

Steamboat Cattery

(817) 832-9432

(A FIV/FelV/PKD DNA negative cattery)

OE/BE Breeder Contract of Sale

(Use blue or black ink only)

Date:

This is to certify that the cat/kitten called _____ was sold to said Buyer. **This cat/kitten is being purchased AS A BREEDER with BREEDING RIGHTS.**

Breed Persian Color _____

Birth Date _____ Sex _____ CFA Reg. Number _____

Sire _____

Dam _____

Microchip number (if applicable): _____

For the following price or terms _____

Vaccination Dates:

Breeder/Seller:

Steamboat Cattery – Shannon & Clay Martin

Texas USA

www.steamboatcattery.com

steamboatcattery@gmail.com

Phone: 817-832-9432

Buyer:

Name: _____

Address: _____

Telephone: _____

Email address: _____

Website: _____

Buyer and Seller Agree to the Following Conditions of Sale

1. All deposits are non-refundable. If Buyer cancels the sale, Buyer may apply the deposit towards a future kitten, but will not receive money back unless approved by Shannon L Martin. If Seller cancels the sale, all deposit money will be refunded.
2. Seller has the right to cancel the sale at any time for any reason. If Seller cancels the sale, all deposit and purchase money will be refunded. In the event that the Buyer cancels a sale, deposit and purchase money is non-refundable but can be applied towards a future cat/kitten.
3. Seller agrees to execute and deliver to Buyer the appropriate breeding CFA registration (or transfer) paperwork conveying ownership of the above-described kitten/cat to Buyer at the time Buyer receives this kitten/cat. Buyer agrees to complete the registration or transfer by sending in the registration paperwork to the CFA along with the transfer fee within 6 months of purchase.
4. Steamboat Cattery is a PKD1, FIV, and FeLV free cattery. To the best of Seller's knowledge, the above-described kitten is the progeny of animals that are healthy, and Buyer is receiving a healthy cat/kitten, free of life-threatening congenital defects. To validate this Guarantee, Buyer must have his/her own veterinarian inspect said cat within five (5) working days of receiving the cat/kitten and if any life-threatening congenital defect illness is found, Buyer must contact Seller immediately, and may at his/her option, either A) return said cat to Seller at Buyer's sole expense for full refund; or B) return said cat to Seller at Buyer's sole expense for replacement cat/kitten of equal value per Shannon L. Martin, if available. At the time of the initial veterinary inspection, if any illness is found, Buyer agrees to contact Shannon L. Martin before any treatment is given. **Seller will not be responsible for any veterinary expenses incurred by the Buyer during this time period, nor at any time in the life of the cat.** _____ (Initials)
5. Seller guarantees that the cat is free of any **life-threatening genetic defects** for a period of 2 years from the above sale date. **If found to be medically deficient with an untreatable or life-threatening genetic problem, this must be reported to the Seller immediately in writing on letterhead from a licensed veterinarian, and return the cat to the Seller at the sole expense of the Buyer fully in tact, meaning the cat will not be altered in any way (neutered or spayed).** _____ (Initials) Upon its return, Seller reserves the right to have the kitten re-inspected by their veterinarian for confirmation of the defect before replacing the kitten. If the defect is confirmed, the kitten will be replaced with another cat of equal value per Shannon L. Martin, as soon as one is available. (No cash refunds will be given (except by the discretion of Shannon L. Martin); only a replacement cat or kitten.) If no replacement is available at the time of return, breeder will have up to 2 years to furnish a comparable cat. If no comparable cat (per Shannon L. Martin) has become available, within the 2 years, the breeder will issue a refund for the sale price of the cat only. The cat cannot be returned for compensation after the guaranteed period has expired. Seller will not honor any health guarantee if the cat dies of a virus from contact with another animal not bred at their cattery. Under no circumstances is the cat to be destroyed prior to notification by the Buyer to the breeder. If the cat dies within the guarantee period, despite medical treatment approved by Shannon L. Martin, a replacement cat will be provided ONLY if a licensed veterinarian certifies the cause of death and photos of the deceased cat/kitten are provided. _____ (Initials) If the above-described kitten/cat is discovered to suffer from a mild congenital defect unknown at the time of sale, which does not affect its lifetime or quality of life, there will be no compensation, refund, exchange, or return of the kitten/cat.
6. **Steamboat Cattery (Clay & Shannon Martin) are NOT liable for any veterinary fees or costs and expenses directly and indirectly associated with this cat/kitten after it has been released from Steamboat Cattery.** _____ (Initials)
7. Seller does not recommend the FIP or FeLeuk vaccine; if either of these vaccines is administered to the cat/kitten, this guarantee is null and void. _____ (Initials)
8. Since this cat/kitten is a living creature, Seller cannot guarantee the lifetime health of this animal, nor that it will not contract a viral or bacterial illness sometime in the future. Due to pervasive nature of

fungal spores in various environments, Seller cannot make any guarantees that this cat or kitten will not contract a ringworm (fungal) infection.

9. Cats sold with breeding rights are guaranteed fertile, unless infertility is a result of poor husbandry practices, caging, injury, disease or infection occurring after purchase. Buyer is attesting to the fact that they do not own a caged cattery. Fertility is defined as the cat delivering at least one live kitten. If the cat is over 3 years of age, has been bred 3 times to 2 different proven studs/queens from a significantly different lineage and a licensed veterinarian declares the cat is in excellent health but infertile, the breeder, at the breeder's option, shall take back ownership/possession of the cat and replace the cat with one of equal value per Shannon L. Martin. A male cat that does not have two (2) descended testicles by the age of nine (9) months will be replaced with a male kitten of comparable quality when available. Buyer will pay all transportation costs for the return of the cat and replacement cat and agrees not to surgically alter the cat (neuter, spay, etc). _____ (Initials)
10. Buyer agrees to contact Seller should Buyer no longer wish to keep ownership of the cat/kitten. Seller has "first right of refusal" of the cat/kitten – cat/kitten is to be offered to Seller at a cost of \$1.00 and no other cost beyond transportation. When the Buyer has finished using it for its breeding program and if Shannon L. Martin does not wish to take the cat back, the cat is to be spayed or neutered and placed in a loving forever pet home, unless otherwise approved by Shannon L. Martin. **This cat must never be altered (spayed or neutered) without the written consent of Shannon L. Martin.** _____ (Initials)
11. The Buyer agrees that if any of the above terms are disregarded, that the breeder may reclaim this cat/kitten without a refund of the purchase price. The Buyer agrees to pay all court costs, if this contract is litigated. Buyer understands and agrees that any and all legal action, which may arise under any provision of this Agreement, will be brought in the Country, State, County and City of Seller's residence.
12. Buyer understands and agrees that under NO circumstances will the above-described kitten be sold without the consent of Shannon L. Martin. Buyer also understands that under no circumstances will the above-described cat/kitten be given away, traded, leased or donated to any pet store, humane society, shelter, research laboratory or any similar facility. The offspring from this cat/kitten will not be traded, leased, or donated to any pet store or research laboratory or similar facility.
13. Buyer agrees to keep cat isolated from other animals in the home until cat is inspected by a vet. Buyer has 5 working days to have cat inspected by his/her own veterinarian. _____ (Initials) Buyer agrees to be a responsible breeder and not overuse this cat as a breeder. It is also understood by the Buyer, that if this cat is a female, that it will not be bred until she has reached the age of one (1) year. Male cats are not to be used as a stud until they are at least eight (8) months of age. Furthermore, Buyer agrees to only breed to the CFA Persian breed standard, in other words, Buyer will not breed with the intent of producing "teacups" or "dollfaces" etc. Buyer understands and agrees that Seller has made no claims as to the above-described kitten's possible potential as the environment in which said kitten is transferred can greatly impact said kitten's or cat's well-being. Buyer further understands and agrees that Seller has made no claims as to the ability of the above-described kitten to earn awards in the show hall, as this kitten is being sold as a "Breeder". (Steamboat Cattery only classifies kittens as "Breeder" or "Pet".) Furthermore, Seller makes no guarantee of the kitten's future ability to produce visual odd eyed or blue eyed kittens. (_____ Initials)
14. **This cat may not be resold, given, traded, leased or loaned for breeding. This cat may ONLY be used in the Buyer's individual breeding program, not a shared program.** This means that Steamboat _____ shall only be bred to males/females that belong

solely to _____ and that live permanently in his/her own house and under the cattery name _____. This cat will never be bred with another person's cats or with another cattery's females/males unless approved in writing by Shannon L. Martin. **Buyer agrees that all kittens sold as pets coming from Steamboat breeding cats will be spayed or neutered before leaving the Buyer's possession.** Buyer agrees that this cat will be co-owned with Shannon L. Martin for the purpose of the cat not being sold without the permission of Shannon L. Martin. Shannon L. Martin will not be the owner of the Buyer's kittens from this cat. _____ (Initials)

15. This cat may be bred only to a registered mate of the same breed (Persian or Exotic) and so may never be used in a hybridization breeding program (Example: Munchkins, Minuets, etc). _____ (Initials)
16. The above cat/kitten will not be released to the new owner until the balance has been paid. For all cats being shipped internationally, the balance plus shipping charges must be paid in full no later than **4 WEEKS** prior to the day of shipment. If the kitten is being shipped within the USA, the balance must be paid in full no later than **2 WEEKS** prior to the day of shipment. (_____ Initials)
17. Buyer understands and agrees that he/she assumes all responsibility for the above-described kitten from the moment when Seller delivers the kitten to Buyer; or if the kitten is being shipped, then Buyer assumes all responsibility for the kitten when it is delivered to the courier/agent/airline. If the kitten is being shipped via cargo, Seller will place the sales price (shown on page 1 of this contract) as the "value" of the kitten for the airline's insurance/replacement value. If the kitten is lost or dies during the flight due to the airline's mishap, Buyer understands and acknowledges that Buyer will have to pursue any action against the airline carrier for the value of the kitten and not against Seller. (_____ Initials)
18. Seller is only obligated to Buyer so long as Steamboat Cattery is still breeding and selling Persian kittens/cats. (_____ Initials)

All parties signing this contract consider this a document to be legal and binding. 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.

Buyer's and Seller's signatures indicate full agreement and approval of all above conditions, as understood by Shannon L. Martin of Steamboat Cattery.

Buyer's Signature _____

READ, UNDERSTOOD AND AGREED TO by Buyer this _____ day of _____, 20____.

Seller's Signature _____

READ, UNDERSTOOD AND AGREED TO by Seller this _____ day of _____, 20____.