

# Timpanogos Kennels Kitten Sales Contract and Health Guarantee

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between:

**Seller:**

Timpanogos Kennels

Name: Heidi Shelton-Grimes

Address: 7715 Bridleway RD, Eagle Mountain, UT 84005 Phone: (801) 709-4381

eMail: heidi@timpanogosc kennels.com

**Buyer:**

Name: \_\_\_\_\_

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

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

eMail: \_\_\_\_\_

**Kitten information:**

Breed:	Color:
Queening Date:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female
Registration: <input type="checkbox"/> TICA <input type="checkbox"/> None	Collar Color:
King Name:	Queen Name:
Microchip number:	

Seller Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

## **TERMS AND CONDITIONS**

### **1. Deposit, Payment of Purchase Price, Fees**

Upon payment of the sum of \$\_\_\_\_\_ (plus any additional charges listed below), paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the Cat to Buyer.

Buyer has paid a deposit of \$\_\_\_\_\_, with payment of the balance of \$\_\_\_\_\_ plus a delivery charge of \$\_\_\_\_\_ due before release of the Cat to Buyer. The expected delivery date is \_\_\_\_\_, or such other date as the parties may mutually agree. Payment of the balance may be made by cash, cashier's check, money order, or Venmo /Cash app.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Cat if:

- (a) Buyer fails to complete the purchase of the Cat for any reason, or
- (b) Buyer fails to pay the balance of the Purchase Price within **5 days** of the agreed delivery date.

In either event, Seller shall be free to sell the Cat to another party.

In the event that the Cat is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of kittens.

A boarding fee of **\$15.00** per day will be charged for each day the Cat is boarded by Seller past the agreed delivery date.

### **2. Ownership and Registration**

**Limited**

Seller has sold Buyer a pet quality kitten and is NOT to be used for breeding.

The Buyer agrees to spay/neuter kitten no sooner than 3 months, but no later than 6 months, unless already altered. Proof of spay/neuter must be sent to the Seller at the above address via U.S. Mail, post marked no later than 7 days post-surgery

The Buyer binds themselves to take proper precautions that the Kitten is not accidentally bred or used for breeding before being altered. If the kitten is bred and/or produces Kittens, the Buyer agrees to pay 2500.00, or the Seller reserves the right to confiscate said Cat and kittens produced.

OR

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□ **Full**

Seller does not guarantee the breeding quality or fertility of any kitten or adult. If Buyer plans to show said kitten, there is no guarantee that the kitten will become a champion. Show/Breeding quality kittens are sold with full registration, which allows the breeding of the kitten at the appropriate age. Terms/conditions to this are that all females are NOT to be bred before the age of 12months, but recommended to wait until after 18 months. All males should NOT be bred until after 12 months of age, preferably 18 months.

**3. Seller's Representations and Warranties**

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Cat and that Seller has full right and authority to sell the Cat.
- (b) The Cat is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c) Seller guarantees that the Cat is a purebred cat, offspring of the purebred king and purebred queen set out on page 1 of this Agreement.
- (d) Health Guarantee: Seller agrees to provide the following health warranty only: No other health warranty or guarantee- expressed or implied- is provided.
  - a The Cat is in good health, having determined by visual inspection the kitten is in good weight and shows no signs of ill health or parasites. Buyer's new kitten has been examined by a vet, received 1st and 2nd set of shots, and dewormed. Buyer has received a dated pet health record of mentioned treatments to take to their vet of choice. Buyer agrees to take kitten to a vet within 3 business days (72 hours) of purchase for a general health checkup, stool sample to make sure there are no internal parasites, establish and receive instructions on the kitten's continued care, and a vaccination schedule. It is Buyer's responsibility to continue the steps to maintain the health of your kitten. If a health problem is detected by the vet, Buyer may return kitten at Buyer's expense to exchange for another kitten of lesser or equal value. Buyer agrees to provide a signed statement from the examining vet detailing the health problem. Seller is not responsible for illness/infection/accident/etc. Outside of genetic deformities.
  - b If a health issue is discovered during the vet visit and there is not a replacement kitten available from current litter, Buyer will have to wait for a replacement kitten available from the next available litter. If Buyer decides to keep the kitten, Seller will not be responsible for any veterinary costs incurred. Seller reserves the right to have kitten examined by a licensed vet of Seller's choice, at Seller's expense, for a second opinion of the condition. Kitten is believed to be free and clear of any congenital defect and is in good health to the best of Seller's knowledge. Your kitten is guaranteed for 2 years. If a life threatening, untreatable congenital defect should occur, including and limited to heart defects including Scale 4 or above and any organ dysfunction, not including any treatable disorder, the kitten will be replaced; no money will be returned. Failure to provide vet care within 72 hours of illness will result in the voiding of any warranties on kitten.

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- c This Health Guarantee covers life threatening untreatable defects Including and limited to heart defects included that are scale 4 or above and any organ dysfunction. This does not include any treatable defect.
- d This Hereditary Health Guarantee does not cover or warranty against viral or bacterial illnesses and does not include or cover accidental physical injury or any digestive system related illness such as giardia, coccidiosis or cryptosporidiosis, which can commonly and readily be contracted by cats of all ages through the ingestion of unclean or contaminated water, or eating such things as sticks, rocks, dirt, spoiled food, animal feces, rodents, etc. Additionally, this health guarantee does not cover illnesses that develop due to the ingestion of foreign objects, chemicals, poor diet or the onset of physical or mental stress.
- e Should said kitten develop any of the above listed genetic diseases which makes it necessary to euthanize said kitten before it is 2 years of age (24 months) OR any life threatening, untreatable defect, Seller agrees to replace the kitten with another of equal or lesser value.
- f This guarantee covers only replacement of equal or lesser value. If a more expensive kitten is available, Buyer may pay the difference of the two kittens. All veterinarian fees or other expenses incurred will be Buyer's responsibility. There will be no refunds or reimbursements of any money for veterinary bills or other expenses incurred by Buyer.
- g Prior to replacement, Buyer agrees to provide all health records showing the kitten/cat has received the appropriate care/vaccinations/deworming mentioned above, along with a written diagnosis from a licensed veterinarian, specifically describing which disease has been diagnosed and how the diagnosis was confirmed. Buyer agrees to obtain a necropsy report at Buyer's expense. Seller reserves the right to also request any information on treatments that are available. Buyer agrees to send a copy of all veterinarian reports, findings and test results to Seller via US mail to the address above, postmarked no later than 7 days from the date the kitten was euthanized, or this health guarantee is void.
- h Seller does not guarantee health problems arising from trauma, abuse or failure to maintain general health care of the cat. We do not guarantee against accidental death, environmental based problems, non-genetic issues, theft, or loss of cat due to anything other than what is stated in this contract. This warranty also does not include allergy or shedding issues, temperament or size issues, skin problems (such as acne or demodectic mange), FIV, Felv, Entropion, Ectropion, undescended testicles, loose knees or hips, Stenotic nares, elongated soft palate, umbilical hernia, dermatitis, Bloat, seizures, viral or bacterial illnesses, infections, improper bites, ear infections, hernias, hypoglycemia, Giardia, Coccidiosis, worms or parasites of any kind. It also does not include any illness due to the ingestion of foreign objects, food, chemicals, physical injury or issues of unknown origin or that may have an environmental link. Upon execution of this contract all veterinary care and associated costs are the sole and exclusive responsibility of BUYER.
- i When making a claim Buyer must send Seller a copy of initial vet exam and any finding upon that initial exam.
- j Seller will NOT replace a kitten due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the breed, and understand the many health issues they can possess. Buyer is responsible for all medical costs of their kitten. (No refunds will be given) This guarantee covers only the original Buyer and is not transferable.
- k Seller does not guarantee the adult size or weight of the kitten once fully grown.

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1 This health warranty is void if ANY part of this contract is breached by Buyer.

- (e) To ensure that Buyer does not euthanize the Cat or take it to an animal shelter, Seller will take the Cat back at any time during the Cat's lifetime. Seller will not issue a refund or provide another Cat to Buyer unless the Cat's return was a result of any misrepresentation on the part of Seller with respect to the Cat's health.

#### 4. Buyer's Representations

Buyer represents to Seller that:

- (a) Buyer guarantees kitten will live and be treated as a member of Buyer's family. Kitten will live inside Buyer's home, principally spending its time inside Buyer's home.
- (b) Buyer will provide the Cat with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- (c) Buyer is not acting as agent for any other person or business in the purchase of the Cat.
- (d) Buyer agrees to provide a safe and suitable inside area for this kitten/cat when Buyer must leave it unattended.
- (e) Buyer agrees to keep kitten confined from traffic, properly sheltered, with adequate food and water, give love and attention, and provide regular vet care. Buyer agrees to follow the feeding, rearing and vaccination guidelines as recommended by Seller.
- (f) Buyer agrees to never co own this kitten with a third party. If it is discovered that Buyer has co owned this kitten with a third party without Seller's consent, the kitten and papers must be returned to Seller immediately.
- (g) If Buyer is ever charged or convicted of animal abuse or cruelty by any state, local or federal agency, Buyer forfeits all rights to kitten and will immediately remand custody of kitten with the registration paperwork to Seller. BUYER WILL NOT RECEIVE ANY REFUND OF MONEY PAID TO SELLER.
- (h) If Buyer is unable to keep the kitten, Seller must be notified immediately. At Buyer's discretion, the kitten may be returned to Seller with the paperwork where at that time Seller will attempt to sell the kitten to a vetted home and any proceeds (New sale price minus any vet related expenses) from said sale will be sent to the original Buyer as a refund or Seller will assist in finding a new home for the kitten in which both Seller and original Buyer have vetted and agree upon. The kitten may not be sold, traded, given away, gifted, transferred, or in any other manner be allowed to be obtained by any animal shelter, wholesaler, animal retailer, laboratory, rescue, or anyone who deals with the selling of cats in any commercial manner, without the written consent from Seller. Buyer also agrees not to list the kitten/cat for sale, trade, or give away on the internet, or in the newspaper without written consent from Seller. In the event Buyer sells the Cat to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.
- (i) If the kitten/cat is returned to Seller for ANY reason, all fees, and shipping expenses will be paid for by Buyer.
- (j) It is Seller's wish to remain in close contact with Buyer and to have updates on the kitten's progress as often as possible. Buyer is encouraged to send photos to, call, text or email Seller with any problems or questions that they may have in raising their kitten.

Seller Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

- (k) Buyer and Seller agree that no provision in this contract may be made without the written approval of both Buyer and Seller.
- (l) Failure by Buyer to comply with any of the above conditions will result in the immediate repossession of Kitten. Buyer will have to pay the maximum amount allowed legally for EACH broken clause.

Timpanogogos Kennels

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## 5. Indemnity and Release

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Cat after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

## 6. Limitation of Action

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Utah. If Seller finds it necessary to repossess kitten/cat or any legal lawsuits resulting from this contract, all costs and attorney fees associated with bringing and defending such litigation shall be borne wholly and exclusively by Buyer. Buyer agrees to any and all legal or court proceedings or cases resulting from this contract shall be filed and held in a county court of Seller's discretion.

## 8. Entire Agreement

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

Buyer agrees that the terms and conditions of this contract have been read, understood, and agreed to in its entirety on \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

Seller Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

**The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Cat.**

**Seller Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Buyer Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

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