

**13277 W Farm Rd 140**

**Bois D’Arc, MO 65612**

**OldOakHillFarm.com**

**oldoakhillfarm@gmail.com**

**417-773-9483**

**Kitten Purchase Agreement**

Kitten Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color/Pattern: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex: \_\_\_\_\_\_\_\_\_\_\_\_

Cattery ID#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reg #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Microchip #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Queen: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ King: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This kitten is the offspring of two purebred, CFA Registered Persian or Exotic cats and is able to be registered with limited registration unless otherwise arranged with seller which will be noted in the comments. Kittens sold on limited registration may not be shown in certain club conformation shows or bred.

**DEPOSIT**

Part of the purchase price will be paid immediately with this agreement as a deposit to guarantee that the seller will hold the kitten for the buyer until he/she turns 10 weeks old. Deposit may be paid with cash, Venmo (@Cindy-Mickey), PayPal (cindys1979@gmail.com), Zelle (417-773-9483), Cashapp ($OldOakFarm) or personal check. If paying with PayPal or Venmo, payment will need to be submitted as friend/family or an additional 3.5 % fee will need to be applied to deposit amount.

The deposit fee is nonrefundable unless during the vet check while at our facility the vet has found the kitten to be unhealthy and unfavorable for sale.

If the transaction is voided by seller, or if through some tragic accident the kitten were to die or otherwise be seriously injured before it goes to its new home then the deposit will be returned to the buyer; unless the buyer wishes to apply the deposit to another kitten, if one is available, or to a kitten from the next available litter.

**BALANCE**

The balance or remainder of the purchase price will need to be paid in cash (no checks) at the scheduled pick up date of the kitten to the seller. If arrangements have been made to hold the kitten after 10 weeks of age, then the balance would be due when the kitten turns 10 weeks old. The purchase price does not include any shipping charge (if applicable), which is calculated separately.

**SHIPPING**

If the kitten is being shipped, the kitten balance plus shipment charge of $\_\_\_\_\_\_\_\_\_ will need to be paid in full with cash, Venmo (@Cindy-Mickey), PayPal (cindys1979@gmail.com), Zelle (417-773-9483) or Cashapp ($OldOakFarm) 3 days before shipment date. If using PayPal or Venmo submit payment as friend/family or an additional 3.5% fee will need to be applied to the balance due. Please contact Seller to verify payment type and amount before submitting payment.

Shipping method: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If the kitten is being shipped, we will be unable to guarantee their health as they will be exposed to several other kittens, puppies, small animals, humans, and environmental conditions outside of our control.

The seller is not responsible for any airline/shipping errors or handling.

**PICK UP DATE**

This kitten will be available for the buyer to pick up on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Our kittens will be 10 weeks of age before they can leave to go to their new home. However, we reserve the right to keep the kitten longer if we feel that he/she is not quite ready.

If the buyer is not able to pick up the kitten on the stated pick up date, we will be glad to continue caring for the kitten for a reasonable time as arranged and agreed upon by buyer and seller. If the agreed upon date exceeds the stated pick up date by 1 week, we will add a charge of $10 per day for boarding for every day after the stated pick-up date (not to exceed 30 days).

If seller is not able to contact the buyer in regards to scheduling a pick up date, after the 3rd attempt the kitten will be relisted and the deposit will not be refunded.

**MICROCHIP**

We offer to microchip the kitten for free before he/she leaves our premises.

Would you like the kitten microchipped? \_\_\_\_\_\_\_\_\_

**INCLUDED WITH KITTEN:**

Included with all kittens after payment in full: CFA Registration application (limited registration only unless other arrangements made with seller), Missouri health certificate from vet if shipping, health/vaccination record, microchip and lifetime microchip registration, health guarantee, and small bag of kitten food.

**HEALTH GUARANTEE**

We hereby certify that this kitten has been de-wormed, vet checked, properly vaccinated to date, and negative for PKD, FeLV and FIV at the time of leaving our cattery. It is the sole responsibility of the buyer to see that these vaccinations are kept up to date. Buyer understands that the kitten will need boosters of the initial vaccinations until the "kitten series" is completed, and then annually thereafter or per vet recommendations. We recommend that the rabies vaccine be given between 6 to 8 months of age and never have multiple vaccines given to your kitten on the same day. If the kitten is not kept up to date on necessary vaccinations and de-wormings, this contract is void. The buyer will be provided with a copy of said kitten’s medical history (vaccinations and de-wormings) and hereby agrees to have the kitten examined, at buyer’s expense, by a licensed veterinarian of choice within 72 hours from the date buyer assumes physical custody of kitten. If said kitten is not seen within 72 hours by a licensed veterinarian, this contract is void, and if life threatening genetic problems occur within 12 months of the date of birth we will need written proof that the kitten was originally seen within 72 hours of receiving them.

The health guarantee does not cover hypoglycemia, coccidiosis, giardia, herpes, upper respiratory infection, mites, ticks, ringworm, ear Infections, or any common treatable ailment once the kitten has left the seller’s hands due to these being caused by stress of moving or easily picked up during travel after leaving our cattery.

The seller guarantees the kitten to be free from life threatening genetic problems for up to one year (12 months) from the kitten’s date of birth. If upon examination by a licensed veterinarian of your choice, this kitten is found to have a life threatening genetic defect, have your veterinarian document this condition with a written, signed statement clearly stating the symptoms, exact problem, severity, and the tests that have been done to document it. The buyer will then notify the seller of the situation within 2 business days. Failure to return the written report within 2 business days invalidates this contract. If, by a licensed veterinarian, the kitten is found to have a life threatening genetic defect the seller will replace the kitten with one of equal or lessor value upon availability (within one year) and may not be from the same parents as the original kitten. Replacement is at the seller’s discretion. The original kitten must be returned to seller along with all original paperwork and registration papers. All expenses of returning original kitten are to be paid by buyer. Otherwise, the buyer may choose to keep the original kitten and accept all responsibilities, with the buyer understanding that no replacement kitten and no refunds will be given.

If the buyer rejects a replacement kitten then all sales become final. Seller also reserves the right to have a second vet of choice evaluate the condition within ten days following the receipt of the original kitten before any exchange will be issued. Buyer is responsible for all transportation and/or shipping costs to replace the kitten and seller is not responsible for any veterinary expenses related to the certification that the animal is unfit or otherwise. If a kitten is to be replaced the returned kitten must be accompanied by a written statement from a licensed veterinarian indicating that: all shots are up to date, the kitten has had a negative fecal within 30 days, the kitten has had a negative heartworm test within 30 days and that the kitten appears to have been well cared for.

If the kitten dies within one year from the date of birth a necropsy must be performed to determine if the reason was genetic or congenital. Verification, by the veterinarian, of the microchip number is also required unless the kitten was not microchipped. All paperwork and test results must be forwarded to seller. After confirmation from seller’s vet as to the cause of death, the seller will replace the kitten with one of equal or lesser value upon availability (within one year) at seller’s discretion. The buyer will be responsible for these charges and in no way is the breeder responsible for payment of this exam or any other medical bills.

Buyer understands that the following slight genetic or congenital defects are not considered serious or life threatening and therefore are not covered by this guarantee: umbilical hernia, inguinal hernia, cherry eye, undescended testicle, under bite or over bite, grade 1-2 heart murmur, grade 1 or 2 patellas, retained teeth, deafness, and physical flaws.

In addition, we make no guarantees on eye color, coat length, mature size, weight, or conformation.

The seller assumes no responsibility of said kitten after the kitten leaves the seller’s premises for medical expenses, disease, mortality, landlord disapproval, allergies, shedding, temperament/personality, size, training, disagreement of the family, or any other reasons not relating to genetics, and no replacement kitten or refunds will be given. Under no circumstances is the seller responsible for any veterinarian bills or shipping expenses incurred with the kitten after time of sale.

The seller does not guarantee the breeding/reproductive ability or show quality of this kitten. This kitten is purchased as pet quality only. If this kitten is sold to a multi-cat breeder or show home, you must isolate for a period of 21 days in order for this health guarantee to remain valid.

The seller expects the buyer to keep sanitary and pleasant living conditions for the kitten including but not limited to: annual checkups for overall health and wellbeing with their veterinarian, unlimited access to fresh clean water changed daily, quality dry and wet age appropriate diet, no outdoors, or isolated unless absolutely necessary for their health and/or safety. Failure to comply will result in all health guarantees in this contract to become void.

This health guarantee is not transferable. To make a claim against this guarantee, the original owner who bought this kitten must still own the kitten. Third party sale makes this agreement void, as does evidence of abuse, neglect, or accident. We are not responsible for any injury, accident, or mishandling of the kitten once he/she leaves our cattery.

The following are any exclusions to this guarantee:

The buyer does knowingly purchase this kitten with the following conditions, faults, or characteristics. The seller will not be held responsible for any of the following items now or at any time in the future:

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**GENERAL**

In the case of a legal dispute between parties absolutely all legal issues will be dealt with in Greene County in the state of Missouri per this guarantee and is subject to Missouri laws only. Out of state laws are not valid per this guarantee. The buyer is responsible for any and all legal fees for both the buyer and seller. The buyer has read this agreement and the health guarantee from the seller, understand it, and agree to abide by the terms stated above.

This written agreement contains all of the terms of this Kitten Sales Agreement. No refunds will be given, all deposits are non-refundable and all sales are final. To ensure that the buyer can immediately reserve the kitten of their choice, buyer and seller agree that this agreement is in full force and legally binding by virtue of Email exchange of completed copy of this agreement between seller and buyer.

**BREEDER’S COMMENTS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Buyer’s Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_