

March 23, 2021



Matjka Cornish Rex

Subject of Agreement

Breed: Cornish Rex

Registered Name: Matjka ...

Registration #: XXXXXXXXX

Color/Markings:

Sex: X

Microchip #: XXXXXXXXXXXXX

DOB: XX/XX/XXXX

Sire's Registered Name: A DEO RE ROMAN

OF MATJKA

Sire's Registration #: 0890-02880691

Sire's Color/Markings: VAN BRN TBY-WHT

Sire's DOB: 07/25/2019

Dam's Registered Name:

Dam's Registration #: XXXXXXXXXXXXXXXX

Dam's Color/Markings:

Dam's DOB: XX/XX/XXXX

Breeder & Seller

Matjka Cornish Rex

Alexis Robertson & Tony Gualtieri

STREET

Laguna Niguel, CA 92677

matjkacornishrex@gmail.com

(412)-354-9147

Buyer

John and Jane Doe

ADDRESS,

CITY, STATE. ZIP

EMAIL

(000)-000-0000

Kitten Sale & Contract Agreement

The following agreement is between the Seller, Alexis Robertson and Tony Gualtieri, and the Buyer, NAME OF BUYER. Notarization of the present agreement is not required. This agreement is governed by the laws of the State of California. Any civil action proceedings resulting from this agreement shall be under the jurisdiction of the Superior Court of Orange County, State of California. The agreement is as follows:



Deposit & Purchase Price

The Buyer agrees to pay **\$2,000.00** USD for the kitten (synonym for kitten: animal, cat). Payment shall be made in US dollars only. Installment payments are acceptable. All transaction fees will be paid by the Buyer. The payment must be made in full 3 weeks prior to time of pick up/shipment. When importing a kitten to another country, the Buyer is responsible for paying the import fee. If shipment is unavailable due to unforeseen circumstances, i.e. a pandemic, we will board your kitten at the cattery until time of departure and will charge a boarding fee of **\$3.50** per day.

The Seller agrees to hold the kitten until 8 weeks of age with a **non-refundable** deposit of **\$200.00** USD. At 8 weeks of age the Seller requires at least an additional payment of **\$800.00**. The remaining balance of **\$1,000.00** USD is due 3 weeks prior to pick up/shipment. The Seller accepts CASH, CHECK, MONEY ORDER, ZELLE, OR TRANSFERWISE. No personal checks accepted at time of pick up or shipment. CASH is the preferred payment option.

Sale Conditions and Release of Ownership

Breeding/show rights have NOT been purchased. The kitten will be spayed or neutered (**sterilized**) before it leaves the cattery.

The Buyer agrees to make an appointment by a licensed veterinary doctor within 3 days after the kitten comes home to check the kitten's health. All expenses concluded at the time of visit will be the Buyers responsibility. If the veterinarian determines the kitten to be ill, or for any reason the kitten is unacceptable, Buyer may return the kitten for a partial refund up to 50%, replacement kitten or, if a replacement kitten is not available, a replacement kitten from a future breeding. The Seller has 60 days to refund the money.

The Seller does NOT vaccinate against the Feline Leukemia Virus (FELV.) It is required that the Buyer has a Felv combo test done by their licensed veterinarian within 3 days after kitten go home and results emailed back to Seller to confirm.

The Buyer will work with their veterinarian and follow recommendations for any preventative medications that are deemed necessary in their geographical region. Examples include oral flea and tick medication (topical is not recommended), heartworm preventatives or additional vaccinations.

The Buyer agrees to take good and proper care of the cat and agrees that it will reside at the home of Buyer.

The Buyer agrees to keep the cat indoors at all times unless there is a cattery-like enclosed structure on property and ensures there is no way of predators from entering or animal escaping.

The Buyer agrees that they are not acting as an agent in the purchase of the kitten.

The Buyer agrees to never leave a harness or collar on the cat while unsupervised. Accidents do happen.



The Buyer agrees the cat will be given adequate shelter, shade, and housing, and will be properly and sufficiently fed, while not being allowed to become obese. The cat will receive proper veterinary care throughout his/her lifetime, including vaccinations when deemed necessary and preventative health and oral care.

The Buyer also shall not sell the kitten to a pet store or laboratory. The kitten shall not be mistreated or abused or allowed to run loose, nor shall be allowed to be kept chained or tied up.

The Buyer acknowledges under the terms of this contract, Matjka has the right to investigate the care of the cat at any time and for any reason. If we feel the cat is not getting proper care or treatment, we have the right to have the cat examined by a licensed veterinarian doctor mutually agreeable to the Seller and Buyer. If the doctor finds the cat has been mistreated or that the care of the cat has not been up to the standards of this contract, Matjka has the right to take full possession of the cat, without compensation. Under such circumstances, all warranties are **VOID**.

Buyer guarantee's Matjka the right of first refusal if the cat is to be sold or disposed of in any way. If Seller takes the cat back for placement in another home, signed registration/pedigree papers must accompany the cat, and a suitable refund will be made upon placement of the cat, after the Seller deducts the costs.



The Seller and the Buyer have the right to use photos of the cat for publicity purposes.

Health Guarantee

The Sellers/Breeders first concern is for the well-being of their kittens throughout their lifetimes. Therefore, if for any reason and at any time the Buyer choose not to keep the cat, return the cat to the Seller and the Seller will refund a portion of the purchase price. A suitable deduction will be made to the refunded amount based upon the cat's age, and if it has any preventable conditions, including but not limited to: obesity, signs of abuse, parasites.

The Sellers/Breeders have done everything possible to ensure that the cats bred do not carry life threatening genetic defects. Therefore, have nevertheless decided on the following policy, should the unthinkable occur:

If the Buyer (upon advice of a reputable veterinarian) determines that the cat's quality of life is seriously affected because of a genetic defect within the first year of the cat's life, they provide the following options:

If the cat is euthanized (must be agreed upon with Breeder prior to euthanasia) or returned to the Seller, the Seller will provide a replacement kitten as soon as one is available at no charge, OR refund a portion of the purchase price, at the Seller's discretion.

If the Buyer chooses to keep the cat the Seller may refund a portion of the purchase price.



This warranty expressly covers ONLY the refund or partial refund as listed, and does NOT cover costs of health care, treatments, or surgeries which the Buyer may elect to have done. If any problems do arise the Buyer must notify Matjka immediately, prior to undertaking any treatment, unless an emergency situation.

Further Responsibilities

Seller/Breeder and Buyer agree to stay in contact with each other and keep each other apprised of any change in circumstances, address, or telephone number. Breeder will apprise the Buyer within 30 days of any move or relocation and expects the same from the Buyer. Breeder is always accessible to Buyer to help solve any problems and answer any questions the Buyer may have in raising and training of this kitten.

Violations of the terms of this contract render all guarantees stipulated in this contract to be null and void and may result in the Buyer being required to return the kitten to the Breeder within five days of receipt of notice from Matjka Cornish Rex Cattery. The Buyer will be responsible for the cost of the kitten's transportation back to Matjka Cattery. If the Buyer violates this agreement, they will be responsible for an any and all legal cost Matjka Cornish Rex Cattery incurs enforcing this contract.

PURCHASER HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES THAT ALL PARTS AND PORTIONS THEREOF CONSTITUTE A BINDING AGREEMENT. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT OF BOTH PARTIES WITH RESPECT TO THE SALE MENTIONED ABOVE. NO PART OF THIS CONTRACTUAL AGREEMENT IS TRANSFERABLE. FURTHER, SIGNATURES BELOW ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT BY PURCHASER.

Most of all, remember we are here for you as a resource to help you and your new kitten become devoted friends. We always want to be kept abreast of what's going on in your life and what you and your kitten are doing. We are here to help you any way we can, because we like seeing our cats in the best possible homes and we like seeing them enjoying their new family. Please do not hesitate to contact us for any reason, question or concern that may arise throughout your cat's life.

IN WITNESS WHEREOF, the parties hereto caused this contract to be effective as of the day, month, and year first written above.

Buyer

Seller/Breeder

Signature: _____ Signature: _____

Name Printed: _____ Name Printed: _____

