

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

Updated Jul. 13th, 2015

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

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: _____
<u>Additional Fees</u>	
Air Fare:	_____
Health Certificate:	N/A
Carrier/Other:	N/A
	Purchase Price + Fees: _____
	Deposit Paid: _____
	Balance Due: _____
	Date Payment is Due: _____

Kitten **Must Be** picked-up by this date (or the sale will be cancelled):

Notes for Payment Completion:

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). Routine feline deworming has also been performed. A copy of the kitten's vaccinations and deworming schedule will be included.

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. It is further understood, that health guarantee is void if the buyer has the kitten vaccinated for FeLV or FIP in the first year of the kitten's life.

The kitten/cat cannot be returned for compensation after the guaranteed period 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.

The feline is guaranteed against congenital defects until 2 years 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 HCM, or FIP within the first 2 years following his/her birth. Should he/she develop one of these two conditions during the first 2 years of life, the feline will be replaced with one of comparable quality when next available. This guarantee is provided 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 to New Home

BUYER is responsible for the pick-up of the kitten, in person at SELLER's residence. 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 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. SELLER gives no permission to breed.

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. If the SELLER 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. 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.

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 Q & A will also be provided to you.

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: _____