

SALES CONTRACT FOR AN A1 XQUISICAT ABYSSINIAN

This is an agreement for the sale of an A1 Xquisicat Abyssinian as.....

SHOW PET KITTEN/CAT

We take pride in each and every one of our kittens/cats, and want you to be happy with your new pet. Therefore, he/she is presented to you with the following terms and conditions of ownership and care to assure the best possible outcome:

This agreement is made on _____, between Yvette Vinton, hereafter referred to as "Seller" and _____ hereafter, referred to as "Buyer".

For the total sum of \$_____, Seller hereby sells and conveys to Buyer the following described Kitten. Full payment must be received upon receipt of the kitten. \$_____ or before shipping if not picked up here.

Breed: Abyssinian
Color: Ruddy, Blue, Red, Fawn
Sex: M F
DOB:

Sire:

Dam:

TERMS AND CONDITIONS

1. The seller guarantees the health of this Kitten upon shipment. Seller also guarantees the health of this cat for 1 year from any debilitating physical condition that is confirmed inherited or genetic but not due to environmental factors. Upon written notice of the diagnosis of a genetic or inherited disease by a licensed veterinarian, the kitten may be returned for a replacement. Seller further attests that Kitten is free from parasites, fleas and worms. Immunizations received.... 6wk FVRCP, Strongid
8wk: FVRCP, Strongid(&10wks)
12wk: FVRCP/Leuk/Giardia
Date: Neuter/Spay, Feline Leukemia Test Negative
15/16wk: FVRCP/Leuk2/Giardia2 & Rabies
2. The buyer agrees to have the kitten examined by his/her vet within 2 working days of accepting custody of the kitten. If any illness is found other than from the stress of leaving home, change in diet/water, the Buyer has the following options;
 - a. Seller must be notified within 7 days from date that Buyer assumed custody, a written report from their Vet is required ----- a full refund of purchase price --- after Buyer returns Kitten for Sellers Vet to confirm diagnosis.
 - b. Or another kitten may be provided of equal value from a different breeding at a later date. The return of the kitten to be accomplished within 5 days of the diagnosis.
 - c. Upon WRITTEN AGREEMENT FROM THE SELLER ONLY, the Buyer may take the

Kitten to the Sellers vet for treatment at no cost to the Buyer for reasonable treatment of a correctable problem. If wish to have own vet treat Kitten/Cat then Buyer must contact Seller for permission. If treatment is started before informing Seller than the Buyer pays all bills incurred, and it null and voids all guarantees. It also makes the contract stand in violation and the ownership of the Kitten reverts back to the Seller.

If during this time (2days), this cat tests positive for Feline Leukemia or Feline Aids, this cat may be returned to me with veterinary test results and a full refund given to buyer. This compensation provision applies only to the original Buyer (signer of this contract).

2. (1) Florida Statute 828.29

(6) A consumer may sign a waiver relinquishing his or her right to return the cat for congenital or hereditary disorders. In the case of such waiver, the consumer has 48 normal business hours, excluding weekends and holidays, in which to have the animal examined by a licensed vet of the consumers choice. If the vet certifies that, at the time of sale the cat was unfit for purchase due to a congenital or hereditary disorder, the pet dealer must afford the consumers the right to choose one of the following options:

- a) the right to return the animal and receive a refund of the purchase price, excluding the vet costs related to the certificate that the cat was unfit: or
- b) the right to return the animal and receive an exchange cat of the consumers choice of equivalent value, but not a refund of vet costs related to the certificate that the cat is unfit.

- 3. Buyer must have consent of Seller to declaw kitten. Only under certain circumstances will the Seller agree to let Buyer have front only paws declawed.
- 4. The Buyer accepts full responsibility for the welfare and contentment of this Kitten, and agrees to provide affection (these cats need human companionship to thrive and should never be left alone for long periods of time), adequate sanitary housing, proper nutrition, timely and appropriate immunizations, and any emergency Vet care if/when needed.
- 5. The buyer agrees never to let this kitten outdoors unless there is a suitable enclosed and fully protected run available. Or this kitten is on a suitable harness and leash combination.
- 6. Sale of this kitten is to the original buyer as listed/signed in this agreement only. Under some circumstances shall the buyer be allowed to transfer ownership by sale or gifting of the said kitten with permission from A1 Xquisicat.
 - a. Buyer agrees that in the event that Buyers circumstances change and they can no longer keep the kitten, the kitten will be returned to A1 Xquisicat, unless other arrangements have been made, with all paperwork and health records with no reimbursement to the Buyer.
 - b. Buyer agrees that under NO circumstances will this kitten ever be transferred to any PET SHOP, RESEARCH LAB, SPCA, or OTHER SIMILAR FACILITY.
- 7. Buyer agrees to pay any and all court costs if this contract is violated and litigated. Any suit will be tried in the Seller's County and State of residence. Agreement to this contract supersedes all other statutes and lemon laws.

8. Event of forfeiture and return of the kitten. Any kitten shipped by air must be provided with no less than counter to counter quality of service.
9. A \$_____ non-refundable deposit is required to hold any kitten until it is old enough to ship and conditions are safe for the shipping of it. Or until the Buyer is able to come and retrieve and accept kitten (no later than 16wks of age, unless otherwise prearranged).
10. Seller makes no guarantee as to the show quality of this kitten.

This is a contract between the buyer and seller, and a trial for one week, if there are any problems the kittens is to be returned, and the Florida statute 828 is waived. (Refund or replacement, decision is both buyer and seller). If there is a problem, and the buyer refuses to return the kitten, they are fully responsible for any fees, costs, etc., and the Florida statute 828, pet lemon law no longer applies. After this 1 week period, if both buyer and seller agree, the sale is final. Otherwise, the kitten is to be returned.

SIGNED:

(Seller)

Date

(Buyer)

Date

Address:

City:

Phone #:

Email: