

Elinga Tonkinese

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Pet Kitten Contract

This serves as a contract between Elena Starta (“Seller”) of Street, Town, NJ and

Margaret Smith (“Buyer) of Street , Town, New Jersey

1. The Seller agrees to sell to the Buyer one (1) **Platinum Mink (example) Tonkinese** kitten known as **Elinga Princess Jasmine**, date of birth **xx/xx/xxxx**.
The sire of said kitten is **Elinga Napoleon Bonapart**, the dam of said kitten is **Elinga Venus**.
2. The purchase price of this kitten is \$000.00 (Zero Hundred Dollars). In addition, the Buyer agrees to pay for the cost of the spaying, which is \$000.00; total cost of this kitten is \$000.00 (Zero Hundred Dollars).
3. This kitten has been given two 3-in-1 vaccines and de-wormed as per its health certificate. This kitten has been sufficiently vaccinated for the period of one year, with the exception of a rabies vaccination, for which the Buyer is responsible.
4. The Seller guarantees that this kitten is presently free of disease and genetic problems. This kitten will be accepted for a full refund of purchase price if it is returned within 14 days with a veterinarian’s certificate that this kitten has a health or genetic problem.
5. **FELINE LEUKEMIA VIRUS**: As of this date, no cat in my cattery is infected with this virus. This kitten has not been individually tested for this virus. Although this kitten has not been tested, one of its littermates has and was found negative. The Seller, therefore, feels that she can guarantee that this kitten is negative, as she is certain that it has not been exposed to a positive cat.
6. **FELINE IMMUNE-DEFICIENCY VIRUS (FIV)**: The Seller does not guarantee the health of any kitten given this vaccine. Although newly introduced, the Seller does not feel that there is sufficient evidence of the efficacy of this vaccine, nor that the vaccine provides sufficient immunity to the disease. Further, the Seller believes that insufficient research has been done on this vaccine, and that the long-term effects of this giving vaccine are unknown at the present time.
7. **FELINE INFECTIOUS PERITONITIS VIRUS**: The Seller does not guarantee the health of any cat or kitten that is given this vaccine. Research does not indicate that it provides a high enough likelihood of immunity to be worth the risk that may result in exposing the cat to the disease. There is some evidence that a cat may have to be exposed to FIP twice to become infected, and that the vaccine may act as the initial exposure.
8. If this kitten is given a vaccination for either FIV or the FIP, it voids the health warranty for this kitten.
9. The Buyer accepts the responsibility of caring for this kitten and providing properly for its welfare. The Buyer agrees to follow the Seller’s instructions on care, housing, diet, treatment and health. The Buyer agrees that this kitten will always receive prompt, top-quality medical care, and will never be allowed to harbor parasites. The Buyer agrees that the Seller is not responsible for any medical bills after this kitten has been acquired by the Buyer. If the kitten dies before an age of two years and the autopsy shows FIP as a cause of the death the Seller agrees to replace the kitten.

Elinga Guillermo, a.k.a. "Bill"

The Buyer Agrees to the Following:

10. The Buyer agrees to provide companionship for this kitten, never leaving it alone for long periods of time without human attention. The Buyer agrees to provide a generous amount of exercise for this kitten, to provide it with toys, and not to cage it.
11. This kitten may not be sold, leased or given away, without the Seller's prior written consent. This kitten is never to be sold or given to any pet shop, research laboratory, pet shelter or similar facility.
12. Should the Buyer be unable to maintain this kitten for its entire life, Buyer will first notify the Seller and return this kitten to the Seller.
13. This kitten is to be kept indoors and not be allowed to roam freely outside for its health and safety.
14. This kitten is not to be de-clawed. The Buyer understands that de-clawing is a mutilation and a cruelty that is likely to alter the kitten's temperament and health.
15. The Buyer agrees that if any of the above terms are disregarded, that the Seller may reclaim this kitten without a refund of the purchase price. The Buyer further agrees that if item 14 is disregarded, that the Buyer must pay an additional \$300.00 (three hundred dollars) in damages to the Seller, and that the Seller may reclaim this kitten without refund. The Buyer agrees to pay all court costs if this contract is litigated, and that any suit shall be tried in New Jersey under New Jersey law.
16. If this kitten is neglected or mistreated, Buyer will surrender said kitten to Seller unconditionally, without refund of the purchase price.
17. This kitten may not be shown.
18. The kitten has been registered with The International Cat Association (TICA)/The Cat Fanciers' Association (CFA), the world's largest registry of pedigreed cats. The registration papers are paid for. These papers will be forwarded directly from TICA/CFA or the Seller, as soon as they have been processed by TICA/CFA.
19. This kitten may be returned to the Seller within a fourteen day period from the date Buyer takes possession of the kitten for any reason whatsoever, and will be refunded the purchase price less \$250.00 (Two Hundred Fifty Dollars). If the kitten is returned after that period, no monetary refund will be given.
20. The Buyer agrees to have this kitten inspected by a licensed veterinarian within three (3) business days from the date Buyer takes possession of the kitten.

Elena Starta ("Seller")

Margaret Smith ("Buyer")

Date

Date

Elinga Tonkinese