**Witches Brew Cattery**

**Courtney Bower**

**Cortland, NE 68331**

**727-710-7732**

**Email: witchesbrewcattery@yahoo.com**

**Pet Sales Contract and Agreement**

**(This legally binding contract is made to protect Witches Brew Cattery (Breeder), and the Buyer. It will make clear all conditions of the kitten purchase contract)**

**Purchase Price $1500**

# PET ONLY \_\_\_\_ or with BREEDING RIGHTS \_\_\_\_

Date of Sale: \_\_\_\_\_\_\_\_\_\_ Breed: Highlander

Sex: \_\_\_\_ DOB: \_\_\_\_\_\_\_

Markings/Physical/Genetic Traits: \_\_\_\_\_\_\_\_\_\_\_\_\_

Sire: \_\_\_\_\_\_\_\_\_\_\_\_\_

Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_**\_\_**\_\_ Zip: \_\_\_\_\_\_\_\_

Email Address: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_**\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*By initializing the below terms, buyer agrees to abide by them. If* ***buyer breeches*** *ANY of the below terms of this contract/agreement, then* ***all guarantees of this contract will be null and void.*** *The breeder has the right to take back said “kitten/cat” with all paperwork, medical records, and offspring if contract breech occurs.* ***Buyer will pay all court costs and legal fees incurred by the enforcement of this contract/agreement, all court proceedings will occur in the state of Nebraska at the Gage County Courthouse.***

\_\_\_\_\_\_\_**1. 2 year genetic health guarantee (The following only applies if sale is for a kitten at 12 weeks to 6 months old. Any adult cats/traded/free kittens DO NOT have a 2 year genetic health guarantee):**

The above purchased kitten is in good health and has no known ailments. The kitten should be **examined by a licensed veterinarian within 7 days** after arrival/pickup. If not examined within 7 days, this health guarantee will be null and void. It is recommended to keep your new kitten/cat **quarantined from other pets for a minimum of 7 days to prevent stress and monitor feeding and litter box habits**. If said kitten is found to be medically deficient with an untreatable or life-threatening genetic problem, it must be reported to the breeder immediately. It is the Buyer’s responsibility to provide immediate veterinary care to a kitten that shows signs of illness or distress. Failure to do so will render this contract null and void. Under no circumstances is a kitten to be euthanized prior to notification and approval by the breeder. If the kitten is found to have a genetic defect, or serious underlying condition and dies during the health guarantee period despite veterinary treatment, a refund (minus deposit) or replacement kitten may be offered at my discretion, but ONLY if a licensed veterinarian certifies cause of death with an appropriate necropsy at Buyer’s expense. The breeder has up to 1 year to provide a refund (minus deposit) or replacement kitten at my discretion. There is no further warranty on replacement kittens/cats. If the kitten dies of a congenital defect or issue during unnecessary surgery, no refund or replacement will be made. The **breeder will not be held accountable for FELV/FIV/FIP and any other bacterial or viral infectious diseases, parasites, or fungus, as these can be contracted anywhere in the environment after leaving the cattery and are not a result of genetics or breeding**. Please note that **it is not uncommon for a “kitten” to develop upper respiratory symptoms, diarrhea, teary eyes, or sneezing from vaccinations or stress incurred from leaving and entering a new environment. Stress induced illnesses are NOT covered by this health guarantee and usually clear up quickly once the kitten acclimates to their new environment. All kittens will come with 30 days of pet insurance through Trupanion, this policy needs to be activated within 24 hours of pickup/delivery.**

**\_\_\_\_\_\_\_2.** The above kitten/cat is sold “as is” and all sales are final. The breeder is NOT responsible for any and all veterinary bills incurred by the buyer once the kitten/cat is in the buyer’s possession. The health guarantee only applies to the physical and genetic condition of the kitten only as described above at the time of sale.

**\_\_\_\_\_\_\_3.** The buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper nutrition, which consists of a good quality professional feed given at regular intervals, and fresh water available at all times. It is highly recommended to keep the kitten as an “indoor” pet throughout its life, a catio is a great option for safe outdoor time. This will prevent any chance of the kitten/cat contracting any parasites or infectious diseases. ***Under NO circumstances is the buyer to alter the physicality of the kitten/cat unless deemed medically necessary by veterinary documentation, and approved by the breeder. De-clawing is strictly prohibited!!***

**\_\_\_\_\_\_\_4.** If at any time the buyer can no longer retain possession of this kitten/cat, due to death, catastrophic illness, or obvious abuse of the kitten/cat by the buyer, buyer’s family, or buyer’s agent, this contract becomes the instrument by which the Breeder may reclaim this kitten/cat and related paperwork. The breeder is to be notified and given first option of resuming full ownership, at no charge to the breeder, in order for the breeder to keep the kitten/cat or relocate to another home. The breeder reserves the right to approve/prohibit any transfer of this kitten to a 3rd party. Buyer agrees to have the kitten/cat tested for FIP, FIV, and FELV prior to returning the kitten/cat to the breeder, at buyer’s expense. Proof of testing will be required by a licensed veterinarian as this is a health risk to the entire cattery.

The kitten/cat will be returned with all registration papers and medical records. ***Under NO circumstances will this kitten/cat be sold, leased (Studded), traded, or given away to any person, breeder, pet shop, research laboratory, animal shelter or similar facility.*** I will take any of my cats/kittens back at any time if you are unable to care for them, please reach out to me.

\_\_\_\_\_ **5.** If the kitten/cat is sold with **"Breeding Rights"** then said kitten/cat will come "intact" for breeding purposes within your breeding program but is not to be studded out in any capacity. Registration papers will be available at time of pickup. If buyer decides after sale to have said kitten spayed/neutered, then breeder will NOT be responsible for any and all charges incurred by the buyer for veterinary alteration, nor will any sort of refund be made to buyer.

\_\_\_\_\_\_\_**6.** Buyer agrees to be responsible for ALL shipping fees involved in receiving, sending back, and replacement of said kitten/cat.

**\_\_\_\_\_\_\_7.** Any disputes that arise from this contract/agreement shall be in the jurisdiction of the Gage County, Nebraska court system. No verbal, written, or online disparagement, or defamation of the breeder or cattery will be tolerated regardless of the situation. All legal fees and costs incurred by the breeder and buyer shall be the responsibility of the buyer. Breeder cannot be sued for an amount more than the original purchase price of the “kitten/cat" that was purchased.

In as much as the below signed acknowledge that they have read and agree with the above terms and conditions. They are aware of the penalties to be incurred by violation of this contractual agreement. They are aware that this contract/agreement is a ***Legal Binding Contract*** by law and in the state of Nebraska, in the County of Gage. They are aware that interstate litigation is within the expenses to be absorbed in full by the ***Buyer*** in question at the time of purchase. This contract/agreement is considered to be effectual and enforceable; all disputes will take place in the Gage County Nebraska Courts under Nebraska law.

The above-named BREEDER and BUYER have executed the foregoing contract/agreement of sale.

I HAVE READ AND FULLY UNDERSTAND THE STIPULATIONS OF THIS CONTRACT/AGREEMENT:

BUYER SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_

BREEDER SIGNATURE: Courtney Bower DATE: \_\_\_\_\_\_\_\_\_\_

# (Typed or electronic signature is legally binding)