

# BLUE SAPPHIRE SPHYNX KITTEN CONTRACT

**Buyer:** \_\_\_\_\_

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

\_\_\_\_\_

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

**Email:** \_\_\_\_\_

**Kitten to be purchased:**

**Breed-** Sphynx

**Color/Sex-**

**DOB-**

**Sire-**

**Dam-**

**Price of kitten-** \$\_\_\_\_\_ USD

**Deposit-** \$300.00 USD Received on: \_\_\_\_\_

**Balance including shipping-** \$\_\_\_\_\_ USD

**Due Date:** \_\_\_\_\_

**Shipping-** \$\_\_\_\_\_

**To the Buyer:**

Blue Sapphire Sphynx cattery, Bernice Phares, herein after will be referred to as "seller", and all kittens/cats will carry the Blue Sapphire cattery name. This kitten/cat contract is entered into on: \_\_\_\_\_ between \_\_\_\_\_ (seller), and \_\_\_\_\_ (buyer).

**Terms and Conditions:**

1.) The buyer understands and acknowledges Blue Sapphire cattery requires a \$300 non-refundable deposit to reserve a kitten/cat. This deposit will be applied towards the total agreed upon price mentioned above. Buyer fully understands that if he/she should decide, for any reason, to discontinue with the purchase of said kitten/cat, the deposit will not be returned.

2.) The buyer understands that non-refundable deposit will be applied toward total price of kitten: \$\_\_\_\_\_. Buyer understands that kitten will not be released from Blue Sapphire Cattery until the balance of \$\_\_\_\_\_ has been received in full by seller. Buyer agrees to pay final balance on or before balance due date. If final balance of \$\_\_\_\_\_ is not received by balance due date, reservation of kitten becomes void and kitten may be resold without refund of deposit.

3.) The buyer understands that this kitten/cat is being purchased as a pet and will be spayed or neutered prior to release from the Blue Sapphire cattery. Buyer will be furnished with proof from a licensed veterinarian of spay or neuter when released from cattery. Buyer understands that breeding rights will not be given with the purchase of the above-mentioned kitten/cat, and that TICA registration papers will be submitted with the following restriction: "not for breeding" 4.) Seller is not responsible for kitten/cat once it is accepted by the airline carrier or courier, should either method of transport be chosen in place of pick up in face to face meeting with both buyer and seller present. It is the responsibility of the buyer to file a claim with airline carrier or courier in the event of loss, theft, injury, delay, or death of kitten/cat while in transport or due to transport conditions.

5.) The buyer agrees that kitten/cat will not be declawed on either front or back paws, as this action has been known to cause serious negative side effects in the health and wellbeing of declawed pets. The buyer agrees, instead, to provide

kitten/cat with behavioral redirection, outlets for scratching behavior, and regular claw trimming or nail caps should scratching become problematic.

6.) The buyer agrees this kitten/cat will not be allowed to roam outdoors freely, as this action brings immediate climate/environmental related dangers/hazards to Sphynx cats. Buyer accepts full responsibility of caring for the kitten/cat. Buyer will provide kitten/cat with appropriate health care, nutrition, and a safe, pleasant environment to reside in. Buyer agrees to provide immediate veterinary care to the kitten/cat if it shows any signs of illness or injury. Seller is not responsible, under any circumstances, for any veterinary bills incurred by the buyer. Buyer understands that Hypertrophic Cardiomyopathy (HCM) is a heart defect that can affect any breed of cat. Buyer understands that cause of Hypertrophic Cardiomyopathy (HCM) may be congenital, and due to this possibility, it is recommended that kitten/cat undergo an annual echocardiogram and wellness blood chemistry.

7.) Seller will have completed vaccinations appropriate for age, routine worming, and medical examining needed before pickup or shipping. If said kitten should die before it leaves Blue Sapphire Cattery, buyer will have the choice of applying deposit to another available kitten, or monetary refund of deposit.

8.) Seller guarantees the kitten/cat to be in good health and FeLV/FIV negative upon departure from Blue Sapphire cattery. Seller provides a 48-hour limited guarantee that the above kitten/cat is in good health at time of purchase. It is the buyer's responsibility to have the kitten/cat examined by a licensed veterinarian within 48 hours of receipt of kitten/cat if buyer should wish to maintain this guarantee. Failure to have kitten/cat examined by licensed veterinarian within 48 hours will void guarantee. After 48 hours, the seller cannot be held accountable for future diagnosis of FeLV/FIV or any other bacterial, viral or fungal infectious diseases or parasites due to the fact that these can be contracted anywhere in the environment after leaving Blue Sapphire Cattery and are not the result of genetics or breeding. Buyer accepts all responsibility for protection of kitten/cat from said diseases, illnesses, parasites, and fungi once received.

9.) Buyer understands that 48-hour good health guarantee becomes void if kitten/cat comes in contact with another cat or dog prior to being examined by licensed veterinarian. Buyer also understands that 48-hour good health guarantee is void if kitten/cat is not tested for infectious disease, parasites, or fungi within 48 hours of receipt. Buyer understands that seller recommends a 14-day minimum quarantine period once received, to allow for adjustment to new environment and potential environmental pathogens. During this period, it is recommended that kitten/cat not be exposed to other household animals, as this could result in illness in a time of transitional stress. Seller shall not be held responsible for illness occurring after 48 hours of receipt, as this may be due to stress and contact with environmental pathogens in his or her new home. Seller shall not be held responsible for illness occurring within 48 hours of receipt without accompanying documentation from a licensed veterinarian of supporting signs and symptoms of disease during this period.

10.) The seller does not advise the vaccination of kitten/cat against FIP, FeLV, FIV, ringworm or giardia. Sphynx cats have been known to have adverse reactions to vaccinations for FeLV. If buyer should choose to vaccinate against any of the above mentioned, the health guarantee will be null and void. Seller is not held responsible for any adverse reaction to any vaccination performed after release from Blue Sapphire Cattery.

11.) If kitten/cat should die due to a congenital defect in the first year of life, or from Hypertrophic Cardiomyopathy (HCM) during the first 2 years of life, the kitten/cat will be replaced only after supplying the seller a letter from examining veterinarian (necropsy report) explaining his/her findings. The seller has the right to request a necropsy be performed and a second opinion obtained to determine cause of death. Should Hypertrophic Cardiomyopathy (HCM) be found as cause of death, seller has the right to request a copy of annual echocardiogram that was performed by a board-certified cardiologist. Should buyer be unable to provide documentation of an echocardiogram completed during first 2 years of life of kitten/cat, and documents that state the finding of kitten/cat to be positive for Hypertrophic Cardiomyopathy (HCM), guarantee of health against congenital Hypertrophic Cardiomyopathy (HCM) is null and void. Should this kitten/cat die due to congenital defect in first year of life or have documented Hypertrophic Cardiomyopathy (HCM) prior to the age of 2 year (must have accompanying positive echocardiogram from board certified cardiologist), seller will replace kitten/cat with another of comparable quality and value, upon availability. Replacement kitten/cat will

also have 48-hour good health guarantee once departed from Blue Sapphire cattery. Seller will not be held responsible for shipping costs for replacement kitten/cat.

\*\*\*\*Buyer understands that echocardiogram mentioned above is to be performed by a board-certified veterinary cardiologist. If echocardiogram is not performed by a board-certified cardiologist, replacement guarantee is null and void. This is required to ensure accurate diagnosis of HCM by a trained professional. \*\*\*\*

12.) Buyer is aware that the degree of hairlessness varies from cat to cat and that no Sphynx is completely hairless. Hormones, climate, and genetics play a role in the hairlessness of the Sphynx. Even though a kitten may be almost hairless when it is sold, it is possible for it to develop some hair as it gets older. Development of any hair is not grounds for replacement of cat/kitten.

13.) Under no circumstances will the kitten/cat be given to a pet shop, research facility or rescue group. Buyer agrees to return the kitten/cat to Blue Sapphire Sphynx with the understanding there will be no refund.

14.) Any legal action which may arise under the terms of this contract will be brought in Fort Worth, Texas, USA. Buyer will be liable for any court cost, attorney's fees and related charges that the seller may incur while enforcing the terms of this contract. The laws of the state of Texas shall be controlling.

15.) Buyer understands that Seller retains the "right of first refusal" should the buyer determine that he/she no longer wishes to keep the above named kitten/cat at any time in its life. "Right of first refusal" is defined as the right to accept or deny bringing the kitten/cat back to Blue Sapphire cattery before it is rehomed or placed with another individual or family. Buyer agrees to notify seller if he/she no longer wishes to keep the above named kitten/cat and return it to seller if requested, or allow seller to retrieve it. No refunds will be given for deposit amount or full balance should the buyer determine that he/she no longer wishes to keep the cat/kitten at ANY time. Failure to offer the seller "right of first refusal" will result in legal action against buyer.

16.) Buyer understands that the seller retains the right to refuse adoption at any time and for any reason before kitten is released from Blue Sapphire.

17.) Buyer and seller have read and fully understand the terms of the contract and do agree to all terms. There are neither other conditions nor guarantees, verbal or implied. No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined above. The seller and buyer sign and consider this document to be legally binding. Changes or additions to this contract must be initialed by all parties. Signatures and date below on this document indicate full agreement to ALL terms set forth in this contract. Buyer acknowledges that he/she has read, understands and agrees to ALL terms and conditions stated above.

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Signature of Buyer/Date

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Signature of Seller/Date