



SmoochACat Himalayan & Persians

Sales Agreement

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THIS SALES AGREEMENT FOR KITTENS AND/OR CATS (hereinafter referred to as "Agreement") is made and entered into on the ___ day of _____, 2010 by and between Donna Guyton of SmoochaCat - Himalayan and Persians (hereinafter referred to as "Seller") and _____ (hereinafter referred to as "Purchaser"), whose address and telephone number are: _____.

Kitten Breed: _____ Color: _____ Sex: _____
Date of Birth: _____ Pet (), Breeder () or, Show ().
Sire: _____
Dam: _____
Kitten Purchased has had _____ vaccination(s).
Dates Given: _____
Next Vaccination Date: _____

Your kitten is not immune to Feline Diseases until all vaccinations have been given by your Veterinarian.

We reserve the right to Void or Cancel a contract at any time.

1. **Purchase Price:** The purchase price of _____ Dollars (\$_____), will be paid in full at the time of possession. Seller will accept cash or a money order ONLY for the final payment.

2. **Deposit and Hold:** Only deposits will reserve a kitten for you. The method of payment for the initial Deposit is through cash, check or, money order. The Deposit on Pet Quality Kittens is \$200.00. The Deposit on Breeder quality and/or Show quality kittens is \$300.00. Seller understands and agrees that Deposits will be refundable, if there is a problem on our end, excluding any unforeseen delays in shipping. Otherwise, Deposits are NON-REFUNDABLE if you change your mind or, if shipping is delayed due to airline problems. Purchaser will have the option of either selecting a kitten from another litter or, Purchaser's Deposit will be refunded. Kittens will not be ready to leave until they are 10 to 12 weeks old. At the time of pickup, the balance due must be paid in **CASH ONLY - PLEASE**.

3. **Pet-Alter Agreement:** Purchaser agrees that a kitten that is purchased as Pet Quality is not sold with breeding rights and is to be altered before the age of nine months of age. **There is ABSOLUTELY NO EXCEPTIONS TO THIS POLICY!**

4. **Breeder-Show Agreement:** Purchaser understands and agrees to pay additional fees for a Breeder-Show Quality kitten that meets the necessary CFA Standards, with no disqualifying traits to be shown to its full potential. To attain Champion or Grand Champion status depends entirely upon grooming and care and is

the sole responsibility of the Purchaser. We cannot guarantee any titles, as presentation of the kitten is of utmost importance in the show rings. The kitten that is purchased as Breeder-Show must not be bred before the age of one-year (1) old. If the kitten or, cat purchased for Breeding is unable to produce kitten(s) due to reproductive problems, the cat must be seen by Purchaser's Veterinarian. A statement from Purchaser's Veterinarian must include copies of all tests performed on the above cat, as to the cause of the reproductive problems and must be sent to Seller immediately. Seller's Veterinarian will review the findings of all tests and upon his recommendation, a kitten (of equal quality) will be offered as a replacement when available. Seller will not be responsible for any veterinarian bills incurred.

5. **Health Guarantee:** Seller's cats have been tested for FeLV and have been cleared by DNA-PKD testing before breeding and are negative. All of Seller's kittens are given a health clearance by Seller's Veterinarian and have been given vaccinations that are appropriate for their age group. (See Attached Medical Record). Seller's Health Guarantee is valid for one year (1) from date of purchase against any life threatening, non-treatable congenital defect. Seller must receive documentation from Purchaser's Veterinarian in a timely manner, stating the defect and diagnosis for the Health Guarantee to be valid. A kitten (of equal quality) will be offered as a replacement when available. Seller will not be responsible for any veterinarian bills incurred.

6. **Shipping:** (a) Shipping is available within the United States Only. Purchaser understands and agrees that Seller will ship kitten(s) or, cat(s) using Northwest Airline's VIP and/or Continental Airlines. At the present time, shipping charges are \$350.00 for the United States. You will be advised as to the shipping cost as soon as possible. Purchaser understands and agrees that shipping may be delayed due to weather constraints such as extreme heat or cold. The temperature guidelines are established by the airline used for shipping. Purchaser understands and agrees that Purchaser will telephone or email Seller immediately upon receipt of the kitten or, cat. Seller must be told at this time of any questions or problems about the health or quality of the cat. In the event that there is a problem and Purchaser wishes to return the cat, we must be informed WITHIN 24 HOURS. We WILL NOT agree to the return of the cat after the original 24 HOUR period unless prior arrangements have been made. Purchaser understands and agrees that all shipping charges related to the return of the cat, is the Seller's responsibility. Shipping airline must be approved by Seller so that we can ensure that a quality airline is used. Purchaser understands and agrees that all shipping fees are the responsibility of the Purchaser and must be paid along with the full price of the kitten two weeks in advance of shipping. If Purchaser requests any additional medical or, lab work in advance of shipping, these charges are to be paid to Seller in advance of shipping. Seller will do her utmost to prevent as much stress as possible for Purchaser's kitten, by scheduling direct, non-stop flights, if available. If Seller has to pay any fees for oversize carriers or, long layover charges at the time of shipping, reimbursement of these charges will need to be sent to Seller before your kitten's CFA Registration Papers will be mailed to you. Seller will supply an Airline Approved Pet Carrier and a Health Certificate from Seller's Veterinarian (within 10 days of shipping). The Health Certificate will state the current health status of the kitten and that all vaccinations appropriate for the kitten's age group have been given.

IN WITNESS WHEREOF, I, certify that I have read and understand all the terms, conditions and provisions of this Purchase Agreement and, that I accept this Agreement and by executing said Agreement, agree to abide by all the terms, conditions and provisions thereof.

_____	_____
Donna Guyton, President of Smoochacat ("Seller")	("Purchaser")