



Feline Purchase Agreement (without breeding rights)

I. The purpose of this agreement is to define what Blueberry Hill Persians is providing, and to define what is expected of the person(s) buying a cat or kitten from us. These provisions are designed to protect the cat or kitten being purchased, other pets in Buyer's household, and the cats at Blueberry Hill Persians in the event that the cat or kitten is returned to us.

II. Seller
Blueberry Hill Persians
Barbara LaPlaca
27 Lafayette Avenue
Bethpage, New York 11714
516/933-0740
Email: farewell310@mac.com

Referred to henceforth as the Seller

III. Buyer
Name of Buyer
Street address
Street address
City, state, zip
Telephone
Email

Referred henceforth as the Buyer

IV. Regarding Cat/Kitten
Breed: Persian
Name:
Sex:
Born:
CFA Registration #
Sire:
Dam:

Referred to henceforth as the Feline

V. Price and Agreement Specifics
This agreement is between Blueberry Hill Persians and _____.
For the amount of \$_____ in US funds, Seller agrees to sell the Buyer one (color, breed, sex), who shall be registered with the Cat Fanciers' Association, Inc., P.O. Box 1005, Manasquan, NJ 08736. Both Buyer and Seller agree that the Feline described herein is unique in character.

VI. Deposits

Buyer will pay the Seller a nonrefundable deposit agreed to by buyer and Seller requesting that a Feline be reserved for Buyer. Once a deposit is received by Seller to reserve a Feline, that Feline will not be sold to another buyer. The balance of the purchase price is to be paid at the delivery of the reserved Feline or prior to shipping as agreed to by Seller and Buyer.

VII. Additional Expenses

The Buyer shall pay transportation expenses for delivery of the Feline to places outside of the Nassau County, New York area. Expenses may include, but are not limited to: airline fees, a veterinary examination and state health certificate as required by an airline, and an airline approved carrier. Delivery shall be made at a time and place agreeable to both parties. If the Feline is being shipped by air or another method of transportation and the airline or other transportation carrier will not accept live animals because of severe weather conditions at either the point of departure or arrival, delivery will be made as soon as possible following clearance by the airline or other transportation carrier at a time agreeable to both parties. Seller reserves the right to delay delivery due to unfavorable or severe weather as determined by Seller in Seller's sole discretion.. (The Feline's health and well-being is of primary concern.

VIII. On or before the date of delivery, Seller shall provide Buyer with a vaccination record for the Feline and dietary/care recommendations.

IX. Health & Living Circumstances of the Feline

1) Seller represents and warrants that (a) the Feline is healthy at the time of sale, immunized as shown in the vaccination record, and is free from internal and external parasites and (b) the Feline has not been exposed to FeLV at the time of purchase. If the FIP or Fungus vaccination is given to the Feline, all warranties shall be null and void.

2) Buyer agrees to have the Feline examined by a licensed veterinarian within five (5) business days of pickup and/or delivery of the Feline and to obtain a written certification from such licensed veterinarian as to the health of the Feline. Buyer shall send a copy of the certification from the licensed veterinarian to Seller with five (5) business days of the examination at Seller's address set forth in Section II of the Agreement.

X. Buyer agrees that this Feline is out of PKD negative parents. If the Feline is found to suffer from any hereditary or congenital defect which is life threatening or injurious to health within its first five (5) years, provided Seller is still breeding cats, the Feline shall be replaced by Seller with another Feline of equal quality. Buyer agrees that should the Feline be found to suffer from any hereditary or congenital defect, Seller shall be advised immediately. Failure to notify Seller within 14 days of the initial diagnosis shall render this guarantee null and void. Buyer is required to deliver written proof of veterinary diagnosis to Seller. This guarantee is limited to replacement of the Feline, and shall not cover veterinary fees or other expenses. Other than hereditary or congenital defects, no guarantee is made on the Feline's future health.

XI. Spay/Neuter Agreement

Buyer agrees to spay/neuter this Feline if the Feline has not been spayed/neutered before delivery to Buyer. Upon providing written proof to Seller that the Feline has been spayed/neutered, Seller will deliver the Feline's registration papers to Buyer. Buyer shall not breed the Feline or put the Feline to stud. It is the intent of Seller and Buyer that no rights to breed the Feline or put the Feline to stud are being granted to Buyer under this Agreement. Failure of Buyer to spay/neuter the Feline and use or threatened use of the Feline by Buyer for

breeding shall be considered a material breach of this Agreement entitling Seller to liquidated damages of \$2500. In addition, Seller shall be entitled, in addition to any other right and remedy available to Seller, to an injunction restraining such use or threatened use of the Feline for breeding, and Buyer hereby consents to the issuance of such injunction. Buyer agrees that the provisions of the Section XI are necessary and reasonable to protect Seller in the conduct of Seller's business. If any restriction contained in this Section XI shall be deemed to be invalid, illegal, or unenforceable, then the court making such determination shall have the right to reduce the provisions hereof, and in its reduce form such restriction shall then be enforceable in the manner contemplated hereby.

XII. Return Policy

If, for any reason, within seven (7) days of receipt of the Feline Buyer is not satisfied with the quality or condition of the Feline, Buyer may return the Feline to Seller for a full refund, provided the following conditions are met:

- 1) Buyer must notify Seller of the decision to return the Feline within the 7-day period.
- 2) Buyer must have kept the Feline isolated from any contact with other animals or animal environments, or, if the Feline has not been isolated, Buyer must have FeLV and FIV testing done before the Feline is returned, at Buyer's expense. If the Feline is returned to Seller in a condition at least equal to that in which Buyer received the Feline, Seller will refund the purchase price of the Feline less any actual expenses incurred by Seller in connection with the return of the Feline including, without limitation, transportation expenses..

XIII. Care of Feline by Buyer

- 1) Buyer shall not declaw the Feline without receiving Seller's prior written consent..
- 2) Buyer shall not allow the Feline to roam outdoors or come into contact with animals of questionable health. Buyer acknowledges and agrees that this Feline is being sold as an exclusively indoor cat. Buyer covenants and agrees that under no circumstances will Feline to be allowed outside to freely roam
- 3) Buyer agrees to keep the Feline well-nourished, clean, healthy, well-nourished, free of parasites, and free of stress and harassment. Buyer shall maintain annual vaccinations and provide for the best possible care for the duration of the Feline's life.
- 4) If this Feline is found to be neglected or mistreated, Buyer will surrender said Feline to Seller unconditionally.

XIV. Ownership/Reselling

Buyer acknowledges that by purchasing the Feline, Buyer is agreeing to provide a lifetime home for the Feline. Buyer agrees not to sell, lease, abandon, donate or give e Feline to any pet shop, research facility, animal shelter or similar facilities, for either resale or test purposes. Seller hereby retains the first right of refusal in the case of any proposed sale, lease, abandonment, donation or gift of the Feline and will assist Buyer to find a suitable permanent home for the Feline if it becomes impossible for Buyer to keep the Feline or for any other reason.

XV. Disputes/Court Action

It is mutually understood that failure to comply with any provision of this Agreement may detrimentally affect the reputation and business of Blueberry Hill Persians. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and entirely to be performed therein. In any action, suit or proceeding Buyer shall be liable for all reasonable out-of-pocket costs and expenses of enforcement incurred by Seller, including, without limitation reasonable attorneys' fees and disbursements. The Parties hereto agree that a final judgment in any such

action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Should any one or more of the provisions of the Agreement, or the applicability of such provisions to a specific situation be held invalid or unenforceable, then such provision shall be modified to the minimum extent necessary to make it or its application valid or enforceable, and the validity and enforceability of all other provisions of the Agreement and all other applications of such provisions shall not be affected thereby.

XVI. Term

The agreements and covenants set forth in Sections XI, XIII, XIV, XV, XVII and this Section XVI shall survive throughout the life of the Feline.

XVII. In as much as the below signed Buyer has read and understood the terms and restrictions of the sale and understands that this document is a legal and binding agreement, enforceable within the confines of this United States of America and that the costs incurred in any litigation for Seller are within the accepted responsibilities of Buyer, this Agreement is a legal and effectual and enforceable document within and by all of the boundaries of this United States and Canada.

XVIII. **The signatures below indicate a full agreement and approval of the terms of this agreement.**

BUYER

Signature: _____ Date: _____

SELLER

Signature: _____ Date: _____