

LegendTales Cattery Adoption Agreement

A TICA Outstanding Cattery
<http://www.legendtales.com>

Date of Sale		Pixie-Bob	
Pet's Date of Birth		Sex	
Pet's Name		TICA Litter No.	
Sire			
Dam			
Color & Description			
Comments			

Terms of Adoption Agreement

THIS AGREEMENT between _____ (Buyers) and **Amy /Tony Mangefeste of LegendTales Cattery** (Seller) is effective as of the date of the last signature to appear below and is binding upon all parties thereto. Buyer(s) agree to buy and Seller agrees to sell the below described cat/kitten pursuant to all of the following terms:

PURCHASE PRICE _____ + \$350 shipping for 1-2 kittens (includes flight, exam and health certificate and carrier). There will be no shipping charges if buyer picks up the kitten from Sellers home.

FOR THE FOLLOWING TERMS OF AGREEMENT: Pet/Companion. This will be altered prior to placement.

HEALTH GUARANTEE

1. LegendTales CATTERY ("Seller") guarantees the health of said kitten/cat upon time of shipment/delivery for a period of seventy-two (72) hours. This guarantee of health shall extend for 72 hours from the time of shipping/delivery of the pet to its buyer.

- b) The kitten/cat, if shipped, will come with a Veterinarian's health certificate for the purpose of shipping. A record of vaccinations and de-worming will also be provided.
- c) Kittens/cats are NOT guaranteed against accidental death or injury, including mishaps occurring during shipping, after the time of delivery/shipping.
- d) Kitten/cats are also not guaranteed against temporary adverse responses to changes in their diet or the stress of entering a new home.
- e) The buyer agrees to have their pet examined by their own veterinarian, (at Buyer's expense) to confirm that it is in good health, and to be tested for FeLV/FIV within 72 hours of its arrival.
- f) The buyer or buyer's veterinarian shall report to the Seller any medical problem within the guarantee period. **If the kitten/cat is found to have a medical problem within the (72)-hour period, it must be reported to the Seller within twenty-four (24) hours of its discovery.** Failure to make this report within this time frame will void this warranty.

2. REFUNDS AND REPLACEMENTS AND EXPENSES. There shall be no refunds of purchase price, shipping charges or other costs. There shall be no replacement of kitten/cat unless under the Health Guarantee (with the 72-hour period only except as stated below).

a) If the kitten/cat is found to be in unsound health by a licensed veterinarian within 72 hours, the kitten/cat shall be returned to Seller and Buyer may request a replacement of another kitten/cat of equal value. Said replacement will be made as soon as a suitable replacement becomes available. A medical report signed by the examining veterinarian must be provided to the Seller prior to a replacement being made. 'Unsound health' shall be defined as any condition that is "life threatening 'or incurable'. It shall not include minor imperfection or condition, unknown at the time of sale, which does not seriously impair its health or its biological functions.

b) Seller guarantees that the kitten will arrive negative for FeLV/FIV/FIA. It is the buyer's responsibility to have the kitten tested within 72 hours of arrival and to have all other cats/kittens in the household tested within one week prior to the arrival of the new kitten/cat.

Buyers Initials _____

Sellers Initials _____

- c) If the Buyer's veterinarian discovers a serious genetic defect or degenerative condition, unknown at the time of sale, which affects the health of the kitten/cat, it can be returned to the breeder for a replacement kitten or young cat of equal value within the first three months after purchase.
- d) In the event said kitten/cat should die as a result of this same condition within the first three months, said kitten/cat will be replaced only if the following is complied with and provided to the Seller: a) necropsy is performed by a licensed veterinarian. b) A proof of cause of death certificate and a veterinarian's necropsy report and are provided to the Seller. Trauma, abuse or neglect will void the guarantee.
- e) If the Buyer's veterinarian discovers a minor imperfection or condition, unknown at the time of purchase, that does not seriously impair its health or its biological functions, no replacement will be given.
- f) When a replacement kitten or cat is granted, the buyer agrees that they may have to wait approximately a year to obtain a replacement kitten.
- g) The Seller will not replace any cat or kitten that has not received adequate and appropriate care from its new owner. It is the responsibility of the Buyer to provide immediate veterinary care (at the Buyer's own expense) to any kitten/cat showing signs of illness or distress and failure to do so will render any guarantee null and void.
- h) Seller reserves the right to offer monetary compensation in lieu of a replacement kitten but is in no way obligated to do so.
- i) No kitten or cat is to be euthanized without the written consent of the breeder, except in a case where a veterinarian certifies it the only humane alternative or this guarantee is void.**

3. THE BUYER. Assumes responsibility of all expenses incurred in relation to the kitten/cat after said kitten/cat leaves the possession of the Seller, as well as any expense incurred at the request of the Buyer before the kitten/cat leaves possession of the Seller. The breeder assumes no liability for any veterinary costs or other expenses incurred by the owner, even in the case of detecting a defect or disease unknown at the time of sale. Buyer acknowledges that the breeder's liability can never exceed what is expressly guaranteed in this agreement.

If for any reason the kitten/cat is returned to the Seller, BUYER agrees to pay all expenses, including shipping costs, mileage and re-examination expense of Seller's veterinarian. This examination will include a complete 'viral panel' blood test for FELV, Feline Coronavirus, FIA and FIV viruses. If kitten/cat is returned to Seller for resale on behalf of the Buyer, the terms of this resale will be agreed upon under separate written agreement. Buyer agrees that Seller has the right to retrieve said kitten/cat if Seller does not adhere to all provisions of this contract or if kitten/cat is being neglected or abused.

4. VACCINATIONS. Kitten/Cat has been regularly dewormed with Strongid-T liquid. Kitten/Cat has also had the required vaccination series, excluding FIP, FIV and FELV vaccine. If you choose to vaccinate for Feline Infectious Peritonitis (FIP), we recommend you discuss this with your own veterinarian and consider the risks. We do not vaccinate with FELV. However, if there are special circumstances in your household, i.e. an indoor/outdoor cat that may expose your animal to the disease, vaccinating for FELV (Feline Leukemia vaccine) may be done if your veterinarian recommends it. Some breeders and veterinarians do not consider FELV, FIV and/or FIP vaccines safe vaccines.

IF FIP, FIV or FELV VACCINE IS GIVEN TO THE CAT/KITTEN AT ANY TIME, THE ENTIRE HEALTH GUARANTEE BECOMES NULL AND VOID. We pride ourselves in raising healthy, vaccinated, parasite-free kittens. Said kitten/cat leaves our Cattery, to the best of our knowledge, in healthy condition.

We do not recommend vaccinating this kitten/cat with the FIP, FIV or FELV vaccines. These vaccines are not proven to be void of risk. In particular, the FIP vaccine is not safe. Reference: Feline Infectious Diseases, Chapter 7, page Fifty-four, (first column-last paragraph). Reference work is written by Niels C. Pedersen, D.V.M. Ph.D.

5. HOLDING FEES. A 'Holding fee' is placed to hold a particular kitten for a buyer. If a kitten/cat is held specifically for a buyer, a change of mind can quite often jeopardize the chance for that particular kitten to be placed in a home while still at a desirable age; therefore all holding fees are non-refundable regardless of circumstance. The minimum required 'Holding fee' is 50% of the purchase price of the kitten if the kitten is under six weeks of age. 'Payment in Full' in the amount of the purchase price shall be paid by the time the kitten is 10 weeks of age. When the sale of the kitten/cat is consummated, the holding fee shall be applied towards the balance owing on the purchase price. In the event the buyer decides not to take possession of said cat/kitten, the holding fee will be deemed non-refundable. The time period from 'Holding Fee' to 'Payment in Full', for the purchase of a kitten/cat older than 12 weeks of age, will be stated in the 'Terms of Agreement'

Buyers Initials _____

Sellers Initials _____

6. THE BUYER. The buyer becomes the owner of said kitten/cat upon Seller's receipt of 'Payment in Full'. 'Payment in Full' and receipt thereof supersedes a signed Sales Agreement being in the possession of the Seller. 'Payment in Full' will be held as a binding agreement to purchase said cat and will be held in lieu of a signed Adoption Agreement being on file with the Seller. The kitten/cat will be cared for by the Seller until the arranged shipping date or until Buyer is able to take possession of kitten/cat. This period of care is not to exceed thirty (30) days from the time the kitten is 12 weeks of age. In the event this exceeds the time period stated, Buyer agrees to pay board on said kitten/cat at a boarding charge of ten dollars (\$10.00) per day. Boarding charges are to be paid in full prior to shipping or release of said cat/kitten. Boarding charges are due and payable upon request. If boarding charges have exceeded the total amount of purchase price including shipping costs, and are not paid in full, upon demand, said kitten/cat will be considered abandoned and will revert to the ownership of Seller in lieu of payment of boarding charges.

7. HOUSING, CARE AND TRANSFER TO THIRD PARTY. The buyer agrees to provide good and reasonable care for their pet. In the case of abuse or neglect the buyer will relinquish the kitten/cat to the breeder unconditionally.

- a) Good and reasonable care includes food and water, shelter (including adequate space), regular vaccinations and annual examinations by a Veterinarian. It also includes prompt accident-related medical care, and provisions for exercise as well as human attention and affection.
- b) Buyer agrees that this kitten/cat will be kept indoors and not allowed outside. The buyer agrees that allowing their cat to have free-range outdoors constitutes a health and/or accident risk due to potential exposure to pesticides and other toxins, animal (or people) attacks, theft and traffic. The buyer therefore agrees that their companion pet will not be allowed outside except when it is in a carrier, or when it is in a secured escape proof play enclosure.
- c) _____ (Buyers Initial) **THE BUYER AGREES THAT THE KITTEN/CAT WILL NOT BE DECLAWEED AND THAT LONGER TAILED CATS WILL NOT BE DOCKED BY THE BUYER TO COMPLY WITH THE BOB-TAILED PROFILE OF THE BREED.**
- d) If the Buyer should ever become unable to care for this pet for any reason, or if the Buyer considers relinquishing their ownership of this pet, they are required to first offer it back to the breeder. If the breeder accepts its return, the Buyer will absorb the cost of transporting this pet back to its breeder. Buyer agrees that Seller has the right to retrieve said kitten/cat if Buyer does not adhere to all provisions of this contract or if kitten/cat is being neglected or abused. Under no circumstances will said kitten/cat be sent to a shelter or otherwise disposed of, nor shall this kitten/cat be sold, leased or given away to any pet shop, research laboratory or similar facility.
- e) If Buyer wishes to resell this kitten/cat the sale must be approved by Seller, or in the alternative, kitten/cat will be returned to Seller, at Buyer's expense, for resale by Seller.
- f) The Buyer agrees that a kitten/cat, which is entering a home where there is another animal present, will be isolated for a period of 2 weeks and only gradually introduced to the other animals in the home. It is strongly advised that even a kitten entering a home with no other pets should also be introduced to the household gradually, being isolated in one room with its litter and food for at least two weeks, to allow for adjustment to its new home.
- g) If the terms of this contract are discovered to be willfully or maliciously broken by the Buyer, the breeder can and will exercise their legal rights to i) withhold the cat's registration papers from the buyer or ii) demand the unconditional return of the cat.

Each kitten/cat will differ in the time needed to bond with its new family. Please give the kitten/cat ample time to adjust, especially if the kitten/cat has been shipped. A period of two to four weeks should be the very least amount of time allowed the cat/kitten for an adjustment period and longer if this is an adult cat or there are children in the house. Please give your new friend and family member a chance to bond with you and its new surroundings. Your new kitten/cat needs to feel safe and secure for its unique individual personality to surface.

8. ADVERTISING. Seller reserves the right to use photos already in the Seller's possession of any and all cats or kittens that are sold to the Buyer/s in any and all advertising including Internet web-site advertising in the promotion of Seller's Cattery. Buyer agrees to allow the Seller the right to use his or her kitten/cat's photograph or name in future or existing advertising.

9. VENUE. If Buyer or Seller commences any legal action as a result of this contract, Buyer agrees that the place of venue for such action shall be Snohomish County, Washington. Buyer assents to personal jurisdiction within such venue regardless of their place of residence and agrees that any judgment obtained is enforceable within the jurisdiction that they reside in as if obtained within that jurisdiction.

10. FACSIMILE SIGNATURE. A facsimile signature shall be enforceable as an original if the original contract is lost, destroyed or otherwise unavailable.

Buyers Initials _____

Sellers Initials _____

11. TERMS. The use of the terms “kitten/cat” presents the same as the plural cats/kittens, in the case of more than one kitten/cat being purchased under this written agreement.

12. SHIPPING. All Shipping costs are to be ‘Prepaid’ by the Buyer, when purchasing a cat/kitten that must be shipped. Shipping costs include freight charges from Seattle/Tacoma International Airport to point of destination, an airline-approved carrier of suitable size, (provided by the Seller), and a Health Certificate (required for shipping-not to exceed 10 days from date of issuance). Please prepay with either a money order or cashier’s check. If Buyer is picking up said cat/kitten directly from Seller, please arrive with cash, money order or cashier’s check. Personal checks will be accepted for Holding Fees (as defined below) only. This signed sales agreement must be returned prior to cat/kitten being shipped.

The Seller will determine specific shipping arrangements in advance. Seller, with the cats/kitten’s best welfare in mind will decide the best flight for said cat/kitten and will confirm these schedules with Buyer.

The Buyer agrees to fulfill their responsibility as consignee in taking delivery of cat/kitten at the expected time of flight arrival. In the event of flight delays or cancellations, the Buyer will make the appropriate arrangements to return to the airport to take delivery of the cat/kitten in a timely manner. Buyer agrees to ensure the safe pick-up of this cat/kitten and will not be permit said cat/kitten to be sent to an interim boarding facility.

LegendTales Cattery’s contracts are comprehensive because they are meant to offer full protection for the kittens we raise in our home. No cat or kitten will be delivered or shipped to its new home before we receive a signed contract and payment in full.

Seller/Breeder: **Amy /Tony Mangefeste of LegendTales Cattery. TICA registered.**

Signature _____ Date _____

I AGREE TO THE TERMS STATED HEREIN

Buyer: (Print) _____

Signature _____ Date _____

Street Address _____ City _____

Province/State _____ Country _____ Postal Code/Zip _____

Telephone _____

Email Address _____

PAYMENTS MAY BE MADE BY:

- **CASHIERS CHECK OR MONEY-ORDERS**
- **PERSONAL CHECK (Cats cannot leave until check clears)**
- **PAYPAL (LEGENDTALES@HOTMAIL.COM)**

PAYABLE TO: Amy Mangefeste. PLEASE CONTACT US FOR MAILING ADDRESS

HOLDING FEES & PAYMENTS

Date Received	Amount Received	Check Number	Balance Due

Buyers Initials _____

Sellers Initials _____