

LuxSphynx Pet Agreement and Contract

Description of Kitten or Cat

Name: Name Microchip:	Answer
Breed: Answer Date of Birth:	Date
Color: Answer Date of Sale:	Date
Gender: Answer Purchase Amount:	Amount

Purchaser Personal Information

Name of Purchaser (print): First Client Full Name

Street Address: First Client Address

City, State, Zipcode: City, State, Zipcode

Phone: First Client Phone Number **Email:** First Client Email

Name of Seller (print): Name

Address: Address

Phone: Number **Email:** Email

Purchaser certifies this information is true and accurate. **Initial** First Client Initials

The purpose of this contract is to protect all parties: the purchaser, seller, and cat or kitten. If there are any problems, questions, concerns, or issues you need help with, **Ashley** is always here for the lifetime of your kitten/cat. I want the adoptive parent(s) and/or family to be completely happy with the new kitten and his/her transition to the new home. Transitioning is easy for some kittens, but more difficult for others. All kittens/cats handle *stress* differently. If there are ANY issues, please contact **Ashley**. I will provide you with all the help and advice I can to make this time easier for you and the kitten/cat. I am for you and your cat life long!

Terms of Contract

Deposit: First Payment Amount

A non-refundable deposit is required for the purchase of a cat/kitten. Should the purchaser, after having paid the deposit, decide against purchasing the cat/kitten, he/she forfeits the deposit. The cat/kitten will be temporarily reserved for seven days once the seller is given notice the purchaser is sending the deposit. If the deposit is not received within seven days, the

temporary reservation will cease. The deposit is separate from the price of the cat/kitten. By paying the deposit, the purchaser indicates he/she understands and agrees to abide by the terms stated in this contract. **Initial:** First Client Initials

Method of Payment

The purchaser shall make the deposit called for under this contract via cash, money order, or cashier's check. The payment shall be made in U.S. currency. Payments may also be made via card using platforms such as Paypal, Venmo, or CashApp. An additional 3.5% fee will be added to the full price to cover fees charged to the seller by the platform. The purchaser will be responsible for any fees charged to the seller if the purchaser elects to pay via card. A deposit made in the form of cash, money order, or cashier's check shall be made payable to **Ashley Long** and mailed to: **134 Bennett Cemetery Rd. Nashville Ga 31639**

Purchase of Cat

Payment for the cat/kitten must be provided in the form of cash, cashier's check, or money order. The payment shall be made in U.S. currency. The purchaser will pay all travel and shipping expenses. Should the seller agree to help transfer the cat in person, any mileage will be at the expense of the purchaser. **Initial:** First Client Initials

Health Guarantee

The seller will provide the purchaser with documentation showing proof of vaccinations, deworming, and health certificate. The seller guarantees the kitten to be in good health at the time of purchase for a period of 48 hours. It will be the responsibility of the purchaser to have the kitten examined by a veterinarian within 48 hours. Within that 48 hour period, if found to be *seriously medically deficient*, the seller will take the kitten back and refund the payment, less the deposit and any shipping charges, under the following conditions: the seller is provided with proper documentation, from a licensed veterinarian, stating the medical issue and that the cat is seriously medically deficient; a second examination by a veterinarian of the seller's choice corroborates these claims. This cat/kitten is not guaranteed against respiratory disease, fleas, ringworms, or any nuisance disease. After the 48 hour period, the seller can no longer guarantee the cat's health, except for birth defects. **Initial:** First Client Initials

The seller guarantees the cat against lethal genetic or congenital defects for **2 years** following the date of purchase. If, during these 2 years, the cat should die or have to be euthanized due to a genetic or congenital defect, the seller will replace the cat/kitten with a cat/kitten of equal

value at the seller's earliest convenience, should the following conditions be met: the purchaser provides the seller with a necropsy by a licensed Veterinarian Pathologist, at the purchaser's

expense, stating the cause of death is unquestionably a genetic or congenital defect; a second examination by a veterinarian of seller's choice corroborates these claims. **Initial:**

Seller assumes no liability or responsibility for any veterinary care for this cat/kitten after the purchaser takes possession of said cat/kitten. Under no circumstances will the seller be responsible for any veterinary bills incurred by the purchaser. **Initial:** First Client Initials

Spay/Neuter Agreement

This cat is being sold **without** breeding rights and spayed/neutered. The kitten will be altered at 12-14 weeks or 3 pounds body weight as a minimum requirement. **Initial:** First Client Initials

Purchaser's Veterinary Information

The purchaser must provide the name and contact information of the cat/kitten's new veterinarian before transfer of ownership will take place. Should the purchaser refuse to complete the section below, he/she will forfeit both the ownership of the kitten as well as the deposit. If, after purchase and transfer of ownership of the kitten has taken place, it should surface that the information provided below was or is fraudulent, breach of contract will be enforced. In the event a new veterinarian or veterinary practice takes over the cat/kitten's veterinary care, at any point during the cat/kitten's life, the purchaser agrees to provide the seller with the updated information. The Seller reserves the right to contact the purchaser's veterinarian at any time during the cat/kitten's life. The Purchaser agrees the Seller will be able to freely discuss the cat/kitten's health information, sterilization status, and well being with the purchaser's veterinarian; due to privacy matters, the purchaser agrees to notify his or her veterinarian as to this agreement.

Initial: First Client Initials

Veterinarian:

Practice Name: Name

Address: Address

Phone: Number

Purchaser certifies this information is true and accurate. **Initial:** First Client Initials

Treatment of Cat

Under NO circumstances shall this kitten be declawed. Declawing is the amputation of the first digit of the toe. Felines walk on their tip toes. Declawing changes the way a cat's foot meets the ground and can cause severe pain. Improperly removed claws can regrow, causing nerve damage and bone spurs. Amputation of the toes can lead to litter box problems (inappropriate elimination). Declawed cats cannot defend themselves. Side effects of declawing can lead to abuse or abandonment of the cat/kitten, a risk the seller is not willing to take. **Initial:**

First Client Initials

Under NO circumstances shall the cat/kitten be permitted to live outdoors. **Initial:**

First Client Initials

Under no circumstances shall the cat/kitten be tattooed, pierced, or undergo any unnecessary "fashionable" body modification. **Initial:** First Client Initials

The new cat should be confined to a private room with toys, food, personal litter box, and plenty of humane contact until accustomed to his/her new surroundings. A minimum of 14 days is recommended. **Initial:** First Client Initials

Seller will provide a list of foods and supplements the cat/kitten has been eating. Please be careful not to change the cat/kitten's diet drastically. This can lead to severe and potentially fatal diarrhea. The seller will send home a sample of the food the cat/kitten is eating to help the purchaser through the first few days of transition. It is highly recommended to keep the cat/kitten on the diet recommended by the seller. If the diet is changed, it should be done so gradually, slowly mixing the new food in with the old each day until complete transition is made.

Initial: First Client Initials

Breed Considerations

It is understood that, with the Sphynx breed, hairlessness will vary from cat to cat due to hormones, climate, and genetics. It is impossible to guarantee complete hairlessness for the life of the cat. It is possible for the cat to develop some hair, especially after being sterilized, or as it grows older. This hair is specific to the tail, feet and ears. The "hair" usually resembles peach fuzz. **Initial:** First Client Initials

It is understood the Sphynx breed requires care and maintenance that surpasses other breeds. Some Sphynx require bathing. Bathing requirements can be different for each cat. In general, I recommend bathing only when the cat is dirty or once a month. In between baths, a warm,

damp, soapy cloth or wet wipe is sufficient. Bathing too frequently can increase the oils on their

skin which they will leave behind on other surfaces. Weekly ear cleaning should take place to remove wax build up and prevent ear infections. Toes and claws must be carefully cleaned in order to avoid yeast infections. Bi-yearly veterinary dental cleanings are recommended. The purchaser agrees to maintain the health and cleanliness of the cat. **Initial:** First Client Initials

Hypertrophic Cardiomyopathy (HCM) is a heart condition that affects the Sphynx breed, among many other cat breeds. It is characterized by thickening of the heart muscle, primarily affecting the left ventricle, leading to decreased heart function over time. Genetic tests are available to identify one of the genes associated with HCM (MYBPC3). Other genes associated are still unknown. A cat testing positive for the presence of the mutation does not mean a cat will develop HCM. Conversely, a cat testing negative for the mutation is not guaranteed to be free from HCM in its lifetime. Regular cardiac screening using echocardiography is crucial. This is the most reliable method to detect the presence of HCM. It is recommended to have your Sphynx checked yearly for HCM by echocardiogram through a certified Veterinary Cardiologist. Early

diagnosis and proper management can improve the quality of life for a cat with HCM. HCM

medication is inexpensive and cats with HCM are living normal lives with early diagnosis and treatment. Please inform LuxSphynx if your cat or kitten develops HCM at any point in its life. This information helps us guide our breeding program for the betterment of the breed. **Initial:**

Relinquishment of Ownership of Cat or Permanent Transfer of Cat by Purchaser

The purchaser agrees that under NO circumstances will the cat/kitten EVER be sold or given to another person, pet shop, animal shelter, research laboratory, or similar facility. Should the purchaser, for any reason, including death, not be able to keep the cat/kitten, the seller will be given the first option of rescuing the cat/kitten. **Initial:** First Client Initials

If the buyer has a living trust, the previous clause must be made note of in the trust; if the seller deems another interested party (e.g., family member of buyer; close friend of buyer) a desirable and willing owner, the seller will seriously consider transferring ownership of the aforementioned cat. **Initial:** First Client Initials

If the buyer decides that he/she no longer wants the cat, regardless of how many years have passed since the purchase of the cat/kitten, the seller will be given the first option of rescuing the cat/kitten. **Initial:** First Client Initials

Breach of Contract

In the event the purchaser is found to have violated any of the terms and conditions of this contract, the cat is to be surrendered unconditionally to the seller. Seller may reclaim physical and legal ownership of cat with or without due process of law for any breach of contract with no refund of purchase price. **Initial:** First Client Initials

In the event the purchaser is found to have violated any terms of this contract, purchaser shall be liable to the seller for damages in the amount of two times the purchase price of the cat/kitten, plus expenses for veterinarian care upon return of the cat/kitten to seller and all attorney, legal and related miscellaneous fees that result in litigating this contract. Any legal action, which may arise under the terms of this contract, will be brought in the county/city of the seller's residence. **Initial:** First Client Initials

Attorney's Fees and Out-of-Pocket Costs

Should Purchaser breach this Contract, Purchaser is responsible for any and all costs resulting from the litigation of this Contract, the amount of purchase of cat/kitten, shipping expenses, associated veterinary expenses, and any damages caused to the reputation of the seller. **Initial:** First Client Initials

Exclusive Jurisdiction or Suit in case of Breach

Any legal action that may arise under the terms of this contract will be brought to **Berrien County, Georgia** or the Seller's current place of residence. The Purchaser and Seller, by entering into this Agreement, submit to jurisdiction in **Nashville, Ga**, or the Seller's current place of residence, for adjudication of any disputes and/or claims between the parties under this Agreement. Furthermore, the Purchaser and Seller hereby agree that the courts of **Berrien County, Georgia**, or the Seller's current place of residence, shall have exclusive jurisdiction over any disputes between the parties relative to this agreement, whether said dispute(s) sounds in contract, tort, or other areas of the law. **Initial:** First Client Initials

State of Law

This agreement shall be interpreted under, and governed by, the laws of the state of **Georgia**.

Integration

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 in this Contract. All prior agreements, representations and warranties, expressed or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this contract. **Initial:** First Client Initials

Severability

In the event any provision of this contract is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this contract so as not to cause the invalidity or unenforceability of the remainder of this contract. All remaining provisions of this contract shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law. **Initial:** First Client Initials

Modification

Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Purchaser and Seller. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein. **Initial:** First Client Initials

Acknowledgement of Deposit Paid and Acceptance of Contract

Purchaser and Seller signatures that appear immediately below indicate the Seller has received the deposit and the PUrchaser has agreed to the terms of this contract. This portion serves as the PUrchaser's receipt for the deposit. This document is a legally binding contract. In signing this document the purchaser acknowledges he/she has read, fully understands, and agrees to ALL of the terms and conditions stated above.

* Signature required

* Signature required