



# BarePaws Cattery

**Please note that this contract is not fully applicable to kittens that are either sold on discounted price or to kittens that are older than 16 weeks old. For kittens sold on discounted price or for kittens older than 16 weeks old a deposit is not refundable.**

**Please also note that this sample contract is not applicable if you are purchasing older cat or cat / kitten with breeding rights.**

**The Seller / Breeder:**

Cattery Name: BarePaws Cattery  
Cattery TICA reg. #: 100621  
Cattery CCA reg. #: 5752  
E-mail: barepawscattery@gmail.com

**The Buyer:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Purchase Info:**

Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Sex: \_\_\_\_\_  
Eye color: \_\_\_\_\_  
Birth Date: \_\_\_\_\_  
Sire: \_\_\_\_\_  
Queen: \_\_\_\_\_  
Purchased as (breeding / pet only): \_\_\_\_\_

Purchase amount: \_\_\_\_\_  
Breeding rights amount: N/A  
Shipment charges: \_\_\_\_\_  
Total amount: \_\_\_\_\_  
Deposit paid: \_\_\_\_\_  
Outstanding amount: \_\_\_\_\_  
Release date: \_\_\_\_\_  
Paid in full: \_\_\_\_\_

Breeder Signature: \_\_\_\_\_

**Special notes and clarifications:**

1. Whenever the text of this document is grayed and crossed out then the condition is not applicable to the current contract
2. Breeder signature and date will be included on 'Paid in Full' line of 'Purchase Info' section when final payment is received and cleared by the Breeder's financial institution. Please note that kitten will not be released to the owner until outstanding amount is paid in full. In case if a kitten is picked up by the Buyer from the Seller premises exact amount of cash to pay outstanding amount is an acceptable way of payment. Please see paragraph 4 of the contract below for acceptable payment methods
3. A kitten will be de-wormed by the Breeder 2 days prior to the shipment / transfer (Milbemax for kittens / cats is used). De-worming medication lasts 1 month since given
4. The Seller (Breeder) would greatly appreciate if an honest review of a kitten quality and the Seller services could be provided by the Buyer including cattery rating. Customer reviews and ratings greatly assist to redirect people in search for a kitten from potential kitten mills to reputable catteries. Customer reviews are never altered or deleted from our Facebook page. Should you change your opinion about our cattery at any time in the future you are welcome to publish another review. If you wish to write a review and rate our cattery please visit our cattery Facebook page: <https://www.facebook.com/BarePawsCattery>  
We would also greatly appreciate if you 'liked' our Facebook page

**Vaccinations:**

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**Next vaccination:**

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**Buyer Initial ○**

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1. The contract and all separately issued amendments to the original contract must be signed by both the Buyer and the Seller. All changes made to the original contract must be initialed by both parties.
2. The Buyer accepts the purchase amount stated in 'Purchase info' section and agrees to make a \$200 purchase deposit to go on the litter waitlist. A further deposit equaling 50% of the total price is due at the time to reserve a specific cat / kitten. The deposit is fully refundable within 7 calendar days following the day the deposit was made less charges from financial institutions encountered by the Seller (if applicable). After 7 days this deposit is non-refundable except as specifically stated in the paragraphs 9,

13 and 14 of the contract.

3. The payment for shipping charges, pet carrier, health certificate, prior-shipment vet examination and any and all other shipping related costs will be the responsibility of the Buyer. Shipping related costs will be added to the purchase amount and all together included on the 'Total amount' line of the 'Purchase Info' section upon confirmation of shipment details. The Buyer shall accept the total amount stated in 'Purchase info' section prior the shipping arrangements are commenced by the Seller.

4. All amounts included into the current contract are in CAD currency. All currency exchange charges, if applicable, will be paid by the Buyer. Money may be paid in Cash, Bank Draft / Cashier's Check, Money Order, e-transfer (for Canadian customers only). PayPal is not accepted. For all payment methods all amounts must be cleared by the Seller's bank before shipment arrangements / release are finalized. All applicable refunds from the Seller to the Buyer will be issued using Bank Draft / Cashier's Check, Money Order or e-transfer (for Canadian customers only) and the same currency as an original Buyer's transaction.

5. Any outstanding balance for the purchase amount stated in 'Purchase info' section is due when the kitten is roughly 12 weeks old, prior to Spay/Neuter/Final Vet Exam. Any outstanding balance for the shipment related expenses is due 14 calendar days prior to the shipment. The Buyer accepts that the Seller is not under any obligations to proceed with the shipping / release arrangements before the outstanding balance is paid in full and cleared by the Seller's bank. The Seller reserves the right to cancel the shipment / release if the Buyer owes any amount of money to the Seller. If shipment / release is canceled by the Seller due to the outstanding balance the Buyer can choose one of the two following options: 1) cancel the purchase, or 2) to request re-booking of the shipment / release and pay outstanding balance plus all additional expenses incurred by the Seller to organize the new shipment within 7 calendar days after the initial shipment was canceled by the Seller. If purchase is canceled by the Buyer then all clauses from the paragraph 6 will apply. If purchase is not canceled by the Buyer but the directions to re-book the shipment / release together with all outstanding amounts specified in option 2) are not received by the Seller within time-frame specified in option 2) then the purchase is deemed to be canceled by the Buyer and all clauses from the paragraph 6 will apply.

6. The Buyer has the right to cancel the purchase at any time prior cat / kitten left the Seller possession and after 7 calendar days cool-off period specified in the paragraph 2 has elapsed. If the purchase is canceled by the Buyer the Seller will return to the Buyer the amount paid by the Buyer towards total amount stated in the section 'Purchase info' of this contract less the purchase deposit less all shipment-related expenses incurred by the Seller (if applicable) less bank related charges encountered by the Seller (if applicable). Refund will be issued and mailed to the Buyer within 3 business days following the day when the purchase was canceled by the Buyer.

7. The Buyer agrees that under no circumstances the cat / kitten purchased from the Seller or any of its offspring will ever be given to an animal shelter, pet store, research laboratory or similar facility.

8. If at any time the Buyer is not able to keep cat / kitten purchased from the Seller and unable to find suitable re-housing the Buyer is obligated to contact the Seller immediately. The Seller reserves the right to buy cat / kitten back from the Buyer and may choose to exercise this right. The separate legal contract between the Seller and the Buyer will be drafted and signed in this case by both parties. If the Seller doesn't wish to exercise buy-back right then the Seller will assist to the Buyer in placing cat / kitten into another suitable home. If cat / kitten can be re-housed from the Buyer's home, the amount gained from the re-sale will be returned to the Buyer less expenses encountered by the Seller. If re-housing from the Buyer's home is not possible then the Seller may elect to take cat / kitten back and make reasonable effort to re-house it from the cattery premises. In this case all transportation /shipping related expenses including veterinary certificates and expenses related to the re-introduction of cat / kitten to the cattery will be at the cost of the Buyer. Cat / kitten TICA ownership certificate shall be transferred from the Buyer to the Seller at the time of the shipment. All proceeds from the re-housing will be returned to the Buyer less expenses encountered by the Seller. The Buyer accepts that the Seller may not be able to re-house cat / kitten for the original purchase price. If re-housing is not found after 3 months of reasonable effort then the Seller may elect to keep the said above cat / kitten at the cattery premises or give it for adoption to the suitable home free of charge with no money being returned to the Buyer. If kept at the cattery premises and then re-sold at any time in the future the Seller will return to the Buyer the proceeds of such sale less encountered expenses. The Seller guarantees that when in Seller's possession the said above cat / kitten will not be used for the breeding purposes unless previously agreed between the Seller and the Buyer.

9. The Buyer accepts that the Seller can cancel the sale at any time prior to the shipment / release if the Seller cannot provide cat / kitten to the Buyer for unforeseen reason such as sudden animal illness if the Seller feels that such condition could result in the permanent health damage or could compromise the cat / kitten quality. If the sale is canceled by the Seller then the Seller will return to the Buyer the amount paid towards total amount stated in the section 'Purchase info' including the purchase deposit and any amounts the Buyer paid towards shipment arrangements. Refund will be issued and mailed to the Buyer within 3 business days following the day when the purchase was canceled by the Seller.

The Buyer accepts that the Seller can delay the shipment / release if the Seller feels that kitten health is compromised and time to recover from non-life threatening illness is required. Should shipment / release date be delayed by the Seller for more than 30 days then the Seller will cancel the sale and all clauses of paragraph 9 shall apply.

10. The Buyer accepts that when booking a shipment the Seller will be taking cat / kitten well being (i. e. comfortable crate size, shorter flight time, less transit stops) and not shipment cost as the first priority. The Seller and the Buyer agree to negotiate the shipment details prior to the transportation arrangements being finalized. The Seller reserves the right to refuse the shipment if feels that it will cause animal to suffer. If shipment is refused by the Seller for the reasons of possible animal suffering, the Seller will return to the Buyer the amount paid towards total amount stated in the section 'Purchase info' of this contract less the purchase deposit less all shipment-related expenses incurred by the Seller (if applicable) less bank related charges encountered by the Seller (if applicable). Refund will be issued

and mailed to the Buyer within 3 business days following the day when shipment was refused by the Seller.

11. The Seller will not be held responsible for any unforeseen delays to the transportation schedule caused by airlines or weather conditions.

12. The Seller will not be held responsible for any veterinary matters related to the animal shipping / transportation including but not limited to fleas, ear mite, etc. once cat / kitten leaved the Seller possession. The Seller will be free from vet charges that may arise due to the contact of cat / kitten with another animals and / or substances during the transportation.

13. The Seller guarantees that the cat / kitten is in good health and free from life threatening transmittable illnesses, i. e. FeLV (feline viral leukemia) and FIV (feline viral immune deficit or feline AIDS) at the time when animal leaved the Seller's possession. The Buyer is advised to perform veterinary check-up and tests. If life threatening transmittable illness is found within 3 business days following the shipment then the Seller agrees to return the total amount stated in the section 'Purchase info' of this contract to the Buyer if all of the following conditions are met: 1) the said above cat / kitten was not in direct contact with any other animal while in the Buyer possession; 2) the Seller is informed of such illness in writing by the Buyer within 14 business days from release / shipment date; 3) the written statement from the licensed veterinarian including the date when the tests were performed is received by the Seller; 4) the copy of test results for said cat / kitten are received by the Seller. The Seller has a right to review the documents specified under conditions 3) and 4) with the licensed veterinarian within 3 business days upon receiving all documentation stated above. Refund will be issued and mailed to the Buyer within 5 business days following the day all conditions above are met and upon confirmation of illness by the Seller's licensed veterinarian.

14. The Seller guarantees defined above cat / kitten against life-threatening non-treatable congenital defects for the first year of animal life. If life-threatening non-treatable congenital defect is found within the first year of animal life then the Seller agrees to return the purchase amount stated in the section 'Purchase info' of this contract to the Buyer if all of the following conditions are met: 1) the statement from the licensed veterinarian indicating the diagnosis and the date when first diagnosed is received by the Seller, 2) necropsy report outlining the defect upon animal death is received by the Seller. The Seller has a right to review the above documents with the licensed veterinarian within 5 business days upon above documents are received by the Seller. Refund will be issued and mailed to the Buyer within 5 business days following the day all conditions above are met and upon confirmation of illness by the Seller's licensed veterinarian. In case if multiple life-threatening non-treatable congenital defects are found and confirmed within 1 year of kitten life the Buyer agrees that the single purchase amount stated in the section 'Purchase info' of this contract will be returned by the Seller upon all clauses of this paragraph are satisfied. The Seller will not be held responsible for any expenses incurred by the Buyer unless such expenses are negotiated in advance and confirmed by written documentation signed by both the Seller and the Buyer.

15. Some kittens may develop temporarily abnormalities related to their rapid growth within 1st year of their lives. One of these known abnormalities is a heart murmur that may occur at any time during rapid growth phase. Should this condition be found within 1st year of kitten life the Buyer agrees to perform veterinary examination when kitten is at least 12 months old and, if condition still exists, to provide the Seller with written report from the Buyer's licensed veterinarian confirming diagnosis, grade and heart area affected. The Seller has a right to review the above documents with the licensed veterinarian within 5 business days upon above documents are received by the Seller and to contact the Buyer's licensed veterinarian for confirmation. Should condition be acknowledged by the Seller's licensed veterinarian as life-threatening non-treatable congenital defect then all clauses from paragraph 14 will apply.

16. TICA/CCAAFC registration form for the purchased cat / kitten will be provided by the Seller to the Buyer upon pick-up / delivery of the cat / kitten.

17. The Buyer agrees that cat / kitten will be kept indoors and not be allowed to run free except on a leash or in an enclosed area.

18. The Buyer agrees to provide prompt veterinary care in the event said above cat / kitten becomes sick or injured at any time during animal lifetime and will provide cat / kitten with regular vet check-ups and all required vaccinations. The Buyer is obligated to update the Seller with the latest contact information for the Buyer's licensed veterinarian who observes said above animal. The Seller reserves the right to contact the Buyer's licensed veterinarian to obtain details on animal health and vaccinations. The breach of any clause of the current paragraph by the Buyer shall be considered as animal mistreatment and shall automatically invoke actions identified by the paragraph 20 of the current contract.

19. If cat / kitten is found to be neglected or mistreated the Buyer will surrender said cat / kitten and any of its offspring remaining at this moment in the Buyer possession to the Seller or the Seller's representative unconditionally without benefit of refund or any course of reclaim.

20. If both parties are involved into any dispute they agree to act in a good faith and to attempt resolving issues without involvement of legal representatives and without relying to the court decision. The Buyer agrees that in case if the court hearing is required it will be held at the location closest to the cattery premises.

21. The Buyer confirms that he / she was given opportunity to review this contract with the legal representative.

**By signing this document, the contract, we, the Seller and the Buyer, consider it to be legally binding under all circumstances and in all courts of law. This sales agreement is non-transferable to other parties. This agreement is not to be superseded by any other agreement(s), be they written or verbal, unless accompanied by signed documentation outlining the new agreement or amendment. All legal**

**expenses incurred by the Seller to enforce the terms of this contract will be paid by the Buyer.**

Signature of the Seller: \_\_\_\_\_

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

Signature of the Buyer: \_\_\_\_\_

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