

# Spot on Exotic's Contract & Health Guarantee

**Breed:**

**Sex:**

**Name:**

**DOB:**

**Price:**

**Purchase date:**

**Seller:**

**Buyer:**

This Contract is entered into on \_\_\_\_\_ between the following parties, ("Buyer") and ("Seller") Suzanne Bailey with respect to the following facts;

1. BUYER HAS BEEN INFORMED OF THE FOLLOWING: Seller operates a TICA registered cattery for the Feline Breed of Savannahs. Kittens are typically ready to go to new owner between 8 and 12 weeks of age depending upon development. The kittens will be vaccinated with killed Fel- Vax PCT +CaliciVax O. This vaccine provides protection against panleukopenia, rhinotracheitis and calicivirus. The kittens will require another vaccination at 16 weeks of age. Buyer agrees to purchase the above described animals for:

Buyer Is required to take the kitten to the vet within 72 hours for a general health check! So both parties are aware of Kitten in a healthy state

2. **PAYMENT.** Upon execution of this Agreement, a deposit in the amount of **\$ 500** was paid via Zelle/Cashapp to Seller to hold the kitten. This deposit is non-refundable under any circumstance, with the exception of those mentioned in "#5 Warranties" by Seller below. In the event the cat becomes unfit for sale, deposit shall be returned to the buyer. The balance of the payment due shall be paid in cash if said cat is being picked up, or a minimum of 1 week before cat is due to be shipped via Cashapp or zelle. If a personal check is to be given, said cat will be held until the check has cleared the bank.

3. **REGISTRATION PAPERS.** Upon receipt of payment from Buyer and upon delivery of the cat from Seller to Buyer and acceptance thereof of the cat, Seller agrees to furnish Buyer with the registration papers.

4. **SHIPPING.** Buyer and Seller will make arrangements for the cat to be either picked up by Buyer or delivered by Seller from California at a time and place mutually agreeable to both parties.

**5. HEALTH GUARANTEE:** The kittens are guaranteed to be healthy upon arrival. To enforce guarantee, the kittens must be checked by a veterinarian within 72 hours of arrival. If a kitten is vet-checked within three weeks from the time of arrival and is found to be medically deficient with an untreatable or life-threatening problem, it must be reported to the seller immediately. Upon its return, the kitten will be replaced, after the veterinarian certifies the health deficiency, with another cat of equal value. If no replacement is immediately available, the Seller has one (1) year to furnish a satisfactory replacement of equal value. Veterinary costs are not refundable. Said replacement will be made as soon as a suitable replacement becomes available. Sellers will use their best effort to replace the animal with one of the same color and pattern, but are not obligated to do so if such color or pattern is not available. The kitten cannot be returned after the guarantee period has expired and/or if it has been exposed to another cat or cats in these 72 hours from the time of arrival. If the kitten is not vet checked in the 72 hours all health guarantees are void.

If the kitten should become ill, while in the Buyer's care, for any condition other than a hereditary or congenital condition after this 72 hour period, the seller is not responsible for any expenses, nor obligated to take the cat back and make it well, nor replace it, nor

refund any monies paid. After 72 hours of the health guarantee period the seller cannot be held accountable for the future of Felv/Fiv/Fip, and any other bacterial or viral infectious diseases, parasites, or fungus, Seller does not guarantee against FIP in your kitten. FIP comes from a mutation of a feline intestinal virus (FECV) and no one can pinpoint when or where a cat was exposed and at what point it mutated into FIP. Many cats are exposed to FECV and never develop FIP. Due to the fact that these can be contracted anywhere in the environment after leaving the cattery and are not a result of genetics or breeding. Buyer accepts all responsibility for protection of the cat from said diseases, illnesses, parasites, and fungi. If the buyer chooses to vaccinate for the Feline Infectious Peritonitis (FIP, Ringworm), the warranty is NULL and VOID. Also, the seller does not warranty the kitten/cat against any adverse reactions to future vaccinations.

Under no circumstance is a kitten to be destroyed prior to notification by the Buyer to the Seller. Any kitten, for which the Buyer requests replacement, must be returned to the Seller (at the Buyer's expense) so that the identity of the cat/kitten can be verified. "Unsound health" shall be defined as any condition which is "life threatening" or "incurable" and shall not include "curable" conditions or infections including, but not limited to, colds, viruses, bacterial infections or allergies. Buyer understands that purchase of said kitten identified herein means that Buyer agrees to undertake responsibility for future health maintenance of said kitten for the rest of the kitten's natural life.

This kitten is not guaranteed against diarrhea or other illnesses due to a change in diet or sensitivity to certain medications. The purchaser should also be aware that diarrhea could also be caused from stress such as moving to a new home or from nibbling on houseplants or poor quality pet food. This kitten is guaranteed against hereditary congenital defects for one year. If this cat should die due to such a defect, it will be replaced at no cost by Spot on Savannahs with a similar kitten of similar age and of the same quality. A cat of differing quality, gender or age may require extra payment. For a replacement, an autopsy by a licensed veterinarian must be

performed, and a copy of such examination showing cause of death was related to such congenital defect must be forwarded to las vegas Savannah.

Seller does not guarantee the size of said kitten at maturity, whether purchased for breeding, show exhibition or as a pet/companion. Nor does Seller guarantee the final

appearance of the animal with respect to confirmation, color or spotting pattern. This kitten is sold as a breeder and cannot be resold without prior approval of Spot On Savannah. If Spot On Savannah does not approve the re-sale of said kitten and the buyer becomes unable or no longer desires to care for this kitten, the kitten shall be returned to Seller and buyer will pay delivery expenses. There shall be no refunds of purchase price, shipping charges, or associated costs on the returned kitten. Buyer agrees that the seller has the right to retrieve said kitten if the buyer does not adhere to all provisions of this contract or if the kitten is being neglected or abused. Buyer agrees that this kitten is not to be given away, sold or surrendered to a pet store, research facility, sanctuary, animal shelter or any other similar institution. If this cat is found abandoned or is rescued, the ownership of this cat will revert back to las vegas Savannah and the buyer has no rights of ownership.

#### Relinquishment of Kitten:

1. If Buyer becomes deceased or in any way unable to care for kitten due to medical reasons, and Buyer has no trusted family member or other trusted person readily available, capable and desiring to care for Kitten for his/her life or as long as is required, Buyer agrees that Seller has the option of having Kitten returned to Seller at no charge. In this case, Seller will pay shipping expenses, and ownership of Kitten will revert to Seller. In the alternative, if Seller chooses, Seller can approve a good loving home, or assist Buyer in arranging for a good loving home for Kitten.

2. Buyer agrees that any new owner or caretaker of Kitten selected by Buyer or Buyer's representative must abide by the terms of this Agreement. Buyer agrees to write up a contract to be signed by Buyer and the new owner or caretaker with all the same protections for Kitten.

6. SPAY AND NEUTER. The breeding female is to be spayed when her breeding career is no longer needed with you and kept or placed as a pet.

7. VENUE. If any legal action is commenced by Buyer or Seller as a result of this contract, Buyer agrees that the place of venue for such action shall be LA in the state of California, USA. Buyer assents to personal jurisdiction within such venue, regardless of their place of residence, and agrees that any judgment obtained is

enforceable within the jurisdiction they reside in as obtained within that jurisdiction. Buyer agrees to pay any and all attorney/court fees as allowed by law to settle disputes. All judgments cannot exceed the cost of said cat/kitten's purchase price. Any violation of the terms and conditions outlined in this agreement can result in the seizure of the cat with no reimbursement of monies paid and transportation costs are the responsibility of the Buyer

8. RECOMMENDATIONS. The Breeder highly recommends not using the Leukemia, FEP, FeLV vaccines on the cat. Also, the Breeders highly recommend not using any injectable type of anesthetic on the Kitten, like Ketamine. Only use gas, such as Isoflurane.

**9. ACKNOWLEDGEMENT.** Buyer acknowledges that any violation of the terms and conditions outlined in this contract can result in the seizure of the cat with no reimbursement of monies paid, or cancellation of the sale. All court costs, attorney fees and transportation costs are the responsibility of the buyer as allowed by law.

If the kitten is allowed to be outdoors unsupervised (not on a leash or in an outdoor kennel) the health guarantee will be void. If the kitten doesn't get his/her updated vaccinations to prevent diseases, the health guarantee will be void. Proper health or vet records for proof of vaccination history will be required should the Buyer contact me about the health guarantee.

This contract is legally binding to all parties involved. It applies to the buyer and seller in this transaction and is non-transferable to other parties.

Signature Buyer:

Date:

Name:

Address:

Phone:

Email

Seller: Suzanne Bailey

Date:

Location: 22815 ventura blvd woodland hills ca 91364

Phone: 424-244-2430

Email:spotonsavannah@gmail.com