

# KITTEN PET SALE & SPAY/NEUTER CONTRACT

## ROSSIWOOD PERSIANS

This contract (hereinafter referred to as the "Contract") is made between **MITCHELL ROSS, DBA ROSSIWOOD PERSIANS** (hereinafter referred to as "ROSSIWOOD" and/or "Seller") and \_\_\_\_\_ (hereinafter referred to as "Buyer") for the sale of the kitten listed below (hereinafter referred to as "Kitten").

### KITTEN INFORMATION

Kitten Name: \_\_\_\_\_

Breed: Persian Color/Pattern: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

CFA Registration Number (if available): \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

### PURCHASE PRICE & PAYMENT

In consideration for the purchase of the Kitten, Buyer will pay Seller \$\_\_\_\_\_ USD.

Payment in full must be made prior to Buyer taking possession of the Kitten. Any fund transfer, payment-processing, shipping, or delivery fees are the responsibility of the Buyer. Under no circumstances will there be a cash refund of the purchase price unless otherwise agreed to in writing by Seller.

### PET-ONLY / NO BREEDING RIGHTS

This Kitten is being sold **STRICTLY AS A PET** and is not being sold with breeding rights.

Buyer agrees that the Kitten shall **not be bred, intentionally or accidentally**, and Buyer shall not use the Kitten for stud services, breeding, collection of reproductive material, or any other reproductive purpose.

Buyer shall not sell, lease, transfer, give away, or otherwise provide the Kitten to another person for breeding purposes. Buyer may not represent the Kitten as having breeding rights or offer the Kitten for sale or placement as a breeding animal.

Any breeding rights, if ever granted, must be expressly authorized by RossiWood in a separate written agreement signed by Seller. Verbal permission does not constitute authorization.

### SPAY/NEUTER REQUIREMENT

Buyer agrees that the Kitten **MUST BE SPAYED OR NEUTERED** by a licensed veterinarian at an age determined to be appropriate by the Kitten's veterinarian, but no later than \_\_\_\_\_ **months of age**, unless Seller provides a written extension.

Buyer is responsible for all costs associated with the spay/neuter procedure.

Buyer agrees to provide Seller with written veterinary documentation confirming that the Kitten has been spayed or neutered within **14 days** of the procedure. Seller reserves the right to require additional documentation reasonably necessary to verify compliance with this agreement.

Buyer understands that failure to have the Kitten altered within the required time period constitutes a breach of this Contract.

### CFA REGISTRATION

If the Kitten is registered with the Cat Fanciers' Association, Inc. ("CFA"), Buyer agrees to comply with all applicable CFA registration requirements and the registration limitations specified by Seller.

If registration papers are provided, they shall reflect the Kitten's pet status and/or any applicable registration restrictions. Buyer shall not alter, remove, circumvent, or attempt to circumvent any registration restriction placed on the Kitten without Seller's written consent.

## **HEALTH GUARANTEE & VETERINARY EXAMINATION**

Seller warrants that the Kitten is of sound health, to the best of Seller's knowledge, at the time the Kitten leaves Seller's possession.

Buyer agrees to have the Kitten examined by a licensed veterinarian of Buyer's choosing within **five (5) days** of taking possession. Seller must be notified promptly of any significant health issue discovered during this examination.

Buyer understands that a live animal may develop illnesses or conditions after leaving Seller's possession and that Seller cannot guarantee against every future illness, disease, congenital condition, accident, injury, or veterinary expense.

Buyer is responsible for all veterinary expenses incurred after the Kitten leaves Seller's possession unless otherwise specifically stated in writing by Seller.

## **VETERINARY CARE & VACCINATIONS**

Buyer agrees to provide the Kitten with appropriate veterinary care throughout its lifetime, including vaccinations, parasite prevention, dental care, nutrition, and any other treatment recommended by the Kitten's veterinarian.

Buyer agrees to maintain the Kitten's vaccinations as recommended by a licensed veterinarian. Buyer understands that Seller is not responsible for veterinary bills or expenses incurred after the Kitten leaves Seller's possession.

## **ZOONOTIC DISEASE DISCLOSURE**

Buyer understands that, to the best of Seller's knowledge, the Kitten is free of known zoonotic disease at the time of sale. With all live animals, there is an inherent possibility of exposure to organisms capable of causing illness in humans, particularly individuals who are immunocompromised, pregnant, elderly, or very young. Buyer is encouraged to discuss appropriate precautions with their physician when applicable.

## **CARE & LIVING CONDITIONS**

Buyer agrees to provide the Kitten with a safe, clean, indoor environment with adequate room for exercise and play, proper nutrition, fresh water, appropriate litter boxes, scratching surfaces, veterinary care, social interaction, and attention.

The Kitten shall be kept primarily as an indoor companion animal. If the Kitten is taken outdoors, Buyer agrees that it must be properly supervised and kept in a secure environment or appropriately restrained. The Kitten shall never be permitted to roam freely outdoors.

## **SOCIALIZATION & BEHAVIOR**

Buyer understands that Seller has made reasonable efforts to properly socialize the Kitten prior to placement. Buyer agrees to continue providing positive interaction, appropriate socialization, environmental enrichment, and a safe and stable home.

If behavioral concerns develop, Buyer agrees to contact Seller in a timely manner so that Seller may assist with recommendations when appropriate. Seller cannot be held responsible for behavioral problems resulting from the Buyer's environment, handling, training, other animals, or failure to provide appropriate care.

## **OTHER ANIMALS**

Buyer understands that Seller cannot be held responsible for the behavior, health, temperament, or compatibility of other animals already residing in Buyer's household. Buyer is responsible for making appropriate and gradual introductions

between the Kitten and other household pets.

## **NO DECLAWING**

Buyer agrees that the Kitten **will not be declawed**. Buyer understands that declawing is an invasive procedure that may result in physical or behavioral complications. Any such procedure performed contrary to this agreement shall constitute a breach of this Contract.

## **TRANSFER / REHOMING**

In consideration for the welfare of the Kitten, under no circumstances may the Kitten be sold, leased, surrendered, or given to a pet shop, research laboratory, animal auction, kill shelter, or similar facility.

If Buyer can no longer keep the Kitten at any point during its lifetime, Buyer agrees to contact Seller **before transferring ownership**. Seller shall have the opportunity to take the Kitten back or assist in arranging an appropriate placement.

Buyer shall not rehome the Kitten without first notifying Seller and allowing Seller a reasonable opportunity to exercise the right of return.

If the Kitten is returned to Seller, Buyer agrees to provide all registration documents, veterinary records, and other documents relating to the Kitten. Unless otherwise agreed to in writing, Seller shall not be obligated to refund any portion of the original purchase price upon return of the Kitten.

## **NO TRANSFER OF BREEDING RIGHTS**

Buyer may not transfer, assign, sell, gift, lease, or otherwise convey any alleged breeding rights to any individual, breeder, cattery, or other person. The Kitten remains a **pet-only animal for its lifetime**, regardless of any subsequent change in ownership, unless Seller provides express written authorization otherwise.

## **MICROCHIP**

Buyer understands that the Kitten may be microchipped prior to placement. Buyer agrees to maintain current contact information associated with the Kitten's microchip and to update the registration promptly following any change of address, telephone number, or ownership information.

Buyer shall not intentionally remove, alter, or replace the Kitten's microchip without veterinary necessity.

## **CONTRACTUAL COMPLIANCE**

Buyer acknowledges that the spay/neuter requirement, pet-only designation, no-breeding restriction, and return-to-Seller provision are material terms of this Contract.

Buyer agrees that these provisions remain applicable regardless of whether the Kitten is subsequently transferred to another owner. Buyer agrees to notify any subsequent owner of all applicable restrictions and obligations contained in this Contract.

## **GOVERNING LAW & VENUE**

The sale of the Kitten is taking place in the State of New York, County of Niagara, United States of America.

Buyer agrees that any lawsuit arising from or relating to this Contract or the purchase of the Kitten shall be governed by the laws of the State of New York and shall be brought in an appropriate court located in Niagara County, New York, unless otherwise required by applicable law.

To the extent permitted by law, the prevailing party in litigation arising from this Contract may seek recovery of reasonable court costs and other recoverable expenses.

## **ENTIRE AGREEMENT**

The undersigned are entering into this Contract in good faith with a clear understanding of and full agreement to its terms and conditions.

The signatures of both parties indicate that they have read, understood, and agreed to all conditions contained herein.

Any modification, amendment, waiver, or exception to this Contract must be made in writing and signed by Seller.

This Contract constitutes the entire agreement between the parties concerning the sale of the Kitten and supersedes any prior verbal or written representations concerning the subject matter of this Contract, except for written documents specifically incorporated by reference.

# SIGNATURES

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

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

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

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

\_\_\_\_\_

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

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

**Seller: Mitchell Ross / RossiWood Persians**

**Signature:** \_\_\_\_\_

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

**RossiWood Persians**

5584 Townline Rd.

Sanborn, NY 14132

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