**Cat Health Warranty, Purchase Agreement and Spay / Neuter Contract**

This contract is between: Diamondcrest Farms (Hereafter “Seller” and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Hereafter “Buyer”) and is entered on this date: \_\_\_/\_\_\_/\_\_\_

**Pertaining to:**

\*Cat/Kitten Litter Name/Color:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*Birthdate:\_\_\_/\_\_\_/\_\_\_

\*Gender: \_\_\_\_\_\_\_\_\_\_\_ \*Breed: Maine Coon \*Color:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Sire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Microchip #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*Registration Type: (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \*Reg #: Reg fwd after proof of spay recd.

This kitten is purchased \_\_\_ with or \_\_\_ without breeding rights.

**HOLDING FEE:** A $300 holding fee is required in order to hold a kitten. Holding fees are non-refundable, but do go towards the total purchase price. Absolutely no cash refunds will be given for any reason, no exceptions. **All kittens must be paid in full by 8 weeks of age (unless agreed otherwise by the Seller)**. If full payment is not made in full by this time, the Seller reserves the right to again make the kitten available for sale. Holding fees may be transferred to another litter for up to 12 months, but may not be refunded. Otherwise it is non-transferable and considered liquidated damages for not allowing the Seller ample time to have placed the kitten. The Seller may terminate this contract for any reason by returning holding fee to the Buyer. If for any reason a kitten remains after 10 weeks of age because the Buyer could not accommodate a previously agreed on shipping / delivery / or pick up date set forth, boarding fees at a rate of 30.00 per day will be charged.

**Seller's Responsibility:**

1. The seller guarantees that the kitten is in good health (minus potential intestinal parasites) and has received the following:
	1. Age-appropriate immunizations
	2. Subcutaneous microchip
	3. Deworming
	4. Health certificate (available at the time the Buyer takes possession)

1. The Seller provides warranty against debilitating, life threatening congenital defects that are testable for a period of two (2) years after the date of sale.
	1. Debilitating congenital defects are defined as those present since birth that are life-threatening or severely life altering.
	2. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the cat dies).
		1. Buyer must supply any requested veterinary records related to the cat’s condition to the seller within 24 hours of diagnosis.
		2. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller’s choice at the Seller’s expense.

Should first 2 vets have differing opinions, a 3rd vet (agreed on by both parties) will serve to make a final decision and cost will be shared by both the Buyer and Seller.

* + 1. If necropsy is performed and results are undetermined or inconclusive diagnosis, health warranty is void.
	1. If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement kitten from the Seller of equal or lesser value from the next available litter.
		1. Return of the original kitten purchased will be at the Seller’s discretion.
		2. Seller determines which kitten (of equal or lesser value) will be used as a replacement and the wait may be as long as 12 months.
		3. Color or gender is not guaranteed
		4. Shipping fees will not be refunded, and any costs associated with the shipping replacement kitten are to be covered by Buyer.
	2. If the kitten is euthanized or in any way disposed of, without a second opinion from the seller’s veterinarian, the buyer waives all rights to a replacement kitten.
	3. This warranty does **not** include viral or fungal illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, retained testicle(s), cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury.
	4. No warranties or guarantees, expressed or implied, are made under this contract except as stated.
	5. This warranty is non-transferable.

1. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

**Buyer's Responsibility:**

1. The Buyer agrees to pay the Seller a total sum of $ \_\_\_\_\_\_\_\_. This fee does not include shipping. If shipping is required, the Buyer agrees to pay $\_\_\_\_\_\_ for shipping, which includes a travel crate and a health certificate.
2. The Buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the above animal is on the Buyer at all times after the kitten/cat leaves the Seller.

1. The Buyer agrees to have the kitten examined by a licensed veterinarian within **three (3) business days** of taking possession.

* 1. If the kitten is found to be in seriously poor health, the Buyer has the option of returning the kitten to the Seller, at the Buyer’s cost, for a full refund.
	2. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.
	3. If the kitten is not taken to a licensed veterinarian within three business days of taking possession, the health warranty is void.
	4. Please ensure that the kitten is kept in a kennel or held in the waiting room of a veterinary office, and that the exam room is properly disinfected before the appointment.
1. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the kitten is diagnosed, even if the kitten has parasites present when sent home).
	1. If you are not willing to treat parasites (sometimes more than one treatment is needed), then please do not buy a kitten.
	2. It is common for kitten parasites to flourish after joining their new family (stress and change accommodate this).
	3. Most parasites can be contagious, and it is possible that other cats in the house can get them.
2. The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their kitten for any reason. The Buyer agrees to return the kitten to the Seller with no refund and at the Buyer’s expense.

1. The Buyer agrees to **never** place their kitten with a rescue group, in a shelter, pound, or similar facility or research laboratory.

1. The Buyer allows the Seller to use any pictures of the kitten/cat that the Buyer posts on social media for the purposes of reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose.
2. The Buyer agrees, under no circumstances should this kitten/cat ever be declawed or be allowed to live outdoors.

**Non-Breeding Contract:**

1. In the event the kitten being purchased is one **WITHOUT** breeding rights, the Buyer agrees to confine the animal in such a way to prevent breeding by, or to, until sterilization is completed.
2. **The Buyer agrees to sterilize (spay/neuter) by 12 months of age.**
3. Should any kittens be produced by this cat, on accident or on purpose, the Buyer agrees to pay damages in the amount of $3000 per kitten produced and ownership of the cat and any kittens will be transferred to the Seller immediately.
4. It is understood that at the time of sale that the kitten is a representation of its breed and it is structurally and temperamentally suited as a companion kitten. It is being sold as a pet without breeding rights.

**Full Breeding Rights Contract:**

1. In the event the cat being purchased is one with **Full Breeding Rights**, Buyer agrees to breed responsibly, to take back any kittens produced by this cat for their lifetime, sell pet kittens on non-breeding contract, educating any new potential owners about the breed.

**Breach of Contract:**

In the event the purchaser is found to have violated any of the terms and conditions of this contract, the cat is to be surrendered unconditionally to the seller. Seller may reclaim physical and legal ownership of cat with or without due process of law for any breach of contract with no refund of purchase price.

In the event the purchaser is found to have violated any of the terms of this contract, purchaser shall be liable to the seller for damages in the amount of $5000, plus expenses for veterinarian care upon return of cat/kitten to seller and all attorney, legal and related miscellaneous fees that result in litigating this contract. Any legal action, which may arise under the terms of this contract, will be brought in the state/county/city of seller’s residence.

By signing this contract, I agree to all of the previous terms of the contract and warranty.

\*First and Last name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

\*Buyer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

\*Seller Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_