



Sacred Siamese Cattery

Columbus, OH

Old-Style Classic & Traditional Siamese

Contract of Sale and Health Guarantee

The Seller and Purchaser agree to the following conditions of this agreement:

1. Waiver. The kitten was inspected by Ingrid A. Schweinfurth, DVM on _____ and was given a clean bill of health.

Seller gives the consumer three business days from the date of delivery in which to have the cat/kitten examined by a licensed veterinarian of the consumer's choosing and expense. Buyer must present certificate of unfitness to seller within 3 business days after vet's findings.

Any evidence of abuse, neglect, or mishandling releases the Seller from responsibility regarding the cat/kitten and voids the above limited warranty. This cat/kitten is warranted to be in good health to the best of the Breeder's knowledge. Any health problems of a life threatening and non treatable in nature a replacement will be offered. In the event of an out of state sale, the Purchaser will ship the kitten back to the Breeder at a shared rate of 50% Purchaser, 50% Breeder. Any health problems after this time shall be the responsibility of the Purchaser. Failure to have the kitten checked within the time period makes all warranties null and void. Sacred Siamese is not responsible for any veterinarian costs.

2. Health Record. At placement all Sacred Siamese kittens have had all of his/her age appropriate vaccination and worming. Sacred Siamese keeps a closed Cattery and all cats in the Cattery have tested negative for FELV. Due to studies done at Cornell University by Dr. Perderson where he concluded FELV and FIP Vaccinations can potential actual FIP. Sacred Siamese does not vaccinate for these and does not guarantee health of purchased kittens if they are vaccinated for these after going to their new homes. New owners are advised to discuss vaccination options with their own veterinarian, but agrees that all health guarantees are null and void if this cat is given a FELV or FIP vaccine.

3. Limited Twelve Month Warranty Against Hereditary Defects. If within twelve months from the date of delivery, the above described cat/kitten is diagnosed by Buyer's vet as having a debilitating hereditary defect that in his/her opinion prevents the above cat/kitten from serving Buyer as a companion pet, Seller will provide to Buyer another cat/kitten of the same breed and cost. Although Seller will put forth great effort to replace the exact color of the cat/kitten, Seller is not obligated to do so.

If the kitten dies within two years of purchase due to a hereditary or congenital defect, the Seller will replace the cat/kitten when proof of the defect in the form of a necropsy report from a licensed veterinarian pathologist in addition to appropriate blood work is received by Seller. Seller is not



Sacred Siamese Cattery

Columbus, OH

Old-Style Classic & Traditional Siamese

responsible for any vet expenses related to the above cat/kitten including autopsy and blood work expenses or any other vet related expenses incurred during the course of cat/kitten's life.

THERE ARE NO CASH REFUNDS – ONLY KITTEN REPLACEMENTS IN THE FORM OF A MONETARY CREDIT FOR PURCHASE PRICE TO BE APPLIED TOWARD THE PURCHASE OF REPLACEMENT KITTEN. Under no circumstances after 72 hours will seller be obligated to allow kitten to be returned. This replacement guarantee includes genetic defects that result in death before 2 (two) years of age.

4. Breeder will provide Purchaser at time of sale, kittens vaccination and health records. We do not recommend the FIP vaccination. Administration of the FIP vaccination will void all warranties.
5. Release of Liability. Seller is not liable for expenses incurred (including medical) due to or as a result of the above cat/kitten's actions. Seller does not guarantee eye color shade, coat color shade, coat length, size, weight, or personality of cat/kitten.
6. Our kittens are sold as pets. Kittens sold as pets do not have breeding rights and must not be bred. The TCA registration will not have breeding rights. A kitten may possibly be sold with breeding rights, but special arraignments must be made with the Breeder prior to the sale of kitten and prior of taking position of kitten.
7. Spay/Neuter Agreement. The kitten must be spayed or neutered before the Buyer make take possession of it. The spay/neuter will be conducted by the Seller's veterinarian at 11-12 weeks of age. The Buyer is responsible for the costs of the surgery.
8. Food and Water. The kitten is accustomed to Royal Canin Kitten Formula. It is recommended that this food is continued, but if a change is desired, to do so slowly. Changing food abruptly can cause intestinal problems and is not good for the health of the kitten. Please do not give your kitten milk, many cats are lactose intolerant and giving milk WILL cause diarrhea. The Kitten must have water available at all times.
9. Living Arrangements. Buyer agrees that cat/kitten will live indoors at all times. Buyer agrees never to sell cat/kitten for laboratory use. Buyer agrees to provide necessary vaccinations and adequate health care for the life of this cat/kitten. Yearly check-ups and booster vaccinations (including rabies, if required by your veterinarian) are required and should be brought up-to-date on the health record provided to Buyer at the time of purchase. Buyer agrees that if he/she can no longer care for cat/kitten, the Seller will be contacted and the cat/kitten will be returned to the Seller for re-homing.



Sacred Siamese Cattery

Columbus, OH

Old-Style Classic & Traditional Siamese

10. **Resale.** The Buyer agrees that the cat/kitten will not be resold to another buyer under any circumstances. If the cat/kitten is resold, the Seller maintains the right to claim the cat/kitten and the Buyer will be required to pay for any and all legal fees related to the claim.
11. **Shipping Charges & Agreement.** The cost of shipping is \$_____ which includes airline ticket, transportation to airport, and airline approved carrier. Buyer must pay Seller total shipping charges two (2) weeks prior to pending shipping date. Buyer agrees to e-mail or call Seller no later than twelve (12) hours after receipt of cat/kitten to confirm receipt. Buyer is responsible for any boarding fees as a result of airline delays. Seller is not responsible for parasites or contagious diseases that cat/kitten can contract while in transit. Buyer assumes all responsibility for the cat/kitten when it is delivered to the shipper/airline. Seller will purchase the maximum insurance provided by airline as a protection to Buyer's investment if available.
12. **Jurisdiction.** It is agreed that this sale is taking place in the State of Ohio, USA, and it is agreed that this contract will be interpreted pursuant to the laws of the State of Ohio USA. Therefore, any legal issues are to be handled in the court system of Franklin County, Ohio, USA.
13. **Fraud.** Buyer is aware that any attempts to commit the crime of fraud, including filing fraudulent charge back's, paying with fraudulent money orders or cashier's checks, will be reported to the local DA's office for full prosecution.
14. **Entire Agreement.** This instrument is intended by both Seller and Buyer to be a final expression of their agreement and, as a complete and exclusive statement of its terms. No representations, understandings or agreements, whether verbal or written, have been made or relied upon in the making of this Agreement other than those specifically set forth herein. Only an agreement signed by both parties may modify this Agreement.
15. **Remedies.** All of Seller's rights hereunder are separate and cumulative, and no one of them, whether or not exercised, shall be deemed to be an exclusion of any of the other rights and shall not limit or prejudice any legal or equitable right which Seller may have.
16. **Additional Agreement.** This contract is made and signed by both parties to ensure the well-being and protection of this cat/kitten. This contract constitutes the full agreement between buyer and seller. No other warranty, verbal or written, is implied.
17. **By signing below, both Buyer and Seller agree to all the terms and conditions of this agreement. This Contract of Sale agreement constitutes the entire agreement between the Purchaser and Breeder. "I/We have read all pages in this contract and agree to all the stipulations".**



Sacred Siamese Cattery

Columbus, OH

Old-Style Classic & Traditional Siamese

SIGNATURE REQUIRED HERE:

I ACCEPT THIS CONTRACT AND AGREE TO ABIDE BY THE TERMS THEREOF:

Purchaser: _____ Date: _____

Seller: _____ Date: _____

Jamie Lombardi of Sacred Siamese

Purchaser Name: _____

Purchaser Address: _____

Purchaser City, State, Zip Code: _____

Purchaser Home Phone Number: _____

Purchaser Work/Cell Number: _____

Purchaser E-Mail: _____

Sire: _____

Dam: _____

DOB: _____

Price: _____

Gender: _____

Sales Tax: _____

Color: _____

Surgery Fees: _____

Pattern: _____

Total: _____

