

HEAVNZSENT CATTERY, LLC

Shelly Finley (Seller)
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SALES AGREEMENT

PURCHASER INFORMATION

Purchase Date:

Purchaser: *

Address: *
*

Phone:

E-Mail Address:

CAT/KITTEN INFORMATION

Name of Cat/Kitten(s):

Birth Date:

Sex: **Breed:**

Color:

Sire:

Dam:

PRICE

Price of Cat/Kitten: \$

5.1% WI Sales Tax: \$

Less Deposit(s): (\$ 0.00)

Balance Due: \$00.00

The Seller, HEAVNZSENT CATTERY, LLC, and the Purchaser agree to the following conditions of this Sales Agreement which shall be considered binding upon their heirs and/or assigns:

1. Declawing/Tendonectomy. **Under no circumstances will this cat/kitten be declawed** (amputating last bone of each digit equivalent to the amputation of a person's finger at the last knuckle) **or given a Tendonectomy** (cutting of tendons to disallow extension of claws). Declawing and/or tendonectomy are unnecessary and inhumane procedures that rob a cat/kitten of essential means of movement necessary to fill their emotional and physical needs. This practice also leaves permanent and painful sensitivity in the paws. Declawing/tendonectomy may alter his/her personality and/or behavior drastically. If a cat/kitten is declawed or given a tendonectomy all guarantees made in this Sales Agreement will be null and void and said cat/kitten can be repossessed and deemed as property of Seller due to breach of contract.

2. Feeding Instructions. Purchaser agrees to feed cat/kitten high quality cat food at all times from my **Safe Cat Food List**. Your cat/kitten has been eating a large variety of cans and pouches. Wet food should make up all of your Siberian's diet and you should never feed dry food. If you only feed dry, your cat may end up in a constant state of dehydration and may develop crystals. It is extremely important that you realize a Siberian is not your "standard" American cat and should not be fed as such. In order for them to live a long and healthy life, they need high quality food. Canned cat food and pouches that I find are very good and safe are listed on my **Safe Cat Foods List** which will be sent to you before you get your kitten. **If you fail to feed what I have recommended, you will be drastically cutting down on the life span of your Siberian.** Also, any warranties, guarantees and/or representations made in this Agreement will be null and void if you are not feeding from my **Safe Cat Food List**.

As long as you are using the foods I recommend, there is no reason you have to use "kitten" food when you bring your baby home. Kitten food is a marketing ploy used by large pet food companies whereby they lead you to believe the food is specially formatted for kittens. That is not the case and if you are using quality food to begin with, they are getting all the nutrition they need at any age.

3. Indoor Facilities, Food and Water. Adequate indoor sanitary facilities must be provided. **The cat/kitten will not be allowed to roam outdoors nor will this cat/kitten ever be caged or forced to live in a crate or pen.** Purchaser agrees to provide fresh food and water at all times for cat/kitten and to follow the feeding instructions to the best of their ability as indicated by the Seller in number 2 above. Purchaser also agrees to provide litter box(es) and to clean them on a daily basis. If cat/kitten is allowed to go outdoors, all guarantees made in this Sales Agreement will be null and void and said cat/kitten can be repossessed and deemed as property of Seller due to breach of contract.

4. Altering Agreement. Purchaser agrees to neuter or spay this cat/kitten by the time the kitten reaches 6 months or within 30 days of purchase if this is an adult cat. Purchaser will provide Seller with proof of altering in the form of a dated receipt from a certified veterinarian that includes a description of the animal involved and the procedure performed. When Seller receives said receipt, Seller will provide the registration papers to the Purchaser. Purchaser agrees and guarantees that this cat/kitten will at no time prior to the altering be

allowed to reproduce or to be used for breeding purposes with any other cat/kitten, whether purebred or mixed breed, without Seller's written permission. It is the full obligation of Purchaser to take all possible precautions to guard against this occurring. **Furthermore, if the cat/kitten is not altered within the time limits defined in this Sales Agreement, it will be assumed that the Purchaser is planning to breed the cat/kitten, and the cat/kitten will be repossessed by the Seller with no reimbursement to the Purchaser.** If the cat/kitten is actually bred by the Purchaser, any kittens from the breeding(s) will be repossessed and any proceeds from kittens sold will be turned over to Seller. If necessary, a lawsuit will be instituted to recover any proceeds from kittens sold or given away from any breedings involving this cat/kitten. The Purchaser agrees to pay all court costs and reasonable attorney's fees if this Sales Agreement is litigated and any lawsuit shall be filed and tried in Waukesha County, under the laws of Wisconsin.

5. **Change of Custody/Ownership.** **Under no circumstances will this cat/kitten be sold, leased or given to any pet shop, research laboratory, animal shelter or similar facility, or disreputable person.** Cat/kitten may not be sold, traded, given away, or in any way change custody or ownership without prior written approval of Seller, **who shall have first option to take the cat/kitten back.** Purchaser also agrees to inform Seller of any changes in Purchaser's e-mail address, street address or telephone number.

6. **Healthcare.** Following the date of purchase, the Purchaser will be responsible for the cat/kitten being provided medical treatment when necessary. Purchaser shall be responsible for any veterinarian expenses incurred for said cat/kitten from the date of purchase forward. Seller has not made any further representations concerning the health or condition of the cat/kitten other than those representations which have been reduced to writing.

In the event of a death, the Purchaser will notify the Seller immediately. The Purchaser agrees not to euthanize the cat/kitten without speaking to the Seller (except in the case of emergency). If the cat/kitten is found to be mistreated or neglected, Purchaser will surrender cat/kitten to Seller unconditionally with no reimbursement to Purchaser.

7. **Return/Refund.** It is in the sole discretion of the Seller to refund the purchase price if the cat/kitten is returned. Purchaser will be responsible for all shipping costs, boarding costs or veterinarian costs (including medical treatment/testing) incurred in clearing said cat/kitten for return to cattery as well as costs to re-home said cat/kitten. These costs will be deducted from the purchase price if a refund is deemed appropriate. If a refund is deemed appropriate, the refund shall be paid at the time the cat/kitten is re-homed. Purchaser understands that Seller is not obligated in any manner to refund any purchase price.

8. **Health Guarantee.** Cat/kitten is guaranteed to be in good health and FeLV/FIV negative at the time of sale and for 48 hours against upper respiratory infection, fleas, worms, fungus and ear mites. If any of these conditions are found to be present within 48 hours, Purchaser shall contact Seller prior to any treatment or the guarantee will be null and void. Purchaser is advised to take the cat/kitten (at Purchaser's expense) to a veterinarian for a complete exam if health is in doubt. If the cat/kitten develops and dies of an illness which can be proven to be genetic in nature by his/her first birthday, Seller will replace cat/kitten when Seller receives proof of genetic defect in the form of a complete autopsy report performed by a veterinarian which has been reviewed and approved by Seller's personal

veterinarian. Death of the cat/kitten for any reason other than genetic illness will not be grounds for replacement of the cat/kitten.

9. Temperament Guarantee. Seller guarantees that said cat/kitten will have the personality and temperament of a purebred Siberian and will be happy and well-socialized. Siberian cats are very personable and want to be near their owners at all times. They should be social, loving, play full, easy going, friendly, trusting and confident. If said cat/kitten does not meet these criteria, Seller will take said cat/kitten back and Purchaser will be given a full refund or another kitten when Seller has one available. This guaranty is good for two (2) weeks after purchase of said cat/kitten and is null and void after this two (2) week period.

10. Violation/Enforcement of Sales Agreement. Violation of any part of this Sales Agreement will result in a flat fee of Five Hundred Dollars (\$500.00) to be paid by the Purchaser to the Seller and immediate surrender of the cat/kitten with no reimbursement to the Purchaser. If a violation occurs, legal action will take place in the Waukesha County, Wisconsin Courts. Wisconsin law will apply.

11. Purchaser Responsible For All Damages. Purchaser shall hold Seller harmless from any and all damages or injuries caused by the cat/kitten.

I HAVE READ AND ACCEPT THIS SALES AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND MY OBLIATIONS AND AGREE TO ABIDE BY THE TERMS THEREOF. I ALSO UNDERSTAND THAT THIS IS A LEGALLY BINDING SALES AGREEMENT AND IS NOT VOIDABLE.

Date: _____

Purchaser's Signature

Accepted:

HEAVNZSENT CATTERY, LLC

Date: _____

By: _____
Shelly Finley, Seller