

HEAVNZSENT CATTERY, LLC

Shelly Finley (Seller)
N62W37794 Wadebridge Road
Oconomowoc, WI 53066
262-567-9773
info@shellyscats.com
www.shellyscats.com

SALES AGREEMENT

Purchaser Information

Purchase Date: _____

Purchaser: _____

Address: _____

Phone: _____ E-Mail Address: _____

Cat/Kitten Information

Name: _____

Birth Date: _____

Sex: _____

Breed: _____

Color: _____

Sire: _____

Dam: _____

Price

Price of Cat/Kitten: _____

5.1% Sales Tax: _____

Less Deposit(s): _____

Balance Due: _____

The Seller, HEAVNZSENT CATTERY, LLC, and the Purchaser agree to the following conditions of this Sales Agreement which shall be considered binding upon their heirs and/or assigns:

1. Declawing/Tendonectomy. **Under no circumstances will this cat/kitten be declawed** (amputating last bone of each digit equivalent to the amputation of a person's finger at the last knuckle) **or given a Tendonectomy** (cutting of tendons to disallow extension of claws). Declawing and/or tendonectomy are unnecessary and inhumane procedures that rob a cat/kitten of essential means of movement necessary to fill their emotional and physical needs. This practice also leaves permanent and painful sensitivity in the paws. Declawing/tendonectomy may alter his/her personality and/or behavior drastically. If a cat/kitten is declawed or given a tendonectomy all guarantees made in this Sales Agreement will be null and void.

2. Feeding Instructions. You should not make any abrupt changes in your cat/kitten's diet as that may cause intestinal upset and diarrhea. Your cat/kitten has been eating **Wellness** hard and moist food. The hard food is left out 24 hours a day with fresh, clean water. The moist food is fed every morning when I get up and every evening around dinner time. I strongly recommend continuing the brands that your cat/kitten is used to eating. I have done extensive research on this brand and it is extremely balanced and safe. Feeding your cat/kitten cheap grocery store food will only decrease the length of its life and will not save you money, because in the long run you will have more health issues and more vet bills.

3. Indoor Facilities, Food and Water. Adequate **indoor** sanitary facilities must be provided. **The cat/kitten will not be allowed to roam outdoors.** Purchaser agrees to provide fresh food and water at all times for cat/kitten and to follow the feeding instructions to the best of their ability as indicated by the Seller in number 2 above. If cat/kitten is allowed to go outdoors, all guarantees made in this Sales Agreement will be null and void.

4. Altering Agreement. Purchaser agrees to neuter or spay this cat/kitten by the time the kitten reaches 7 months or within 30 days of purchase if this is an adult cat. Purchaser will provide Seller with proof of altering in the form of a dated receipt from a certified veterinarian that includes a description of the animal involved and the procedure performed within one week after said altering has taken place. When Seller receives said receipt, Seller will provide the registration papers to the Purchaser. Purchaser agrees and guarantees that this cat/kitten will at no time prior to the altering be allowed to reproduce or to be used for breeding purposes with any other cat/kitten, whether purebred or mixed breed, without Seller's written permission. It is the full obligation of Purchaser to take all possible precautions to guard against this occurring. Furthermore, if the cat/kitten is **not** altered within the time limits defined in this Sales Agreement, it will be assumed that the Purchaser is planning to breed the cat/kitten, and the cat/kitten will be repossessed by the Seller with no reimbursement to the Purchaser. If the cat/kitten is actually bred by the Purchaser, any kittens from the breeding(s) will be repossessed and any proceeds from kittens sold will be turned over to Seller. If necessary, a lawsuit will be instituted to recover any proceeds from kittens sold or given away from any breedings involving this cat/kitten. The Purchaser agrees to pay all court costs and reasonable attorney's fees if this agreement is litigated and any lawsuit shall be filed and tried in Waukesha County, under the laws of Wisconsin.

5. Change of Custody/Ownership. **Under no circumstances will this cat/kitten be sold, leased or given to any pet shop, research laboratory, animal shelter or similar facility, or disreputable person.** Cat/kitten may not be sold, traded, given away, or in any way change custody or ownership without prior written approval of Seller, who shall have first option to take the cat/kitten back.

6. Healthcare. Following the date of purchase, the Purchaser will be responsible for the cat/kitten being provided necessary medical treatment, including annual vet check ups and vaccinations which are to be kept current. Purchaser shall be responsible for any veterinarian expenses incurred for said cat/kitten from the date of purchase. Seller has not made any further representations concerning the health or condition of the cat/kitten other than those representations which have been reduced to writing. In the event of a non-accidental or unexplained death, the Purchaser will notify the Seller immediately. The Purchaser agrees not to euthanize the cat/kitten without the Seller's permission (except in the case of emergency). If the cat/kitten is found to be mistreated or neglected, Purchaser will surrender cat/kitten to Seller unconditionally with no reimbursement to Purchaser.

7. Return/Refund. It is in the sole discretion of the Seller to refund the purchase price if the cat/kitten is returned. Purchaser will be responsible for all shipping costs, boarding costs, veterinarian costs (including medical treatment/testing) incurred in clearing said cat/kitten for return to cattery as well as costs to re-home said cat/kitten. These costs will be deducted from the purchase price if a refund is deemed appropriate. If a refund is deemed appropriate, the refund shall be paid at the time the cat/kitten is re-homed. Purchaser understands that Seller is not obligated in any manner to refund any purchase price.

8. Health Guarantee. Cat/kitten is guaranteed to be in good health and FeLV/FIV negative at the time of sale and for 48 hours against upper respiratory infection, fleas, worms, fungus and ear mites. If any of these conditions are found to be present within 48 hours, Purchaser shall contact Seller prior to any treatment or the guarantee will be null and void. Purchaser is advised to take the cat/kitten (at Purchaser's expense) to a veterinarian for a complete exam if health is in doubt. If the cat/kitten develops and dies of an illness which can be proven to be genetic in nature by his/her one (1) year birthday, Seller will replace cat/kitten when Seller receives proof of genetic defect in the form of a complete autopsy report performed by a veterinarian which has been reviewed and approved by Seller's personal veterinarian. Death of the cat/kitten for any reason other than genetic illness will not be grounds for replacement of the cat/kitten.

9. Violation/Enforcement of Sales Agreement. Violation of any part of this Sales Agreement will result in a flat fee of Five Hundred Dollars (\$500.00) to be paid by the Purchaser to the Seller and immediate surrender of the cat/kitten with no reimbursement to the Purchaser. If a violation occurs, legal action will take place in the Waukesha County, Wisconsin Courts. Wisconsin law will apply.

10. Purchaser Responsible For All Damages. Purchaser shall hold Seller harmless from any and all damages or injuries caused by the cat/kitten.

I HAVE READ AND ACCEPT THIS SALES AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND MY OBLIATIONS AND AGREE TO ABIDE BY THE TERMS THEREOF. I ALSO UNDERSTAND THAT THIS IS A LEGALLY BINDING SALES AGREEMENT AND IS NOT VOIDABLE.

Date: _____

Purchaser's Signature

Accepted:

HEAVNZSENT CATTERY, LLC

Date: _____

By: _____
Shelly Finley, Seller

V A C C I N A T I O N S

Rabies Vaccine. There is currently a debate over the necessity of this vaccine. If you are never allowing your cat/kitten outside, some feel it is unnecessary to take the risk involved in getting the vaccine. You need to discuss the risks of this vaccine with your veterinarian. Should you decide to vaccinate your cat/kitten for rabies, your cat/kitten must be over six months old. Please be advised that there have been some severe reactions, even deaths from the vaccine.

FeLV Vaccine. NOT RECOMMENDED. According to reports this vaccine has been known to weaken the immune system and may predispose your cat/kitten to the disease. There have been known to be severe reactions from the vaccine as well. The American Association of Feline Practitioners (AAFP) and the Academy of Feline Medicine (AFM) have recently indicated that this vaccination should ONLY BE given to cats that will be exposed to other cats with the FeLV virus.

FIP (Feline Infectious Peritonitis) Vaccine. NOT RECOMMENDED. According to reports this vaccine is totally ineffective and may predispose your cat to the disease. Also not recommended by the AAFP/AFM unless your cat will be exposed to the virus.