

## Application and Terms for Adoption of a Feline from Mr. Whiskers Cattery

Updated June 27, 2017

### Section 1 – Understanding your Agreement

Dear BUYER,

Thank you for your interest in our kittens! We truly hope that you can see the passion and care that we take for all our feline family members. They are not *just* pets; they become part of our family the moment they are born. This is the first home they know, and we do all that we can to ensure that it is as wonderful for them as possible. Furthermore, we strive to develop their personalities into loving companions, and match these kittens to new families, that will love and care for them in the same manner they are accustomed to.

Our Terms for Adoption are the conditions to which both parties – Mr. Whiskers Cattery, referred to throughout this documents as “the SELLER”, and you, “the BUYER” – must adhere. As with any agreement where money is exchanged for goods or services, it is very important to carefully and fully read the entirety of the document. Once signed, it is a legally binding agreement that will be enforced. Saying, “I didn’t read it” is no defense for breach of contract. The financial ramification of breach can be extensive, as outlined later, so it is best to avoid finding yourself in that situation.

This contract is also our way of clarifying all issues and answering any questions, before an adoption takes place. Our goal is not to muddy the transaction with large amounts of legal jargon and confusing terms. This contract is meant to avoid misunderstanding. By providing clear, concise terms in complete, straight-forward language, we aim to protect not only our interests in this process, but also you as the adoptive parent, and *most* importantly, the kitten being adopted.

**This agreement is only valid when signed by both parties.** The original signatures are kept on file, and a copy may be retained by the BUYER, if requested. There is no expiration of the contract outlined below, it remains fully binding and in effect for the life of the animal, unless a new contract is drafted and agreed upon by both parties. **Please complete this document fully.** You’ll find a place at the bottom of each page where you should initial. This shows that you have read the preceding information, and gives us confidence that you read, understand, and accept all the terms we have outlined.

If there is any aspect of the contract that is confusing or unacceptable, please feel free to contact us through email (mrwhiskerscattery@hotmail.com), or by giving us a call (360-430-9759). We want all of our adoptive parents to feel comfortable and supported throughout the entire process. Please keep in mind that this contract has been carefully crafted and thoughtfully designed to maximize the protection of all those involved. While special needs and concerns will certainly be considered, changes to the contract are rare.

Again, we thank you for your interest in our family, and we welcome you to be a part of it!

Sincerely,

Tiahna Hillier

6/16/17

## Section 2 – Application for Adoption

### New Cat Parent Information -

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### Veterinarian Information of New Home (Must be provided prior to delivery) –

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: (    ) \_\_\_\_\_  
Website: \_\_\_\_\_

### Description of Feline to be Adopted –

Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
DOB: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Sire: \_\_\_\_\_  
Queen: \_\_\_\_\_

### Payment Details –

**Purchase Price:** \_\_\_\_\_

**Additional Fees**

Air Fare:	BUYER will pick-up
Health Certificate:	N/A
Carrier/Other:	N/A

Purchase Price + Fees: \_\_\_\_\_  
Deposit Paid: \_\_\_\_\_  
**Balance Due:** \_\_\_\_\_  
**Date Final Payment is Due:** \_\_\_\_\_

BUYER's Initials \_\_\_\_\_

### Section 3 – Terms for Adoption

The BUYER and SELLER both agree to the following:

The BUYER understands that, Mr. Whiskers Cattery cannot make any guarantees as to how this kitten will develop. The guarantees are listed below.

#### Health at time of Purchase

This feline is, to the best of our knowledge, healthy at the time of sale. He/she has had all age appropriate vaccination, including infant boosters against Rhinotracheitis, Calicivirus, and feline distemper (Panleukopenia), FVCPR vaccine. Routine feline deworming has also been performed. A copy of the kitten's vaccinations and deworming schedule will be included. We believe that dosing the kittens with one vaccine at a time gives the immune system a chance to develop the best immunity. Your kitten does not need a vaccine for: Chlamydia, or FIP. If you want to vaccinate for FeLv, or Rabies, please do so at a different time then when you have the FVCPR vaccine.

#### Guarantee of Health

This feline is, to be of sound health upon arrival. It is guaranteed for a period of 72 hours, when examined by BUYER's veterinarian within that time. It is recommended that the new cat be kept in quarantine during these first 72 hours. If the cat/kitten is found to be medically deficient with an untreatable or life threatening illness, BUYER must notify SELLER immediately with a letter from the examining veterinarian. The BUYER agrees to provide immediate veterinary care to this kitten/cat if it shows signs of distress, illness, or injury. Failure to do so will render the guarantee null and void. No veterinary services will be reimbursed and will always be the responsibility of the BUYER.

The kitten/cat cannot be returned for a replacement after the guaranteed period 72 hours has expired and/or it has been exposed to another cat. Seller will not honor any health guarantee if the kitten/cat dies of a virus/condition from contact with another animal not bred at Mr. Whiskers Cattery. Upon the kittens return (BUYER will pay for return shipping), it will be replaced with another feline; if one is not available the BUYER will be placed on the waiting list, and the kitten will be replaced with one of comparable quality when next available.

After 72 hours, the feline is guaranteed to not develop, untreatable congenital defects, until a year following his/her birth. Should he/she die within this time from a congenital defect, the feline will be replaced with one of comparable quality when next available. This feline is also guaranteed to not develop PKD, HCM, or FIP within the first year following his/her birth. Should he/she develop PKD, HCM or FIP during the first year of life, the feline will be replaced with one of comparable quality when next available. This guarantee is provided only for the conditions listed above, and when a necropsy has been performed, and a certificate from your vet has been delivered to the SELLER as proof of cause of death. Necropsy and related fees are the responsibility of the BUYER. No veterinary services will be reimbursed and will always be the responsibility of the BUYER. Transportation of the new kitten is the responsibility of the BUYER.

#### Transportation to New Home

BUYER is responsible for the pick-up of the kitten, in person in Salem, Oregon. In the event, BUYER determines he/she is unable to provide in-person pickup of feline, transportation shall be arranged by the SELLER, at the

BUYER's Initials \_\_\_\_\_

expense of the BUYER. SELLER can accommodate the BUYER by meeting them part way to deliver the kitten, if SELLER's schedule allows, at the airport (PDX), or up to an hour away for a fee. Details of said transportation must be finalized through discussion, prior to signing of the contract. **Pick-up that is not completed by the designated date is subject to boarding fees, and/or cancelling the sale, at the discretion of the SELLER, with the deposit forfeited.**

The SELLER cannot guarantee the safety of any method of delivery, and is not responsible for cats lost, stolen, or injured after acceptance by the approved carrier. It is the responsibility of the BUYER to file a claim in the event of loss, injury or death of the feline. Assistance will be provided by the SELLER when, and how, possible.

## Sterilization

BUYER agrees to have feline sterilized (i.e., spayed/neutered) by 6 months of age, at BUYER's expense. Papers will not be released until proof is provided, from attending veterinarian, that the feline has been sterilized. If feline is not spayed/neutered by 6 months of age, SELLER will enforce breach of contract for the maximum dollar amount. **Proof of sterilizing will be provided to the SELLER by 6 months of age.** SELLER gives no permission to breed. Felines that are not spayed/neutered prior to 6 months of age may develop bad habits such as urinating outside of the litter box, aggression, or may develop health issues such as a uterine infection. SELLER is not responsible for issues that arise due to BUYER not spaying/neutering the kitten.

## Ownership Conditions

- \*Feline will be kept as a loved member of the family. Feline will not be caged as a primary living arrangement, i.e. other than for transportation or illness.
- \*BUYER may NOT resell, or re-home feline, under any circumstances, without express permission from the SELLER.
- \*The feline will not be denied needed veterinary attention. The BUYER agrees to provide immediate veterinary care to this kitten/cat if it shows signs of distress, illness, or injury. Failure to do so will render the guarantee null and void. **Please consider health insurance for your pet. It is highly recommended. Persians and Exotics are a high maintenance breed and due to their flat faces, tend to have more health issues.** If the BUYER is unsure whether medical attention is needed, a veterinarian will be contacted, the situation explained, and the veterinarian's advice acted upon.
- \*The feline will not be allowed outside without a harness and/or an enclosure to protect the cat.
- \*This feline is not to be destroyed for any reason, except when necessary, due to terminal illness or injuries where approved by a veterinarian.
- \*The feline will not be de-clawed. Declawing is an inhumane mutilation, consisting of amputation to the first knuckle. Felines who are declawed often quit using the litter box (it hurts), and may begin displaying behavioral issues. Weekly nail-clippings and gentle discipline-along with the availability of a scratching post or mat-will greatly reduce scratching problems. Claw caps are also an excellent alternative.
- \*The feline will receive frequent and kind human attention. The kitten will be given the proper diet, and fresh clean water and litter box available at all times.

## Continued Health and Wellness

Please learn about the Health and Care of the Exotic & Persian breeds, if you do not have prior knowledge of their care. A good site for a wealth of information is: [www.pandecats.com](http://www.pandecats.com). Not all vets are used to Purebred cats, especially Exotic and Persian health issues. If you would like my advice, please ask.

A good plan for Exotics is to wipe the eye area with a warm washcloth 2 x a day, and bathe every 2 weeks to a month. Kitten Care Guide will also be provided to you.

Please know that flat-faced breeds often have issues with breathing, excess tearing, restricted tear ducts, and teeth that are off of alignment. This is very common to have when breeding to get a flat face. Some Exotics/Persians have tiny noses, and as older kittens or adults may need "Nare surgery" later to open the nostrils. Although I do try to breed for more "open" nostrils. Nare Surgery is a simple procedure and I have it done on most of my cats so they can breathe easier, even if their nostrils are fairly open.

<http://pets.thenest.com/nose-surgery-persian-cats-8623.html>. These are issues to be expected in this breed and are considered the responsibility of the new owner (BUYER). These issues are not covered by the SELLER. These issues are often covered by pet insurance if you chose to purchase it.

## Deposit and Final Payment

The SELLER requires a deposit per feline, determined and outlined on page two of this contract, for reservation. This deposit is totally non-refundable. Transportation expenses, are also non-refundable, if set-up through and already paid for by the SELLER. This deposit is included in the total purchase price agreed upon for final payment. Payments are to be made in the form of PayPal, Money Order, Cashier's Check, or Cash.

Payments made with PayPal will incur a 4% processing fee per transaction. Paypal account for payment: starphish25@hotmail.com. **Final payments must be made by the due date stated (normally one month prior to pick-up), or the purchase may be cancelled by the SELLER, & the deposit forfeited.**

## Returns and Reclamation

If for any reason the BUYER wishes to return or exchange the feline 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 are made to deliver to the BUYER a healthy feline matched to the BUYER's requests and specifications.

If the BUYER, having placed deposit for a feline, should decide against purchase, the deposit will not be refunded. If, however, the feline should become unavailable prior to pick-up, due to health conditions or death, the SELLER will replace with a feline of equal/or greater quality and value. If one is not available, the BUYER will be placed on the waiting list. SELLER retains the right to cancel the sale at ANY TIME. The deposit will be returned at the discretion of the SELLER. If the BUYER is not complying with the terms of this contract, the SELLER will cancel the sale and the deposit is Non-Refundable. SELLER retains the right to cancel the sale at ANY TIME. If the SELLER decides to keep the kitten, the SELLER will either refund the deposit, or add the BUYER to the waiting list at the BUYER's decision.

If, for any reason, the BUYER becomes unable to provide a suitable home for feline, and a new home needs to be located, the SELLER retains first right of refusal to reclaim the feline as a surrender. There will be no monetary

refunds, however an appropriate compensation may be offered at SELLER's discretion. The right is not time sensitive, but remains in effect for the life of feline.

## Section 4 – Certification of Agreement

### Breach of Contract

In the event the BUYER is found to have violated any of the terms and conditions of this contract, the feline is to be surrendered unconditionally to the SELLER. The SELLER may reclaim physical and legal ownership of feline with or without due process of law for any breach of contract with no refund of purchase price.

In the event the BUYER is found to have violated any of the terms of this contract, the BUYER shall be liable to the SELLER for damages in the amount of: (a) two times the purchase price of feline, plus expenses for resultant veterinarian care, all attorney, legal and related miscellaneous fees that result in litigating this contract: or (b) \$10,000, whichever is greater. Any legal action, which may arise under the terms of this contract, will be brought in the county/city of SELLER's residence.

This document is a legal and binding contract. This contract is to be governed by the laws of the State of Oregon. The SELLER and BUYER signatures indicate full agreement and approval of all the above terms and conditions of this contract.

There are no other conditions or guarantees, verbal or implied. No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined above.

Any legal action which may arise under the terms of this contract will be brought to Marion County, Salem, Oregon, USA. The BUYER shall be liable for any court costs and related charges including attorney's fees associated with the SELLER enforcing the terms of this contract. In signing this document, the BUYER acknowledges that he/she has read, fully understands, and agrees to ALL of the terms and conditions stated above. The laws of the State of Oregon shall be controlling.

### Application of Signatures

I, \_\_\_\_\_, wish to adopt the feline detailed above, and hereby agree to all the terms listed within the entirety of the preceding document, and commit to uphold said terms for the life of this animal.

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

As owner of Mr. Whiskers Cattery and SELLER of feline detailed above, I, Tiahna Hillier, agree to adopt to the name above, and hereby agree to the terms listed within the entirety of the preceding document, and commit to uphold said terms for the life of this animal.

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