

Comix Cattery
Contract for Sale of Cat
Without Breeding Rights

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

Buyer:

Name: _____
Address: _____
Phone: _____
Email: _____

Seller (Breeder):

Name: Todd and Michelle Richards (Comix Cattery)
Email: devons@comixcattery.com

Description of Cat and Transaction

Breed: Devon Rex

Birthdate: _____

Sex (M/F): _____ Blood Type: _____

Color: _____

Name at Cattery: _____

Microchip Number: _____

Sire Name: _____

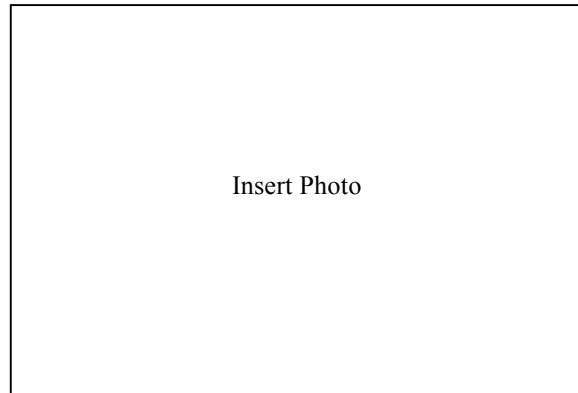
TICA Registration #: _____

CFA Registration #: _____

Dam Name: _____

TICA Registration #: _____

CFA Registration #: _____



Price of Cat: \$ _____
Other: \$ _____ Specify: _____
Total Price: \$ _____
Deposit (nonrefundable): \$ _____ Date of deposit: _____
Balance Due: \$ _____ Date balance paid: _____
Expected Delivery Date: _____ Delivery Method: _____

Breeder Obligations

1. Breeder guarantees to be selling the cat in good faith and assures the cat to be healthy upon delivery. Healthy for purposes of this contract means free of genetic defect, contagious viral and bacterial diseases, fungus infections, and internal parasites. Breeder will have completed all age-appropriate vaccinations and worming and tested that the Cat is free of the feline leukemia virus (FeLV) and the feline immunodeficiency virus (FIV). Delivery occurs upon the Buyer (or Buyer's agent) taking possession of the Cat from Breeder. Under no conditions shall a Cat be shipped without human escort.
2. Breeder will have completed genetic testing through the UC Davis Veterinary Genetic lab (or equivalent genetics lab) for genetic marker, color charting, and hereditary disease testing. Breeder will have confirmed the results of genetic testing which show the Cat to be free of any deficiencies, including the Erythrocyte Pyruvate Kinase (PK) deficiency test.

All breeding adult Cats will be scanned annually for Hypertrophic cardiomyopathy (HCM) through a reputable provider of services.

Breeder will have sent Cat's DNA to be included in the UC Davis Cat Phenotype and Health Information Registry – Cat PHIR.

Breeder will give a copy of the Cat's health records and genetic test results at the time of delivery.

3. Should the Cat be diagnosed with any contagious disease or ailment described above within two (2) days of delivery, Breeder provides three (3) options detailed below.

If a veterinarian indicates the Cat was ill prior to delivery, the Breeder will be contacted immediately, before any treatment has begun except in emergency situations. Upon certification from the veterinarian that the Cat was ill prior to delivery, receipt of a copy of the invoice detailing the services rendered, and an adequate description of the Cat on whom the services were performed by the veterinarian, Buyer has three choices:

- a. Return the Cat to the Breeder within seven (7) days for a full refund,
- b. Exchange for a new Cat, if available, or
- c. Request the Breeder reimburse the Buyer for the reasonable cost of the medical treatment, excluding initial exam costs, not to exceed \$100.00.

This warranty is void if Buyer does not have the Cat examined by a veterinarian within two (2) days of delivery excluding holidays and Sundays and/or fails to meet any of the care requirements listed in Buyer Obligations below. Breeder will not be responsible for the cost of testing which yields no abnormality on initial examination.

4. If the Cat dies within five (5) years of the date of birth due to a congenital or hereditary defect, the Breeder will replace the Cat with a Cat of similar or better quality, if available, or refund a prorated portion of the original purchase price of the cat, at the discretion of the Buyer. To determine whether the Cat's death was caused by a congenital or hereditary defect, the Breeder must receive proof of the defect in the form of a complete necropsy report, completed by a licensed veterinarian performed at the Buyer's expense. Prorating is as follows: 100% during the first year of life; 80% during the second year of life; 70% during the third year of life; 60% during the fourth year of life; and 50% during the fifth year of life.
5. Except for those warranties and indemnifications expressly contained herein, Breeder makes no other warranties, indemnifications or representations. The Breeder will not be held liable for any veterinary or health care costs except as provided above. 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 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 have the Cat injected with a microchip providing for a permanent pet ID.
7. Breeder will alter (spay/neuter) the Cat prior to delivery.
8. Breeder will provide the Buyer with the Cat's pedigree registration papers to two recognized cat associations – The Cat Fanciers' Association (CFA) and The International Cat Association (TICA) upon delivery.
9. Breeder will have submitted the Cat's pedigree information to Devon Rex database on PawPeds.com.
10. Breeder will provide the Buyer with sufficient food for the first seven (7) days as well as a few favorite toys, and the Cat's pictures/videos while at the cattery.
11. Breeder will be available for free consultation for the life of the Cat. Buyer should not hesitate to contact Breeder to ask any question.

Buyer Obligations

1. Buyer will isolate Cat from other animals in the household for a period of no less than seven (7) days. Failure to do this voids all other warranties.
2. Buyer will provide the Cat a proper diet in the appropriate amounts for the individual Cat and shall have fresh water at all times.

During the first seven (7) days of possession of the Cat, Buyer agrees to feed and give water to the Cat in accordance with Breeder guidelines and then may gradually change to another quality food and water of the Buyer's choosing. Abrupt changes of food and water can cause diarrhea and/or gastrointestinal issues, especially during times of stress such as a change in domicile. Buyer understands that diarrhea and/or gastrointestinal issues are common and expected in cats changing domicile.

3. Buyer will ensure the Cat gets all reasonable and necessary veterinary attention. At a minimum, the Buyer will have age-appropriate vaccinations and bring the Cat for yearly veterinarian exams. If Buyer chooses to inoculate the Cat for feline infectious peritonitis (FIP), all warranties and indemnifications are void. Cats

have also been known to have adverse reactions to vaccinations for FeLV/FIV. Breeder is not held responsible for any warranty for kitten/cat against any adverse reactions to these or any future vaccinations.

4. Under no uncertain terms, Buyer **WILL NOT** declaw the Cat. Buyer will trim Cat's nails on a regular basis and provide scratching devices for the Cat's use. Removal of claws is especially inhumane for the Devon Rex breed. Violation of this agreement is subject to a \$10,000 penalty that Buyer shall pay to Breeder within 30 days of discovery of contract breach.
5. Under no uncertain terms, Buyer **WILL NOT** neglect the Cat. "Neglect" is defined as:
 - a) Abandonment
 - b) Physical abuse
 - c) Emotional abuse

Violation of this agreement is subject to a \$10,000 penalty that Buyer shall pay to Breeder within 30 days of discovery of contract breach. Buyer will provide the Cat with frequent and kind human attention in a clean, pleasant environment conducive to good health and with adequate space for exercise.

6. Buyer agrees Cat will live indoors ONLY. Violation of this agreement is subject to a \$10,000 penalty that Buyer shall pay to Breeder within 30 days of discovery of contract breach.
7. Cat WILL NOT be caged unless temporary (less than half a day) and absolutely necessary for the cats safety or health. Violation of this agreement is subject to a \$10,000 penalty that Buyer shall pay to Breeder within 30 days of discovery of contract breach.
8. 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 may assist the Buyer in finding a new home for the Cat. The Breeder WILL be given right of first refusal to take the Cat back at no charge.
9. Buyer agrees to notify Breeder of any change of address, phone number, or email. Buyer will notify Breeder in the event that the Cat develops any significant health conditions, becomes lost, or dies.
10. Misrepresentation on the part of the Buyer with regard to any provision of this contract, or the conditions and lifestyle that this Cat will be provided with are 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. Violation of this agreement is subject to a \$10,000 penalty that Buyer shall pay to Breeder within 30 days of discovery of contract breach.

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 laws 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