

PURRSIANPALS

Raising, Breeding and Showing Persians!

Nannette J. Schindler
4155 State Route 598
Crestline, OH 44827
419-295-6160
www.Purrsianpals.com

CONTRACT OF SALE

This contract is made this _____ day of _____, 20_____.

Seller: PURRSIANPALS (Nannette Schindler)

BUYER: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE NUMBER(S): _____

E-MAIL ADDRESS: _____

The Seller agrees to sell a Persian kitten / cat to the above listed person(s) in consideration for the agreed upon price of \$_____.

Cat _____ Kitten _____ Color: _____

Date of Birth: _____ Sex: _____

Sire: _____

Dam: _____

Breeder/Show quality: _____ Pet Quality: _____ TOP SHOW QUALITY: _____

Vet Visits/Vaccinations: _____

If the above-referenced cat or kitten is being sold for show/breeder purposes, PURRSIANPALS makes no guarantee on the success of the purchased feline in the show ring. Too many variables contribute to success in the show ring for PURRSIANPALS to make any guarantee of success.

Buyer agrees that the above-referenced cat or kitten will be used **exclusively** in his/her breeding program. Should there be a problem with the cat being able to conceive, proof in writing from a licensed veterinarian specifically stating the breeding problem(s) must be submitted to PURRSIANPALS. Upon review by our veterinarian for clarification, and at the discretion of PURRSIANPALS, the cat may be replaced with one of **equal value** when available so long as PURRSIANPALS is still breeding Persian cats.

The buyer agrees this cat/kitten will not be sold, leased, or given away free to another cattery or individual without prior WRITTEN CONSENT of PURRSIANPALS. Buyer agrees this cat/kitten will not be surrendered to any rescue group, animal shelter or pound without WRITTEN NOTIFICATION to PURRSIANPALS of the intent to do so. The buyer agrees this cat/kitten will never be used for breeding with any cat not solely owned by the buyer or outside of the buyer's home or cattery without written permission from PURRSIANPALS.

If the above-referenced cat/kitten is being sold as pet quality and the animal has not previously been altered, the buyer agrees to have said feline altered by the time the feline reaches one (1) year of age. **When written proof of spay/neuter has been submitted to PURRSIANPALS, the CFA registration slip will then be issued to the buyer.** The registration slip shall also note that the cat/kitten will not be used for breeding purposes.

The seller attests the above-referenced cat/kitten is in good health, has been examined by a licensed veterinarian and has received no less than one (1) set of age-appropriate vaccinations. The buyer agrees that any and all future veterinarian bills are the sole responsibility of the buyer once the buyer takes possession of the cat/kitten. Buyer(s) agree to never give the Leukemia vaccine.

Buyer has five (5) working days after taking possession of the cat/kitten to have said cat/kitten examined by a licensed veterinarian. After five (5) working days, if the cat/kitten has not been seen by a licensed veterinarian, no replacement of the cat/kitten or refund will be considered. IF BUYER FINDS IT NECESSARY TO RETURN THIS CAT/KITTEN TO SELLER FOR ANY REASON OTHER THAN MEDICAL, IF THE SELLER IS TO REFUND ANY OR ALL OF THE ENTIRE PURCHASE PRICE, FOURTY-FIVE DOLLARS (\$45.00) WILL BE DEDUCTED FROM THE AMOUNT REFUNDED TO BUYER FOR A FOLLOW-UP VETERINARIAN CHECK.

If the cat/kitten is diagnosed with a specific defect within the first year of life, the buyer must provide to the seller a written report by a licensed veterinarian. PURRSIANPALS agrees to offer a cat/kitten **of equal quality and value** when available after they verify the veterinarian report. Should PURRSIANPALS no longer be breeding cats, then no replacement cat/kitten or refund will be due to buyer. Infections and/or contagious diseases are not the responsibility of the seller.

DEPOSIT

PURRSIANPALS shall require a 20% **non-refundable** deposit to hold any cat/kitten available for sale. A cat/kitten is not considered "reserved" until PURRSIANPALS has received a deposit.

Should buyer need to have the cat/kitten shipped, the buyer must physically observe the cat/kitten before any shipping occurring per Federal law. All costs related to shipping are the total responsibility of the buyer and must be paid in full to PURRSIANPALS before the

cat/kitten will be shipped to the buyer. PURRSIANPALS **DOES NOT** accept personal checks. We do accept the following forms of payment:

PayPal, Western Union, Venmo,
Postal Money Order, MasterCard/Visa, Zelle

Payments from Overseas will be accepted through the use of PayPal, Western Union, Venmo, Zelle, or Over-night International Money Orders only. International buyers must add 2.7% of the purchase price plus 1.5% cross border fee to cover PayPal fees.

Buyer has read and understands all terms of this contract and agrees to abide by all terms and/or conditions specified in this contract.

Seller reserves the right to cancel the contract for any breach of contract.

Events of default of Contract hereunder shall be the occurrence of any one or more of the following:

- 1) Payment of indebtedness; Failure of Grantor to pay the indebtedness of any part thereof when and as the same shall become due and payable.
- 2) Breeding outside their Cattery
- 3) Sending the purchased feline outside their home to friends, relatives, etc. for any reason without expressed, written consent of PURRSIANPALS,
- 4) Other terms as set forth in this Contract.

Should seller cancel the contract for reasons other than breach of contract by the buyer before buyer taking possession of the cat/kitten, the deposit shall be returned to the buyer. **If any of the terms/conditions are broken by the buyer after the buyer takes possession of the cat/kitten, PURRSIANPALS shall have the right to take possession of the above-referenced cat/kitten and registration papers at no charge to the seller and no refund or replacement cat/kitten due to the Buyer(s).**

Controlling Law:

This contract shall be performed and construed pursuant to the laws of the State of Ohio, and the courts of Ohio in the city and/or county where seller resides shall have jurisdiction to resolve any disputes related to this agreement.

Entire Agreement:

This instrument sets forth the entire agreement between the Seller and the Buyer(s) and supersedes all prior agreements, if any. This Contract may not be changed except by a written amendment executed by both the Seller and the Buyer(s). The Buyer(s) hereby acknowledge that they have not relied on any statement, representation, or warranty not expressly stated in the Contract.

While the buyer(s) and the seller intend and expect that all provisions of this Contract are enforceable and valid, to the extent any provision of this Contract is deemed unenforceable, all other provisions will continue to be fully enforceable as if the unenforceable or invalid provision were absent. This Contract may be executed in any number of counterparts and is effective only when signed by all signatories.

Buyer's Signature: _____

Buyer's Printed Name: _____

Seller's Signature: _____

Signed this ____ day of _____, 20_____.