

Contract for Purchase

DESCRIPTION OF KITTEN

Breed: _____

Color: _____

Sex: _____

DOB: _____

Date of Sale: _____

Purchase Amount: _____

PERSONAL INFORMATION

Purchaser Name: _____

Address: _____

Email: _____ Phone Number: _____

DEPOSIT

Ponce Katz requires a \$250 **non-refundable** deposit towards the purchase of any cat/kitten. *Under no circumstances will a cash refund be provided.* Once a deposit/payment is placed on a cat/kitten, the requested cat/kitten is rendered SOLD and advertising for said cat/kitten is ceased. Your deposit will hold your selected cat/kitten until said cat/kitten receives vaccinations and is deemed cleared by our veterinarian. Your deposit will be applied towards your final purchase amount.

TERMS AND CONDITIONS

Our Contract for Purchase is a mandatory requirement that warrants completion upon purchasing a cat/kitten from Ponce Katz. We ask that it is signed and returned via e-mail, USPS, or in-person prior to or at cat/kitten purchase or pickup.

SIX MONTH HEALTH CONTRACT GUARANTEE

This Guarantee applies only for six months from the date of birth of kitten to make this contract valid. The Purchaser understands to take your new cat/kitten to a Licensed Veterinarian of your choice, at your personal expense, for a full checkup within 7-10 business days from the date of sale. Proof of this examination is required to be shared with Ponce Katz for guarantee to be initiated. If buyer fails to have the cat/kitten inspected by a Licensed Veterinarian within the allotted time period, the 6-month health guarantee is void.

HEALTH GUARANTEE

The Purchaser accepts full responsibility for the cat/kitten and agrees to properly care for its welfare. If cat/kitten is found to be medically deficient, with an untreatable or life-threatening problem, such problem must be reported to Ponce Katz no later than 48 hours of receiving written notice from your Licensed Veterinarian. If Veterinarian certifies that the cat/kitten is medically deficient with an untreatable or life-threatening condition, then your cat/kitten must be returned as soon as reasonably possible to Ponce Katz, along with written documentation from your Licensed Veterinarian. The cat/kitten will be replaced with another cat/kitten of equal value. Under no circumstances will a cash refund be provided. If your cat/kitten is returned and no replacement is available at the time of return, Ponce Katz will have 9 months from the date of return to provide a replacement. If a replacement cat/kitten is offered and declined by the Purchaser, then Purchaser forfeits any future replacements and all payments.

Once a deposit/payment is placed on a cat/kitten while the animal still resides in our home and an unfortunate accident or death occurs, your deposit/payment will be applied to another kitten of your choice, if one is available. If no cats/kittens are available, then your deposit/payments will be held until another cat/kitten becomes available.

CASUALTIES

If your cat/kitten should die from a genetic defect within 6 months from the date of birth of cat/kitten, Ponce Katz will replace it with a cat/kitten of equal value and quality as soon as one becomes available. Under no circumstances will a cash refund be provided. A written detailed report from a Licensed Veterinarian explicitly stating reason for death relating to a genetic defect will be required to be provided by the Purchaser to Ponce Katz at the Purchaser's cost. Ponce Katz is not responsible for any costs incurred in maintaining the health of any cat/kitten. This includes all minor problems that could occur from the stress of relocation into a new home.

BREEDING RIGHTS AND SPAY/NEUTER AGREEMENT

This cat/kitten is being sold with **NO** breeding rights and on a spay/neuter agreement.

The Purchaser agrees that the cat/kitten will be spayed/neutered by the time the cat/kitten reaches five pounds or six months of age, whichever comes first at Purchaser's expense. Within three months of receiving the kitten, Purchaser will provide the seller with either documentation of the spay/neuter appointment or the Licensed Veterinarian's guarantee that the appointment exists and will be carried out. Proof (e.g., Licensed Veterinary bill, phone call from Licensed Veterinarian) that the cat/kitten has been sterilized must be provided before the cat/kitten reaches six months of age. If the cat/kitten is not spayed/neutered by five pounds or six months of age and/or proof of sterilization is not provided, Seller will enforce breach of contract for the maximum dollar amount.

ADDITIONAL TERMS

Under NO circumstances will this cat/kitten be allowed to roam outdoors.

Ponce Katz does not guarantee against illnesses that are common to this Exotic Shorthair, such as increased eye tearing, upper respiratory infection, Progressive Retinal Degeneration (PRA,PRD) or any skin issues. Other health problems such as fungus, mites, or fleas, which are not life-threatening, are common to most feline and no guarantees against such are made. A minor upper respiratory infection or fungus can occur as a result of stress of relocation into a new home.

Under no circumstances will this cat/kitten or its descendants be sold to or given to any pet shop, laboratory, or similar facility.

Ponce Katz is not responsible for any shipping fees incurred for returned kittens, should a replacement be given.

This contract with Ponce Katz is legally binding once a deposit/payment has been placed for a cat/kitten. Purchaser agrees to all terms of this contract once a deposit/payment is placed with no exceptions. A signed copy can be given only upon request. This contract is legally binding to all parties involved. It only applies to the Purchaser and Ponce Katz in this transaction and is non-transferable to other parties.

BREACH OF CONTRACT

In the event the purchaser is found to have violated any of the terms and conditions of this contract, the cat/kitten is to be surrendered unconditionally to the Seller. Seller may reclaim physical and legal ownership of cat/kitten 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 the total purchase price of said cat/kitten, plus expenses for Licensed 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 county/city of Seller's residence.

ACKNOWLEDGEMENT OF DEPOSIT PAID AND ACCEPTANCE OF CONTRACT

This portion serves as the Purchaser's receipt for the deposit. This document is a **legally binding** contract. In signing this document, the Purchaser acknowledges that he or she has read, fully understands, and agrees to **ALL** the terms and conditions stated above.

Purchaser Name (print): _____

Purchaser signature: _____

Date: _____

Seller Name (print): _____

Seller signature: _____

Date: _____