

PRIMAEVAL CATTERY

'Take a walk on the wild side...'

Every baby born here at Primaeval is unique and very important to us. Our kittens are raised under foot and treated as members of the family from the day they are born. Because of this, we are very fussy about their lives once they leave home. Some of our restrictions may seem extreme, but we are glad to answer any questions and explain our position on all aspects of our restrictions:

- We insist that none of our kittens ever be allowed to roam freely out of doors. This exposes them to countless dangers from cars, disease, other animals, poisoning, etc.
- We insist that none of our kittens ever be declawed. Declawing is a horrible mutilation involving the amputation of a large portion of the kitten's toes. Declawing in most cases will alter a kitten's personality and cause undesirable side effects. There are good alternatives to declawing which we would be more than happy to discuss.
- We strongly recommend against giving the FIP or FeLV vaccines. These vaccines have not been proven effective, and are not necessary for an indoor cat that is not repeatedly exposed to other cats. The administration of either of these vaccines will void our health guarantee.
- All of our pet kittens are sold altered. With the animal shelters overflowing, and the sheer number of cats being destroyed on a daily basis, we shudder at the thought of one of our babies, or any of their offspring, ever contributing to or suffering this fate.
- We treat our babies with the utmost love and respect and insist that you do the same. Therefore, they are all sold on the following contract:

Primaeval Cattery (herein referred to as 'Seller')

Sales Agreement

This agreement governs the sale of the following purebred Toyger/Toyger outcross:

Name : _____ Registration Number: _____

Date of Birth: _____ Sex: _____

Eye color: _____ Coat Color: _____

Sire: _____ Dam: _____

Breeders : _____

It is mutually understood that failure to comply with any provision of this agreement may detrimentally affect the reputation and business of Primaeval Cattery.

The conditions of this sale are as follows:

The kitten/cat described above is being sold as (indicate one):

PET BREED BREED/SHOW SHOW quality, for the sum of _____

which does NOT include shipping charges (to be paid before shipping of kitten/cat) of _____

and the following additional considerations:

1. Buyer accepts the responsibility of caring for this kitten/cat for its entire natural lifespan and will provide properly for its welfare.
2. Buyer agrees that under NO circumstances will this kitten/cat EVER be sold, leased, or given to any pet shop, animal dealer, animal shelter, research laboratory, or similar facility. The animal shall not be abandoned. It is the intention of the Seller that the Buyer be a permanent placement home. If at any time the Buyer becomes unable to care for the animal, Seller is given the right of first refusal. If the Seller does not receive the kitten/cat, it is the responsibility of the Buyer to place the animal in a home that meets the same conditions as stated in this contract. Furthermore it is agreed that transfer of possession, or care of this kitten/cat to another party may only be done with express written permission of Seller. Said transfer is prohibited to anyone who has ever been arrested and/or convicted for neglect of or cruelty to an animal.
3. Buyer agrees to keep the kitten/cat in a clean and pleasant environment, uncaged and with proper nutrition, health care, toys and companionship.
4. Buyer agrees that if the kitten/cat is found to be neglected or mistreated, Seller shall have the unconditional right to reclaim the kitten/cat WITHOUT refund of purchase price. Neglect shall include, but is not limited to: being left alone without human companionship for periods in excess of 72 hours; lack of proper sanitary facilities; being caged; poor diet; poor health (that is not being currently treated) and otherwise poor condition. Mistreatment shall include, but is not limited to: lack of proper food, lack of water and physical abuse.
5. Buyer agrees that this kitten/cat may NOT be declawed, and understands that declawing is a mutilation and a cruelty that is likely to alter the kitten's temperament and health. Seller can not insure the temperament or health of any kitten/cat which has been declawed. Instead of declawing, the buyer agrees to keep the kitten/cats toenails trimmed regularly, and to supply the kitten/cat with proper scratching material and suitable training.
6. Buyer agrees that if this kitten/cat was purchased as pet quality, it will be altered before delivery. Buyer also agrees that the kitten/cat must be kept separate from all other kittens/cats in the household until satisfied that it's in excellent health as determined by a licensed veterinarian. Failure to isolate the kitten/cat makes all guarantees null and void.
7. Buyer agrees that this cat will never be allowed out of doors except in a proper carrier, on a lead or in an enclosed "run" which is protected from predators and infection from other animals.
9. Buyer agrees to keep the kitten's vaccines up to date. Buyer agrees that this kitten/cat will always receive prompt, top-notch medical care and will never be allowed to harbor fleas or other parasites. Should medical care become necessary at any time, the buyer will bring the kitten/cat to a reputable licensed veterinarian immediately.
10. Both Buyer and Seller agree that the cat described herein is unique in character.

11. Health Guarantee: This kitten/cat is guaranteed of sound health upon delivery or arrival, and for a period of 72 hours thereafter if vetted within that time. Failure to have animal checked by a licensed veterinarian will void any guarantee. It is recommended that the new kitten/cat be quarantined during that 72-hour period. If found to be medically deficient with an untreatable or life-threatening problem, this must be reported to the Seller immediately. Upon its return, it will be replaced with another kitten/cat of equal value. The Seller reserves the right to substitute a cash refund. If no replacement is available at the time of return, Seller will have six months to furnish a comparable kitten/cat. The kitten/cat can not be returned for compensation after the guaranteed period has expired and/or if it has been exposed to another cat. Seller will not honor any health guarantee if this kitten dies of a virus from contact with another animal not bred at this Cattery. The Buyer agrees to provide immediate veterinary care to any kitten/cat showing signs of distress or illness or injury. Failure to do so will render the guarantee null and void. Under **NO** circumstances is the kitten/cat to be destroyed prior to notification by the Buyer to the Seller. If a kitten/cat dies within the guarantee period, despite medical treatment, compensation or substitution will be made **ONLY** if a veterinarian certifies the cause of death. It is the Seller's right to ask for the kitten/cat to be returned for identification before providing a replacement or any compensation. It is further agreed by both Buyer and Seller that this guarantee of health is void if the buyer has the kitten vaccinated for FeLV or FIP during his/her life. You must tell your vet specifically **NOT** to give these vaccines. These vaccines are very stressful to the immune system of a Toyger kitten/cat and are not necessary for the continued health of an indoor-only cat who doesn't have repeated contact with other cats. In the case of the FIP vaccine, it has proven ineffective against most strains of the corona viruses associated with the disease.

12. This kitten/cat is guaranteed against congenital defects for one year. Should the animal die within that time as a direct result of a congenital defect, the cat will be replaced **ONLY** if an appropriate autopsy is performed by a licensed veterinarian and a veterinarian's certificate is provided as proof of cause of death. A replacement will be made of a kitten/cat of comparable quality and value, as available, at the discretion of Seller. **NO CASH REFUNDS.**

Any legal action which may arise under the terms of this contract will be brought in Comal County/ New Braunfels, Texas. Breach of contract penalty is \$500.00 per item. Buyer shall be liable for any court costs and related charges including attorney's fees associated with Seller enforcing the terms of this contract. This agreement is the entire agreement between the parties.

Kitten Care Instructions:

- The kitten/cat should be isolated from other pets for at least one week to acclimate to its new surroundings and ensure health.
- Any changes to the kitten's/cat's diet should be made slowly as sudden changes may result in episodes of diarrhea.
- The kitten/cat should be fed premium cat food. Your kitten has been fed Iams Kitten & Iams Hairball (mixed 1:1) dry food. Your kitten needs access to dry food at all times. Continue the kitten/hairball mix until at least 12 months old.
- The kitten should be given frequent and kind human attention with a generous amount of play and exercise.

- The kitten should not be caged with the exception of short-term confinement if necessary.
- Avoid clumping clay litter for at least the first 6 months of the kitten's life. Kittens sometimes eat kitty litter and if ingested, it is reported that clumping clay type litter can cause intestinal blockages.

In signing this document, Buyer(s) acknowledge(s) that he/she has read, fully understands, and agrees to all of the terms/conditions outlined in this document and the Primaeval deposit document, for the above sale. If more than one person will own the kitten/cat, one owner's signature will bind all parties.

IN WITNESS WHEREOF, we each have signed this agreement this _____ day of _____, 20____.

Name of Buyer (print): _____

Signature of Buyer: _____

Name of Seller (print): _____

Signature of Seller: _____