GRADE AND PURPOSE OF SALE

Pet- An altered cat/kitten that does not meet the CFA/TICA written standard well enough to be a good representative of the Sphynx breed in the show ring. Sold without rights to show.

Show Alter- An altered cat/kitten that meets the CFA/TICA written standard well enough to be considered a good representation of the Sphynx breed.

_____ **Show/ Breeder**-A cat/kitten that meets the CFA written standard well enough to be considered a good representation of the Sphynx breed. Sold **with** rights to show, and **with restricted** rights to breed.

_____ **Breeder**- A cat/kitten that has some minor conformational flaw (as in poor degree of hairlessness) or injury (such as break in tail) that makes it either ineligible or undesirable to show but of possible value in a breeding program.

CONTRACT TERMS

1. The price of kitten is \$_____ and shall be paid in full prior to the release of cat/ kitten to purchaser. Buyer understands that the seller will not ship the cat in cargo and must make arrangements at their expense to pick up the kitten. The seller is not liable for cats/kitten lost or stolen after acceptance by purchaser.
2. The purchaser shall provide adequate care for the cat, which minimally includes annual immunizations & dental care, treatment for internal/external parasites as needed, good quality food, water available at all times, clean litter available at all times & adequate companionship.
3. The purchaser agrees **not** to have this cat/kitten declawed at any time.
4. The purchaser agrees **not** to let this cat/kitten be outdoors unsupervised.
5. The Purchaser agrees **not** to cage the cat/kitten.
6. The purchaser agrees **not** to sell, co-own, lease, or give away this cat/kitten for any reason, without written consent from the seller. The Purchaser MUST contact the seller if for any reason the cat/kitten cannot be retained by the Purchaser.
7. If purchased as a Show Breeder or Breeder, the Purchaser agrees that no cats/kittens may be sold for breeding from this kitten for one generation to any other cattery without written permission from the seller. The seller must be notified of any kitten placed for breeding with any other cattery. (No exceptions) Please make sure you speak to the seller if you wish to place any kittens for breeding and get the sellers permission in writing before doing so. Buyer may not allow any stud service to other catteries without written permission from the seller.
8. If purchased as a Show Breeder or Breeder, only CFA/TICA allowed outcrosses are allowed. Those are currently American Shorthair, Domestic Shorthair and Devon Rex. At no time will this kitten be allowed to be bred to Elves, Dwelves, Bambinos, Levcoys, Sphynxbobs, Donskoy or any other unallowed outcross or mutated breeding or designer breed. Females used for breeding must have clear 5 generation pedigree with only allowable outcrosses.
9. Seller retains the right of first refusal to re-acquire said cat, at no cost to the seller, in the event that the purchaser no longer desires to keep the cat. This right is not time limited, and

remains in effect for the life of the animal. Seller may proceed with legal proceedings and the replacement value of the kitten may be requested of the purchaser, if this portion of the contract is violated. If the cat/kitten is returned to Seller for any reason, all shipping charges will be paid by the purchaser.

10. If purchased as a Show / Breeder or Breeder, the kitten will be replaced, if said kitten can not reproduce by age of 3.

11. If purchased as a Show / Breeder or Breeder, the kitten will be replaced, if said kitten scans positive for HCM by the age of 7. Yearly echocardiograms completed by board certified cardiologists must be presented for this contract term to be invoked.

HEALTH GUARANTEE

1. As long as the cattery is still active and breeding, the breeder agrees to replace the kitten at the breeder's earliest convenience in the event the kitten dies of a congenital defect within the first three years of life. Proof of death must be proven histopathologically by a licensed vet for these guarantees to be invoked. Should the Purchaser refuse a replacement kitten/cat, the breeder shall have no other obligation towards the purchaser.

2. As long as the cattery is still active and breeding, the breeder agrees to replace the kitten at the breeder's earliest convenience in the event the kitten dies of HCM (hypertrophic cardiomyopathy) within the first six years of life. Annual HCM echocardiograms **must be completed by a board certified cardiologist.** Documentation of the yearly echocardiograms and medical support for positive HCM must be presented for this guarantee to be invoked.

*Applies to Sphynx kittens only

3. As long as the cattery is still active and breeding, the breeder agrees to replace the kitten at the breeder's earliest convenience in the event the kitten dies of a FIP within the first year of the kitten's life. This virus is present in ALL cats and there is no current 100% test or medication to detect or cure it. Proof of death must be proven histopathologically by a licensed vet for these guarantees to be invoked. Please see following link for more information on FIP:
<http://icatcare.org/advice/cat-health/feline-infectious-peritonitis-fip>

4. Purchaser promises to notify Breeder in the event that the kitten/cat becomes lost, seriously ill, injured, or deceased. Because this kitten's relatives have been used in a breeding program, please notify us immediately of any health problems discovered in said kitten/cat which may have an impact on related kittens.

5. Purchaser must take the kitten to a licensed veterinarian within 72 hours for a well kitten check up in order for health guarantee to be valid. Documentation is required should a concern arise. All veterinarian costs are the responsibility of the purchaser.

6. Purchaser is aware and realizes that the kitten may develop a cold, upper respiratory infection, or eye infection due to the stress from transportation, introduction/acclimating to a new

home and environment. Buyer realizes that incidents of common circumstances such as fleas, mites, ringworm (purchaser will not place out cats with active lesions) and tapeworms, etc. can be picked up anytime, anywhere, and can even be carried into a home by other pets, or on the shoes of the humans. Please contact the breeder immediately if the kitten becomes sick or ill.

7. Sphynx cats are not hypoallergenic. In the event the buyer or family member or other related party develops an allergic reaction to the cat, the breeder will accept the cat back with a 1/3 refund of original purchase price. Buyer will be responsible for paying any costs associated with shipping/sending the cat/kitten back to the breeder.

8. It is understood that degrees in hairlessness in Sphynx vary from cat to cat and that no feline is completely hairless. The Sphynx is a coated cat, with the "appearance" of hairlessness. Hormones and genetics play an important role in the expression and appearance of hairlessness and even though a Sphynx kitten may be almost hairless when sold it is possible said kitten could develop some hair on the ears, tail, and feet, and possibly the hips, after being neutered/spayed or as it grows older. Therefore, It is impossible to guarantee that a Sphynx cat or kitten will not grow more hair and/or lose some hair at any future time.

9. Vaccinations: Required vaccinations up to the date of sale have been administered to the kitten/cat. Vaccination for rabies has been given. The FeLK, FIV, and FIP vaccine **has not** been administered to the kitten. **No vaccine for FeLK, FIV, and FIP is allowed**, or clause 1, clause 2, and clause 3 in the health guarantee is null and void. Seller agrees to immediately contact the buyer if anything should happen. Kittens will also be given Drontal dewormer and flea treatment. Please notify the seller in the event that a kitten gets sick.

LEGAL PROCEEDINGS

The laws of the United States of America shall be controlling. There are no other conditions or guarantees whether verbal or implied. Purchaser's signature indicates full agreement and approval of all the above terms and conditions of this contract. Breach of contract would constitute a payment of \$5,000.00 to the seller and due when breach is confirmed by CFA, TICA, or a state court of law.

Signed in duplicate, this _____ day of _____, 2021.

Breeder _____

Purchaser _____