



Azureys Cat's Contract Agreement

SELLER:



BUYER INFORMATION:

Edison Avecillas

Owner, Breeder and Fancier

EMAIL: Azureyscats@hotmail.com

PHONE: (201)917-9994

NAME: _____

ADDRESS: _____

PHONE: (____)____ - ____ / (____)____ - ____

EMAIL: _____

KITTEN INFORMATION:

ID: _____

BREED: _____

SEX: _____

SIRE: _____

DAM: _____

DOB: _____

COLOR POINT: _____

REGISTRATION # _____

PRICE: \$ _____

SELLER AND BUYER RETAINER

Azureys Cats (Seller) Agrees to sell to said Buyer, said kitten described above for the price of \$_____, which includes a non-refundable deposit amount of \$_____ received on: ____/____/_____.

Reservation deposits are non-refundable. If for whatever reason seller cannot supply buyer with kitten of his/her preference, non-refundable deposit amount will be retained for a kitten from a future kitten litter ONLY, no returns.

Method of payment accepted is through the form of Cashier's check, money order or cash only. Make monetary instrument payable to: "Edison Avecillas" and sent to address provided by seller.

Remaining balance is to be paid in full on or before date of pick up or (10) days in advance prior to the shipment of kitten. Kitten will not be released to buyer until payment has been received in full; buyer has a maximum of (7) days after kitten is made available, to pay balance in full. If balance is not paid within said time, buyer will forfeit amount of deposit paid, thus releasing any commitment and reservation towards said kitten described above.

Kitten is property of seller until transferred over to buyer. Any miscommunication, arguments and information shared and/or posted online that could negatively affect the reputation of Azureys cats, will result in the public and online release of the buyers address, phone number(s) and personal information.

Buyers Signature _____

DATE ____/____/_____

General Care:

Buyer confirms and agrees that kitten/cat is going to a permanent loving home. Buyer agrees to provide kitten/cat proper care, indoor housing, food, water, parasite control, and veterinarian care. Kitten will NOT be caged nor isolated from its family at any time.

Kitten/Cat should:

1. Be isolated and quarantined from ALL other animals/pets for at least 1-2 weeks
2. Be given quality foods. If food is to be changed from its current diet of “Life’s Abundance Cat Food”, it should be done gradually to avoid an upset stomach and diarrhea.
3. not be handled or left alone by very small children (ages 5 and below)
4. avoid any stress, foreign foods, and toxic substances

Buyer agrees that under NO circumstances will the kitten/cat EVER be sold, leased, transferred, or given to any pet shop, animal dealer, animal shelter, research laboratory, or similar facility, nor anyone who has ever been convicted of neglect or cruelty to any human or animal, nor should it be abandoned.

Furthermore, it is agreed that transfer of possession, or care of the kitten/cat to another party may only be done with express written permission of Seller. It is the intention of the Seller that this is a permanent placement. Should buyer not be able to keep this animal for any reason, including the incapacitation or death of the buyer, Seller is given the right of first refusal or it is to be returned to breeder/seller for placement without refund of any kind, unless the above written permission to transfer ownership is obtained.

If such permission is given, new owner must sign a new contract, identical or similar to this one, with breeder/seller. Buyer agrees to tell family members about this clause. If Seller does not reclaim the cat, it is the responsibility of the Buyer to place the cat in an excellent pet home that meets the same conditions as stated in this contract.

***For kittens/cats sold with “breeding rights”:** Said buyer/breeder **CANNOT** transfer kitten/cat to another person or breeder AND cannot give/sell breeding rights of said kitten/cat’s offspring until 3rd generation, WITHOUT the written consent of seller. If consent is not granted by seller/Azureys Cats, buyer/breeder will arrange to have kitten/cat placed in home as a pet; neutered/spayed, OR returned back to seller/Azureys Cats at no cost less shipping. Buyer/breeder would need to supply seller/Azureys Cats with proof of veterinarian certificate of the alteration of kitten/cat. Failure to do so will incur a penalty fee of: \$2,000.00, breeder/buyers reputation and other repercussions.

Breeding Rights: YES/NO

DATE____/____/_____

Seller’s Signature_____

Breeder/Buyers Signature_____

Shipping Policy:

If shipping is required by buyer, buyer will be responsible for all shipping expenses including that of the shipping crate and health certificate required by law. Kitten will be shipped by seller and at sellers’ discretion ONLY. Kitten will be shipped once payment of kitten has been cleared, and shipment expense has been paid in full. If shipment expenses have not been paid, kitten will not be shipped to buyer until balance is paid in full.

Airline company:_____

Shipment Charge:_____

Crate Charge:_____

Health Certificate Charge: \$_____

Paid Balance in full on:____/____/_____

Seller’s initial_____

Buyers Initial_____

Health Guarantee:

New Jersey Residents: Please see the “Know your rights” document posted below.

Seller is transferring to buyer, said kitten/cat described above; in good faith, health and care. Seller guarantees kitten to be free of feline leukemia virus (FeLV) and Feline Immunodeficiency Virus (FIV) as confirmed by our veterinarian and the health paperwork you have received.

Said kitten is guaranteed to be of sound health at time of pick up. It is buyers responsibility to have kitten examined by a licensed veterinarian within **72 hours; (3) days** from the time of pick up or shipment. Failure to have kitten examined by a licensed veterinarian within **72 hours; (3) days** from the time of pick up or shipment, will void this health guarantee null and void.

If found to be medically deficient with a treatable, untreatable or life-threatening problem during said 72 hours; (3) days, this must be reported to said Seller immediately, prior to any veterinarian/breeder treatment.

If seller is not notified and does not give consents prior to any treatment, and buyer proceeds with veterinarian treatment, seller will NOT be responsible for any treatment given and Seller will not reimburse any treatment expenses even if within the health guarantee period.

If within this **72 hours; (3) days**, kitten/cat is deemed by buyers licensed veterinarian to be medically deficient for health reasons, then buyer has the right to return kitten at buyers expense to seller for a full refund of kittens original purchase price only, OR exchange for a kitten/cat of equal value. If there is no kitten/cat available to furnish buyer at the time of return, seller will have up to **(1); one year** to provide buyer with an exchange kitten/cat from the date of return or provide buyer with refund of the kittens original purchase price. Kitten/cat cannot be refunded or replaced/exchanged after guaranteed period has expired.

If the kitten/cat dies within the guarantee period, despite medical treatment, compensation will be made **ONLY** if a licensed veterinarian certifies the cause of death as being congenital. If kitten/cat was exposed to other kittens/cats/viruses and not medically, emotionally and nutritionally cared for during this time period and kitten dies from the result care of buyer, seller will not honor health guarantee.

It is the Seller's right to ask for the kitten/cat to be returned for identification by sellers' veterinarian before providing a replacement or any compensation. This is to show if it was due to buyers neglect or natural/genetic reasons occurring within these **72 hours; (3) days**. Under no circumstances is the kitten/cat to be destroyed or disposed of prior to notification by the Buyer to the Seller.

Genetic Health Guarantee:

Though we try to do the best we can to have the best lines produce genetically sound and superior kittens/cats, we are aware that nature and certain anomalies can occur. For this reason we guarantee our kittens to be genetically sound and back this with our genetic health guarantee for (12) months; one year if something were to occur during this time.

If within this period of time kitten were to die, kitten will be replaced **ONLY** if an appropriate autopsy is performed by a licensed veterinarian and a veterinarian's certificate is provided as proof that it was due to a genetic defect as cause of death. Under no circumstances is the kitten/cat to be destroyed or disposed of prior to notification by the Buyer to the Seller. Death of kitten/cat that is caused by lack of medical care, viral, bacterial, and suppressed immune system infections such as Feline Infectious Peritonitis will not be covered by health and genetic health guarantee, no reimbursement or kitten replacement will be provided. If kitten replacement is provided under guarantee, it will be made of a cat of comparable quality and value, as available; at the discretion of Seller at 50% purchase price.

Seller's initial _____

Buyers Initial _____

Extended Genetic Health Guarantee:

We are willing to extend our (12) month; one year genetic health guarantee for up to **(12) months; 1 additional year**, if said buyer continues to feed kitten described above, the same food we provide to our kittens/cats. The food we feed is: Life's Abundance Cat food and it is of high quality and fully recommended by top breeders and pet owners. You must enroll under our referral ID in order to confirm participation of feeding this food to your kittens. Enrolment of this Extension of Health Guarantee can only take place prior to kitten leaving seller's premises.

Failure to continue in the enrollment of this Genetic Health Guarantee extension or if buyer discontinues to provide Life's abundance foods to kitten described above at any time within the **full (24) months; 2 years of this extension**; will result in this Extended Genetic Health Guarantee becoming null and void. You must use the following Order ID number for all future concurrent orders of Life's Abundance Foods, or use our direct provider link below.

Order ID Number: 20133493

OR

Order online at: lifesabundance.com/azureyscats

***If you desire to take upon this extension of (12) months; 1 year please sign below, if not please leave blank.**

Seller's Signature _____

Buyers Signature _____

Date of enrollment ____/____/____

Kitten will have had the following procedures performed prior to leaving our home:

- ❖ **Core Vaccines:** Kitten/Cat will have received vaccinations for Rhinotracheitis, Calicivirus, Panleukopenia, and Chlamydia at the age of 8 weeks and 12 weeks, by recommendation of our Veterinarian. Kitten will need final vaccination at the age of 16 weeks of age or later by recommendation of our veterinarian.

We do not vaccinate for the Rabies vaccine unless kitten/cat is required which is only the case when being shipped. Rabies vaccine is not required for a STRICTLY contained house kitten/cat, unless recommended by your veterinarian. We try to avoid having to use vaccinations as much as possible, only when needed so to reduce the risks of tumors, cancer and other problems associated with vaccinations.

- ❖ **Neutered/Spayed:** Depending on our veterinarian's recommendations, said kitten/cat will leave our premises spay/neutered. There are times that kittens will not be able to leave our home spayed/neutered due to our veterinarian's recommendation of the kitten being too young and needing to wait at least 4-6 months of age. If this is the case, we will make an arrangement to better assist you regarding the kitten's future need to be spayed/neutered. Kittens/Cats not leaving our home spayed/neutered will be **required** to be spayed/neutered by the age of 6 months of age. **Seller agrees to supply the above stated kitten's registration papers within 30 days of receiving receipt and veterinarian's confirmation that said kitten/cat was spayed/neutered.**

- ❖ **De-wormed:** of all kitten parasites, and worms though you should consult with your veterinarian to continue with their de-worming schedules in order for the kitten to remain free of parasites and worms. Preventive care Dewormers we use are Fenbendazole, Toltrazuril, and Secnidazole.

- ❖ **Micro-chipped:** All of our kittens leave micro-chipped with the Microchip ID Systems "PRO-ID Mini" Microchips, the best microchip ID system we have found for our kittens, and your future peace of mind.

Seller's initial _____

Buyers Initial _____

The following will render the above health Guarantees, including the genetic health guarantee null and void:

If kitten/cat is vaccinated for FIP/FeLV: Due to the possible side effects to certain vaccines that may pose as a health risk to our kittens, we do not immunize for FIP (feline infectious peritonitis), Feline Leukemia, and if these treatments are implemented, then all health guarantees implied or specified will become null and void.

If kitten/cat is declawed: Buyer understands that if the kitten/cat is declawed, it will render the guarantee null and void. Buyer understands that declawing is a mutilation involving the amputation of a large portion of the kitten/cat's toes and which is likely to alter the kitten/cat's temperament and health. Buyer agrees that Seller cannot insure the temperament or health of any kitten/cat which has been declawed. Buyer agrees that this kitten/cat was sold with the understanding that it would not be declawed.

If kitten/cat is found neglected: Seller will have unconditional and primordial right to reclaim kitten/cat WITHOUT refund of purchase price.

It is mutually and considerably understood that failure to comply with any of the provisions set in this contract; Azureys Contract Agreement, it may detrimentally affect the reputation, business and future of Azureys Cats. Seller retains a security interest in this kitten/cat for purposes of enforcement of this agreement, and may enforce that interest without judicial intervention

If sellers reputation is negatively affected by any miscommunication, argument or information shared and/or posted on any social media, website, or complaint board, said seller will have the right to disclose all information on said buyer which will include but is not limited to the sellers contact/personal information.

Seller has the unconditional right to reclaim kitten/cat without refund of purchase price for any breach of contract. Any failure to comply with these terms will result in the Seller's repossession of the cat and a fine, plus any court costs, placed on the Buyer to be paid upon proof of noncompliance.

The laws of the State of New Jersey and Bergen County, NJ shall govern the validity, construction and performance of this agreement. Any failure to comply with these terms will result in the Seller's repossession of the cat and a fine, plus any court costs, placed on the Buyer to be paid upon proof of noncompliance.

Breach of contract penalty is \$1,000 per breach. Buyer shall be liable for any 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 the parties.

NOTES AND ADDITIONS TO CONTRACT:

DATE ADDED ____/____/____

Deletions or additions to this contract must be initialed by both parties. In signing this document, Buyer acknowledges that he/she has read, fully understands, and agrees to all of the terms and conditions of this contract. Aware that this Agreement of Sale is for mutual benefit, we hereby affix our signatures:

Seller's Signature _____

Buyers Signature _____

DATE ____/____/____

DATE ____/____/____

THE FOLLOWING IS FOR NEW JERSEY PERMANENT RESIDENTS ONLY WHO ARE BUYING KITTEN(S)

KNOW YOUR RIGHTS-A STATEMENT OF NEW JERSEY LAW GOVERNING THE SALE OF DOGS AND CATS

WARNING:

The animal which you have purchased (check one)(has) _____ (has not)_____been previously vaccinated or inoculated. Vaccination or inoculation neither guarantees good health nor assures absolute immunity against disease. Examination by a veterinarian is essential at the earliest possible date to enable your veterinarian to insure the good health of your pet.

The sale of dogs and cats is subject to a regulation of the New Jersey Division of Consumer Affairs. In the event that a licensed veterinarian certifies your animal to be unfit for purchase within 14 days following receipt of your animal or within six months in the case of a **congenital or hereditary cause or condition**, you may: 45A-23 13:45A-12.3 i. Return your animal and receive a refund of the purchase price including sales tax; or ii. Keep your animal and attempt to cure it; or III. Return your animal and receive an animal of your choice of equivalent value. Veterinary fees limited to the purchase price of the animal, including sales tax, which were related to the condition rendering the animal unfit for sale, must be paid by the dealer in the event that you .choose to keep the animal. If you choose to return the animal, veterinary fees incurred prior to receipt of the veterinary certification limited to the purchase price of the animal, including sales tax, which were related to the condition rendering the animal unfit for sale, must be paid by the dealer.

Further, in the event of your animal's death within this 14-day period, **except when death occurs by accident or as a result of injuries sustained after delivery**, you may choose to receive either a full refund of the purchase price, plus sales tax, or an animal of equivalent value: In addition, veterinary fees, limited to the purchase price, including sales tax must be paid by the pet dealer. In order to exercise these rights, you must present to the pet dealer a written veterinary certification that the animal is unfit for purchase and an itemized bill of all veterinary fees incurred prior to your receipt of the certification. Both of these items must be presented no later than five days after you have received the certification of unfitness. In the event that the pet dealer wishes to contest the certification or the bill, he may request a hearing at the Division of Consumer Affairs. If the pet dealer does not contest the matter, he must make the refund or reimbursement not later than ten days after receiving the veterinary certification. Although your dog or cat is required to be examined by a licensed veterinarian prior to sale, symptoms of certain conditions may not appear until after sale. If your dog or cat appears ill, you should have it examined by a licensed veterinarian of your choice at the earliest possible time.

If the pet dealer has promised to register your animal or to provide the necessary papers and fails to do so within the 120 days following the date of sale, you are entitled to return the animal and receive a full refund of the purchase price plus sales tax or to keep the animal and receive a refund of 75 percent of the purchase price plus sales tax. In the event you elect to keep the animal and the dealer provides the 75 percent refund, the dealer is no longer obligated to register the animal or to provide the necessary papers to do so.

*****As stated in our contract agreement, if kitten/cat was not already spayed/neutered prior to leaving our premises then kitten/cat is REQUIRED to be spayed/neutered by buyer's veterinarian, in order to receive complete registration paperwork. Buyer will have up to the kittens age of 6 months, in order to supply receipt and veterinarians confirmation of the alteration to receive paperwork or the agreement becomes null and void and said buyer will not receive registration papers for said kitten.**

Seller's Signature _____

Buyers Signature _____

DATE ____/____/____

DATE ____/____/____