



ANGELFIRE SPHYNX OF TENNESSEE

Breeders of Family Raised Sphynx

SPHYNX KITTEN/CAT CONTRACT

Purchaser: _____ **Date:** _____

Address: _____

Phone: (_____) _____ **Email:** _____

Name of Veterinarian: _____

(the name, address and phone number of your veterinarian must be provided before shipment)

Address & Phone: _____

DESCRIPTION OF KITTEN/CAT

Breed: Sphynx **Color:** _____

Sex: Male Female **DOB:** _____

Sire: _____

Dam: _____

Quality: Pet Show Breeder

PRICE OF KITTEN/CAT

Price: \$ _____

Carrier: \$ free

Health Certificate \$ free

Air Fare: \$ _____

TOTAL: \$ _____

Deposit \$ _____

BALANCE DUE:..... \$ _____

(please make all checks of money orders payable to Arden Andrews)

TO THE BUYER

Initials _____

Welcome to the select few who have the joy of owning one of the world's most lovable creatures. We at Angelfire put our cat's needs first; we want you to do the same. **THE PURCHASER AGREES TO THE FOLLOWING:**

The kitten will receive his booster shots as described in "From the Seller" paragraph 4 and yearly veterinary examinations. We recommend that vaccinations be given every January when they reach adulthood. This is easier to remember and mark on your calendar.

If for reasons, other than the cat's health, you cannot retain ownership of the cat/kitten, the breeder will be given the RIGHT OF FIRST REFUSAL. We understand that living situations may change during the life of your cat, but we are always here to help in the event that you may need to make other arrangements regarding rehoming your cat/kitten. There is no charge for this service. If for any reason the buyer wishes to return or exchange a kitten/cat for reasons other than the health of the animal upon receipt, replacement will be only at the discretion of the seller. Exchanges or returns will be looked into carefully. All attempts will be made to deliver to the buyer a healthy kitten/cat matched to your appropriate needs and wants. **No known sick animal will be sold from this cattery to any buyer.** All kittens/cats come with a one year genetic or congenital guarantee. Additionally, the purchaser agrees to obtain the breeder's permission before selling or leasing an unaltered cat from this Cattery to any other party for breeding purposes. No kitten/cat from this Cattery may be sold or given to another party without the knowledge of Angelfire cattery or, for any reason no cat/kitten will be placed in an animal shelter, sold or given to a pet store, abandoned, or to a laboratory for experimental purposes.

UPON RECEIPT OF THE CAT/KITTEN THE NEW OWNER WILL TAKE IT TO A QUALIFIED VETERINARIAN WITHIN 48 HOURS OF PURCHASE TO OBTAIN A CLEAN BILL OF HEALTH. All health guarantees within this contract will be voided if this is not done. This is to confirm to the new owner that the kitten is healthy as well as to protect the breeder from health issues that may be acquired after delivery.

The kitten will not be denied needed veterinary attention. If the owner is unsure whether or not the animal is in need of medical services, a veterinarian will be contacted, the situation explained, and the veterinarian's advice will be acted upon. The kitten **WILL NOT BE ALLOWED OUTSIDE** except on a leash, under close supervision, or in a completely enclosed run. Please remember that dangerous organisms can live on sidewalks, grasses, bottoms of shoes, etc.

The kitten will not be declawed. Weekly or bi-weekly nail clipping, gentle discipline along with the availability of a scratching post will eliminate scratching problems. A weekly bath and ear cleaning is recommended. Sphynx have skin oil that if left unattended could cause skin issues and ear infections.

The kitten will receive frequent and kind human attention. Please use logic in interacting with any animal. **Gentle play makes a loving and gentle animal, as rough play can create MONSTERS!** The kitten will be given the proper diet in the proper amount, and will have fresh water available at all times.

If the buyer, having put a deposit on a kitten/cat, should later change his mind about the purchase, **the deposit will not be refunded after seven (7) days of receipt.** If, however, the kitten/cat should die before the purchaser picks up his/her kitten/cat, another kitten/cat will be given as a replacement. If for any reason the Purchaser needs to find said kitten/cat a new home, Seller has first option to buy the kitten back (see paragraph 3). This right is not time limited, but remains in effect for the entire life span of the kitten/cat. In the event the Purchaser is found to have violated any of the terms of this contract, Purchaser shall be liable to Arden Gatlin-Andrews for damages in the amount of the purchase price of said kitten/cat plus cost resulting from litigating this contract. This document is a legally binding contract. The laws of the state of Tennessee shall be controlling. Purchaser signature indicates full agreement and approval of all the above terms and conditions of this contract.

Kittens/Cats sold for breeding will only be bred to show quality, championed, purebred Sphynx cats. No outcrossing is allowed unless consent is given. No kitten/cat sold for breeding will be sold intact (unaltered) or leased to another cattery/individual/group of individuals without the express written consent of Angelfire Sphynx. No kittens sold from a breeding of the Angelfire Sphynx cat discussed in this contract will be sold as breeders without the express written consent of Angelfire Sphynx for two generations. All breeding cats must obtain the status of Grand Champion in The International Cat Association (TICA) or Champion in Cat Fancier's Association (CFA) before any breeding will be consented to.

FROM THE SELLER

Initials _____

Kittens sold for breeding and/or show purposes will have registration papers provided at the time of purchase, upon proof of alteration from the veterinarian who performed the procedure or, if they are not yet available, as soon as possible after purchase.

If the kitten is to be shown, or is exposed to cats who are being shown, and/or cats new to the house hold, and/or indoor-outdoor cats, we recommend it be vaccinated with a **FVRCP** vaccine at six-month intervals for the first year. Queens should be vaccinated one month before being bred. Cats that are not being shown or exposed (after their 8, 12 week and 6 month vaccine) to at-risk cats (as described above) may be vaccinated yearly. There is **NO** guarantee that a cat/kitten will not contract a virus, bacteria or fungus during its life. Vaccines are meant to help the cat resist the onslaught of virus/bacteria/fungus, but do not guarantee the cat will or will not show treatable symptoms even when vaccinated. Non-vaccinated cats may die from an invading virus or vaccine.

This kitten is, to the best of our knowledge, healthy at the time of sale and has had the following inoculations and/or tests: (Health Certificate with appropriate vaccinations, tests and/or medications will be provided separately along with the delivery of the cat/kitten)

Your kitten will come to you bathed and clean.

All cats residing in our Cattery are tested for FeLV annually. Therefore, we guarantee these kittens to be FeLV, FIP and FIV negative at the time of sale.

PLEASE NOTE: It is understood that degrees in hairlessness in Sphynx vary from cat to cat and that *no feline is completely hairless.* Furthermore, it is understood that hormones and genetics play an important role in hairlessness and that even though a Sphynx kitten may be almost hairless when sold it is possible said kitten could develop some hair after being neutered/spayed or as it grows older. It is impossible to guarantee that any Sphynx cat or kitten will not grow some hair at some point in the future.

Purchaser (please sign and initial pages 1, 2 and 3)

Co-Purchaser

Seller

Date

We, the above-signed, consider this document to be legally binding. Changes or additions to this contract must be initialed by all relevant parties. Upon breach of this contract by the breeder of the cat/kitten, the breaching party shall pay \$2,500.00 to the owner of the cat/kitten as liquidated damages, and not as a penalty, as the parties acknowledge and agree that damages are difficult to ascertain. Failure to honor this contract and its stipulations shall elicit a charge of \$2500.00 per occurrence payable to the breeder of the cat/kitten upon submission of proof. In case of a dispute involving a breach of this contract by the new owner, the owner will pay all court costs, attorney's fees and traveling expenses. This agreement constitutes the entire agreement between the parties with respect to the subject matter thereof. This Agreement supersedes and cancels all prior agreements between the parties, whether written or oral, express or implied, with respect to the subject matter hereof. No amendment of the Agreement shall be effective unless made in writing and signed by the parties. Each party hereto acknowledges that it has been advised to seek independent legal counsel relative to the terms of this Agreement and the transactions related hereto.

This Agreement is made and entered into, and shall be construed, interpreted, performed and enforced under and in accordance with the laws of the State of Tennessee. Each of the parties hereto expressly and irrevocably submits itself to the jurisdiction of the State of Tennessee, County of Williamson for the purposes of any suit, action or other proceeding arising out of, or relating to this Agreement or the transactions contemplated therein. Each party further waives and agrees not to assert by way of motion, as a defense or otherwise, in any such suit, action or proceeding (i) that is not personally subject to the jurisdiction of the above-named court, as appropriate, (ii) that the suit, action or proceeding is brought in an inconvenient forum, (iii) that the venue of the suit, action or proceeding is improper or (iv) that this Agreement or the subject matter thereof may not be enforced in or by such court.