

Lions Mane Coon Cattery
Purchase Contract:

Pet/Pet for Show Maine Coon

This purchase agreement is a legally binding contract for the sale of a kitten/cat as fully described in this document, between:

Seller Name: Lions Mane Coon Cattery Ltd Liability Co.

Address: P.O. Box 2202 Powder Springs, Georgia 30127

Phone: 1-770-896-1642

Registrations: CFA

Purchaser Name:

Address:

Phone:

Email:

Article 1: Identification and Description of the Kitten

Kitten Identification:

- **Feline Name:**
- **Mother:**
- **Father:**
- **Breed:** Maine Coon
- **Sex:**
- **Date of Birth:**
- **Color/Markings:**

1.2. Health and Condition:

The seller certifies that, to the best of their knowledge, the kitten is in good health at the time of sale.

Article 2: Purchase Price and Payment Terms

2.1. Purchase Price:

- The total purchase price for the kitten is _____. This total includes a **non-refundable deposit of \$300.**

2.2. Payment Method:

- The remaining balance is due upon delivery of the kitten. Payment must be made in cash or through a mutually agreed-upon method.

2.3. Boarding Fee and Default:

- The seller agrees to set a pick-up date for the kitten with a notice of no less than two weeks. If the kitten remains in the seller's care past the set pick-up date, a **boarding fee of \$25 per day** will be assessed, for up to **five (5) days**.
 - If the kitten is not picked up within this 5-day period, the kitten will be offered to another buyer, and **no refunds will be issued**.
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Article 3: Transfer of Ownership and Risk of Loss

3.1. Transfer of Ownership:

Ownership of the kitten shall transfer to the buyer upon receipt of full payment and physical transfer of the kitten.

3.2. Risk of Loss:

Once the kitten is in the possession of the buyer, any risk of loss or injury passes to the buyer. The seller is not responsible for any accidents, injuries, or illnesses occurring after the kitten leaves her care. This includes but is not limited to accidental death (e.g., hit by a car), FIP, environmental allergies, toxins, etc.

Article 4: Warranties and Disclaimers

4.1. Health Warranty:

The seller provides a limited health warranty for a period of one year from the date of birth, covering only hereditary defects that severely impact the kitten's quality of life.

- In the event a hereditary defect is discovered within the warranty period, the buyer must provide written notice and a veterinarian's certification within 3 days for the seller to review and respond.

4.2. Exclusion of Implied Warranties:

- Except as expressly stated, the seller makes no other warranties or guarantees regarding the kitten's health, fitness, temperament, or suitability for a particular purpose.
- Any implied warranties, including those implied by UCC Article 2, are disclaimed to the fullest extent permissible by law.
- The seller provides a limited health warranty for a period of one year from the date of birth, covering only hereditary defects that severely impact the kitten's quality of life.
- **To validate this health warranty, the buyer must have the kitten examined by a licensed veterinarian within 48 hours of taking possession.** The buyer must provide written proof of this examination upon request. If the buyer fails to do so, the health warranty will be considered void.

4.3. Disclaimer of Implied Warranties, Including Merchantability:

- The buyer acknowledges and agrees that the breeder makes no warranties, express or implied, regarding the health, temperament, or fitness for any particular purpose of the kitten, including the implied warranty of merchantability. The buyer accepts the kitten "as is" with all known and unknown faults and waives any claim against the breeder for any future health issues or suitability as a household pet.

Article 5: Veterinary Care and Pet Insurance Acknowledgment

The Buyer acknowledges that veterinary care can be expensive, especially in cases of emergencies or chronic health conditions. The Seller strongly recommends that the Buyer obtain pet insurance to help mitigate potential veterinary costs and ensure the kitten receives necessary medical care throughout its lifetime.

The Buyer understands that pet insurance is **not required** as a condition of this contract but is **highly encouraged** to help cover unexpected medical expenses. The Buyer assumes full financial responsibility for all veterinary care once the kitten is in their possession.

By initialing below, the Buyer confirms that they have read and understand the recommendation for pet insurance and the potential costs associated with veterinary care.

Buyer's Initials: _____

Article 6: Return and Replacement Policy

6.1. Return of Kitten:

If the kitten is found to have a life-threatening hereditary condition within the health warranty period, the buyer has the option to return the kitten for a replacement of equivalent value (e.g., female for female, black color for black color).

6.2. No Return with Refund After Transfer of Ownership:

The seller is under no obligation to refund the purchase cost of a returned kitten for any reason.

Article 7: Limitation of Liability

7.1. Liability Limitation:

The seller's total liability, whether in contract, tort, or otherwise, shall not exceed the purchase price of the kitten. The seller shall not be liable for any indirect, special, incidental, or consequential damages arising from the sale.

7.2. Hold Harmless:

The buyer agrees to hold the seller harmless for any damages, injuries, or losses caused by the kitten after the date of transfer of ownership.

Article 8: Governing Law and Dispute Resolution

8.1. Governing Law:

This contract shall be governed by and construed in accordance with the laws of the State of Georgia and the UCC provisions applicable to the sale of goods.

8.2. Dispute Resolution:

Any disputes arising from this contract shall be resolved through mediation. If mediation fails, the parties agree to submit to binding arbitration in Cobb County, Georgia.

Article 9: Entire Agreement and Modifications

9.1. Entire Agreement:

This contract constitutes the entire agreement between the parties and supersedes all prior discussions, agreements, or understandings.

9.2. Modifications:

Any modifications to this contract must be in writing and signed by both parties.

Article 10: Buyer Acknowledgment

By signing below, the buyer acknowledges that they have read, understood, and agree to abide by all the terms and conditions set forth in this contract.

Seller's Signature: _____

Date: _____

Buyer's Signature: _____

Date: _____