

# Adoption Contract



**THIS AGREEMENT** between \_\_\_\_\_, (Buyer) and Ace's Wild Cats, (Seller) is effective as of the date of the last signature to appear below and is binding upon all parties thereto sell the below described cat/kitten pursuant to all of the following terms:

**BIRTHDATE:**

**COLOR/DESCRIPTION:**

**PURCHASE PRICE:**

**FOR THE FOLLOWING TERMS:**

**INITIAL IF YOU AGREE:**

\_\_\_\_\_ **SPAY/NEUTER AGREEMENT CAT/KITTEN IS PURCHASED FOR COMPANION BREEDING:** unless purchasing a breeder, buyer agrees to spay or neuter this cat by 6-12 months of age.

\_\_\_\_\_ **T.I.C.A. REGISTRATION/ALTERATION REFUND/REBATE:** Upon receiving written documentation of ALTERATION by a licensed veterinarian within 18 months of adoption date; Seller will forward registry documents for T.I.C.A.-registered, Bengals. \*For Cheetoh or non-T.I.C.A. registered cats: Seller will refund/rebate three hundred dollars (\$300) to Buyer.

\_\_\_\_\_ **HEALTH GUARANTEE:** Seller will provide vaccination record to buyer and guarantees the health of said cat/kitten for three business days against kitten viruses from the date it leaves the possession of the Seller. When said cat/kitten leaves our cattery, to the best of our knowledge, it is in healthy condition. However, in the event said cat/kitten should be diagnosed with a medical problem that can be cured, this would not qualify for a replacement. If you have other cats, we recommend that you place your new arrival in quarantine for a period not less than 2 weeks. We recommend that you take the cat/kitten to your own veterinarian (at Buyers expense) within the first 3 business days for your own satisfaction and protection. You, or your veterinarian, shall report to Seller any medical problem within the guarantee period. If the cat/kitten is found to have a medical problem within the guarantee period, it must be reported to the Seller within twenty-four (24) hours of its discovery. **Failure to make this report within this time frame will void this warranty.**

**REFUNDS AND REPLACEMENTS AND EXPENSES:** There shall be no refunds of purchase price, shipping charges or other costs. There shall be replacement of the cat/kitten only under the circumstances provided below: If the cat/kitten is found to be in unsound health with life threatening incurable diseases by a licensed veterinarian within 3 business days, the cat/kitten shall be returned to Seller or euthanized upon approval of seller unless seller authorizes other options. Then Buyer may request replacement with another cat/kitten of equal value. Said replacement will be made as soon as a suitable replacement becomes available. A medical report signed by the examining veterinarian must be provided to the Seller prior to a replacement being made. **There shall be no replacement unless under the Health Guarantee period only or except as stated below**). The Seller will not replace any cat or kitten that has not received adequate and appropriate care from its new owner. It is the responsibility of the Buyer to provide immediate veterinary care (at the Buyers own expense) to any cat/kitten showing signs of illness or distress and failure to do so will render any guarantee null and void. Under no circumstance is a cat or kitten to be destroyed prior to notification by the Buyer to the Seller. Unsound health shall be defined as any condition, which is life threatening or incurable, and shall not include curable conditions such as but not limited to infections, upper respiratory virus, bacterial infections, parasites, or skin rashes.

Should the cat/kitten die within one year of cat's/kitten's birthday as a direct result of an unknown (at the time of sale) congenital birth defect, said cat/kitten will be replaced only if an appropriate autopsy is performed by a licensed veterinarian and a veterinarian's certificate is provided as proof of cause of death. Trauma, abuse, or neglect will void the guarantee.

**THE BUYER** assumes responsibility of all expenses incurred in relation to the cat/kitten after said cat/kitten leaves the possession of the Seller, as well as any expense incurred at the request of the Buyer before the cat/kitten leaves possession of the Seller. If for any reason the cat/kitten is returned to the Seller, **BUYER** agrees to pay all expenses, including shipping costs, mileage, and re-examination expense of Seller's veterinarian. This examination will include a complete viral panel blood test for FELV, FIP and HIV viruses.

**SHIPPING:** The cat/kitten, if shipped, comes to you with a veterinarian's health certificate and a record of vaccinations. Cat/kitten must be shipped **Prepaid**. Shipping costs will include all cost incurred by the Seller including but not limited to carrier, health certificate, Airline cost, etc. Specific shipping arrangements will be determined in advance and confirmed to Buyer by Seller, with the cat's/kitten's best welfare in mind. This signed agreement must be returned prior to cat/kitten being shipped.

**HOLDING/DEPOSIT FEES:** A holding fee is placed to hold a particular kitten or a particular order in which to choose a kitten (1st pick, 2nd pick, etc.) for a buyer. All holding fees are non-refundable. The goal of our cattery is to place our kittens in loving homes in a timely manner so they may bond with their new family. If a kitten or a place in line is held specifically for a buyer, a change of mind can quite often jeopardize the chance for that particular kitten to be placed in a home while still at a desirable age or cause the seller to lose a particular buyer because

the prospective buyer was unable to be high up on the list in-order for choosing a kitten. The minimum required amount is two hundred and fifty dollars (\$250.00). The Buyer must choose their kitten by or before the age of 6 weeks or apply the holding fee towards a kitten from a future litter, *unless* other arrangements have been made. If the buyer chooses to accept said cat/kitten,

the sale of said cat/kitten is consummated and the holding fee \$300 will apply to that kitten only and will not apply to the purchase of any other cat/kitten. In the event that Buyer decides not to purchase a cat/kitten after giving seller a holding fee, the \$250 holding / deposit fee would be used to cover the non-specific expenses that the seller incurs in order to resell the cat/kitten. The balance for cat/kitten is due in full when the kitten is acquired by buyer, or when the said cat/kitten is being shipped, unless other arrangements have been made.

Each cat/kitten will differ in the time needed to bond with its new family. Please give the cat/kitten ample time to adjust, especially if the cat/kitten has been shipped. A period of two to four weeks should be the very least amount of time allowed the cat/kitten for an adjustment period, and longer if this is an adult cat or there are children in the house. Please give your new friend and family member a chance to bond with you and its new surroundings. Your new cat/kitten needs to feel safe and secure for its unique individual personality to surface.

\_\_\_\_\_ **THE BUYER** becomes the owner of said cat/kitten upon Sellers's receipt of Payment in Full. The cat/kitten will be cared for by the Seller until the arranged shipping date or until Buyer is able to take possession of cat/kitten. This period of care is not to exceed fourteen (14) days from date of sale unless otherwise agreed to by Seller. In the event this exceeds the time period stated, Buyer agrees to pay board on said cat/kitten at a boarding charge of five dollars (\$5.00) per day. Boarding charges are to be paid in full prior to shipping or release of said cat/kitten.

\_\_\_\_\_ **BREEDING ANIMALS:** Only cats/kittens purchased as a breeder will be guaranteed for both testicles to descend. Said cat cannot have been bred and must be returned to seller at buyers' expense before replacement cat/kitten will be provided and only when suitable replacement becomes available. Breeder also does not guarantee the size of said cat at maturity, whether purchased for breeding, show exhibition or as a companion.

\_\_\_\_\_ **HOUSING, CARE AND TRANSFER TO THIRD PARTY:** Buyer agrees that this cat/kitten will be kept **indoors** and not allowed to roam freely outside. **Under no circumstances will this cat/kitten be declawed, sent to a shelter or otherwise disposed of, nor shall this cat/kitten be sold, leased, or given away to any pet shop, research laboratory or similar facility.** If Buyer wishes to resell this cat/kitten or becomes unable, or no longer desires to care for this cat/kitten, Buyer must give Seller first right of refusal to purchase said cat/kitten or return cat to seller at seller expense. Buyer agrees that Seller has the right to retrieve said cat/kitten if Seller does not adhere to all provisions of this contract or if cat/kitten is being neglected or abused.

\_\_\_\_\_ **TERMS:** The use of the terms: cat/kitten presents the same as the plural cats/kittens, in the case of more than one cat/kitten being purchased under this sales agreement.

**I agree to all terms as stated herein:**

**If buyer chooses to make payment in part or in full for said cat/kitten prior to signing the sales agreement, then buyer agrees by making payment that he/she has read and agrees to all the terms and conditions contained here within, which then becomes binding and supersedes signed hard copy of agreement.**

**Buyer's Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**Buyer's Printed Name:** \_\_\_\_\_

## **Ace's Wild Cats**

**Seller's Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**Seller: Aleene "Ace" Althouse**

**Comments:**