

RiverSyde Contract And Health Guarantee

Name: _____ Date of Birth: _____

Breed: _____ Color: _____

Sire: _____ Dam: _____

THIS KITTEN IS BEING SOLD TO:

Buyer's Name: _____

Address of Buyer: _____

City, State, Zip: _____

Phone: _____ Email Address: _____

Brandy Kern (Riversyde Cattery) agrees to sell to Buyer, the kitten designated above for a price of _____ which includes a non-refundable down-payment of \$500 paid on (date) __/__/__. Balance of purchase price to be paid before delivery of the kitten. If shipping is required, Buyer is responsible for all courier fees which will be no less than \$400. Failure to pay in full for the kitten and shipping costs will result in loss of deposit by Buyer and Brandy shall then be free to place the kitten with another buyer.

Buyer accepts the responsibility of caring for the kitten and will provide properly for it's welfare. Buyer agrees to keep the kitten indoors in a clean and pleasant environment, uncaged and with proper nutrition, care, and companionship. Buyer agrees that this kitten was purchased as a pet and it will be altered before leaving. Buyer must activate the 30 day health insurance and it is recommended you continue the kitten on it indefinitely.

Health Guarantee: This kitten is guaranteed sound health upon delivery or arrival. Common stress related issues due to shipping/rehoming such as cold like symptoms including, but not limited to, runny nose, eye discharge, as well as stress induced diarrhea, are not included in this guarantee. Injury during shipping is out of our control and is not covered. Failure to have the animal checked by a licensed veterinarian within 72 hours will void any guarantee. It is required that the new kitten be quarantined during that 72-hour period. If found to be medically deficient with an untreatable or life-threatening problem, this must be reported to Brandy immediately. If professional medical care is given to the kitten during the 72-hour period, the Buyer shall be responsible for all veterinary and professional expenses incurred on behalf of the kitten. Brandy shall at no time and under no circumstances be liable for any veterinary bills or for more than the replacement of the kitten. Upon its return, it will be replaced with another kitten of equal value. Brandy reserves the right to return a cash refund. If no replacement is available at the time of return, Brandy will have up to one year to furnish a comparable kitten. The kitten cannot be returned for compensation after the guaranteed period has expired and/or it has been exposed to another cat. Brandy will not honor any health guarantee if the kitten dies of a virus from contact with another animal. The Buyer agrees to provide immediate veterinary care to this kitten if it shows signs of distress, illness, or injury. Failure to do so will render the guarantee null and void. If the kitten dies within the guarantee period, despite medical treatment, compensation will be made ONLY if a licensed veterinarian certifies the cause of death. Brandy must be notified immediately when there are health problems or upon the death of the animal.

Initial _____

The kitten is guaranteed against congenital defects for TWO YEARS. Should the animal die within that time as a direct result of a congenital defect, the cat will be replaced ONLY if an appropriate necropsy is performed by a licensed veterinarian and a veterinarian's certificate is provided as proof of cause of death. A replacement will be made of a cat of comparable quality and value, as available, at the discretion of Brandy. NO CASH REFUNDS. In regards to hereditary defects, there are never any guarantees that a cat is free of a genetic disorder from past generations. But since we may not know if there are any potential weaknesses in a pet, we believe that diet & lack of vitamins can exacerbate these conditions if found. By providing the cat with quality food and supplements, we are hoping to reduce the chance of these potential weaknesses from hindering their quality of life, should this ever occur. This kitten has been fed Life's Abundance it's whole life. It is strongly suggested you continue with the same diet.
www.cathealthatyourdoor.com

The Buyer agrees that this cat will at no time be sold, leased, or given to any pet shop, animal dealer, animal research facility, animal shelter or to anyone who has ever been convicted of neglect of or cruelty to an animal, nor shall it be abandoned. It is the intention of Brandy that the Buyer be a permanent placement. If at any time the Buyer becomes unable to care for the kitten, Seller is given the right of first refusal. If the Seller does not receive the kitten, it is the responsibility of the Buyer to place the kitten in a home that meets the same conditions as stated in this contract.

Both parties agree that the terms of this agreement are confidential between the parties and their legal counsel. Consequently, the posting of public reviews, critiques, and comments disparaging of either party is prohibited. Violation of this clause will be \$10,000 in damages.

If any term of this agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to such extent of invalidity, illegality, or unenforceability: all other terms hereof shall remain in full force and effect.

Any legal action which may arise under the terms of this contract will be brought in Douglas County in the state of Nebraska. Buyer shall be liable for any and all court costs and related charges including attorney's fees associated with Seller enforcing the terms of this contract. This agreement is the entire agreement between parties.

In signing this document, Buyer acknowledges that he/she has read, fully understands, and agrees to all of the terms and conditions of the above sale.

Buyer Signature: _____ **Date:** _____

Buyer Print: _____

Seller _____ Date _____

Brandy Kern

As our first concern is for the well-being of our cats, we reserve the right to refuse the sale of any cat or kitten to any individual at any time.