

Minnesota Sphynx AZ Animal Contract:

Effective September 1, 2017

WWW.MINNESOTASPHYNX.COM

MINNESOTASPHYNX@GMAIL.COM

Buyer/Purchaser

Name: _____

Address (w/City & State): _____

Phone: (_____) _____

Email: _____

New Veterinarian Information: _____

Description of Cat / Kitten

Breed(circle): Sphynx / Elf / Dwelf / Bambino

Name (in Breeder's records): _____

Color: _____ DOB: _____

Microchip # _____ Sex: Male \ Female

Sire: _____

Dam: _____

Quality(circle): Altered, Show or Breeding

Price: \$ _____ + Air Fare /Other: \$ _____ Total: \$ _____

Deposit: \$ _____ Date paid: _____ Paid Via: _____

Date balance paid: _____ Paid Via: _____

To The Buyer:

Minnesota Sphynx Cattery requires a non-refundable deposit to reserve/claim a kitten/cat. This deposit will go towards the total agreed upon purchased price. Minnesota Sphynx Cattery, Donna Bennett, hereinafter will be referred to as "Seller" or "Breeder" and all registered kittens/cats will carry the Minnesota Sphynx name. This kitten/cat sales contract entered into on _____ (date) between Donna Bennett_(breeder) and

_____ (buyer).

Terms & Conditions

(1) The purchase price of the above kitten/cat is US \$_____, and includes a \$500 non-refundable deposit (due upon reservation of a specific kitten/cat). If purchase price is less than \$500, then the full purchase price is due upon reservation of a specific kitten/cat. Balance, plus any shipping fees, shall be paid in full by kitten's 10 week birthday, or 1 week prior (minimum) to the date shipping is booked, whichever is sooner. Shipping will not be scheduled until full payment is received. If the kitten/cat is not picked up within the date options given by the breeder, and other arrangements have not been made, the buyer forfeits any money paid to the breeder, and the breeder is then free to resell the kitten/cat. If buyer needs cat/kitten to stay with the breeder after the given dates, a boarding fee of \$20 per day will be charged. All shipping, insurance, airline carrier charges and health certificate costs shall be paid by the buyer. It is the responsibility of the buyer to purchase insurance and/or file a claim with the courier if the kitten/cat is lost, stolen, damaged, delayed or the transport resulted in the mortality or illness of the kitten/cat.

If the buyer has placed a deposit, and does not want a kitten from the current litter, they have the option to either wait and be placed at the top of MN Sphynx's next litter, or forfeit their deposit. However, if there are available kittens, but Buyer still chooses to wait to choose a kitten from a future litter, they will be subject to any new pricing. If Buyer chooses a specific kitten, and later wants to switch or pick a different kitten, a \$250 charge will be applied for every 2 weeks the kitten was deemed 'sold/reserved' to remedy missed adoption opportunities.

(2) Health Guarantee: This kitten is guaranteed of sound health upon pickup, and for a period of 72 hours thereafter if vetted within that time. It is recommended that the new kitten be quarantined from other animals, at minimum, during that 72-hour period. Buyer can and should, at their cost, take kitten/cat to a licensed veterinarian that is experienced with hairless breeds for a full exam within the 72 hour period. Breeder is not responsible for vet bills after this period, unless Breeder is notified of an issue within the covered period, and only if vet bills are for covered issues. The purchaser is responsible to notify the breeder immediately of any adverse findings. Failure to have the animal checked by a licensed veterinarian within 72 hours will void the 72-hour guarantee. This kitten is guaranteed against life-threatening congenital defects, not including hypertrophic cardiomyopathy, until the age of twenty four (24) months. This kitten is guaranteed against hypertrophic cardiomyopathy (HCM) until the age of eighteen (18) months. If the kitten/cat has been determined by a licensed veterinarian to have a fatal illness or life-threatening defect, or to have HCM, as determined by an echo-cardiogram from a cardiologist before it reaches the covered age, Buyer can return said cat/kitten, and Breeder will replace kitten with a new kitten of equal value when one becomes available, OR Buyer can choose to keep the kitten/cat and receive a partial refund according to the following schedule: Kitten age 0-10 months = 40% of purchase price; 11-17 months = 35% of purchase price; 18-24 months = 25% of purchase price. The breeder does have the right to have second opinion by a vet of his/her choice, at the cost of the breeder. However, all transportation and all other veterinary costs are the responsibility of the buyer.

After leaving Breeder's residence, the breeder cannot be held accountable for future diagnosis of FELV/FIP, FHV, any other bacterial or viral infections/diseases, Giardia, parasites, or fungus, due to the fact that they can be contracted anywhere in the environment after leaving Minnesota Sphynx Cattery. Buyer accepts all responsibility for protecting kitten/cat from said diseases, illnesses, parasites and fungi. If the kitten should die before the age of twenty four (24) months, and Buyer believes the cause to be congenital, Buyer must notify Minnesota Sphynx immediately, and then furnish a Feline Necropsy report with lab findings indicating cause of death. If Necropsy findings indicate cause of death was directly linked to congenital defect, Breeder will replace the kitten when another becomes available. Purchaser is responsible for any shipping costs involved. If the breeder cannot replace with a new kitten within one year, Breeder will refund to the buyer the price of kitten only, according to the following schedule: Kitten age 0-10 months = 100% of purchase price; 11-17 months = 75% of purchase price; 18-24 months = 65% of purchase price.

(3) Vet Care: The breeder will have completed age-appropriate vaccinations and worming, according to the breeder's vaccination schedule, prior to the kitten/cat leaving, but it is the buyer's responsibility to keep the kitten/cat up to date with vaccines, according to the schedule in the Kitten Health Record, and to have a health check performed by a licensed veterinarian at least every year. All kittens/cats will continue to be vaccinated according to the custom Vaccine Schedule outlined on the Health Record given with the kitten at delivery/pickup. Failure to do so shall be considered a breach of contract. All Minnesota Sphynx breeder cats have been tested for, and found to NOT have, FeLV or FIV Virus, and thus, the administration of FeLV and FIV vaccinations is not advised. The administration of the FIP vaccine is also not advised! If the kitten is vaccinated against FIP, the health guarantee in this contract is null and void. The breeder does not warranty the kitten/cat against any adverse reactions to future vaccinations.

Minnesota Sphynx highly recommends an echo-cardiogram as HCM screening yearly, beginning at one (1) year of age, and then every six (6) months beginning at age seven (7).

- (4) When purchasing a cat/kitten without rights, it will be spayed/neutered prior to leaving, When purchasing a retired adult, no registration papers will be given to new owners.

The responsibility and costs of altering this cat/kitten is as follows: if purchased as pet, then Breeder is responsible; if purchased as show, Buyer is responsible (as outlined in attached Showing Rights Addendum); if purchased as breeding, Buyer is responsible (as outlined in attached Showing Rights Addendum). I understand that, unless specified at the top of this contract, I do NOT have the right to breed this kitten. Showing rights do not authorize right to breeding. Any breach of this contract will result in the breeder taking immediate possession of said kitten/cat, along with any offspring or the breeder being owed any money received from the selling/rehoming/adopting of any of said cat's offspring at any time.

(A) If the kitten/cat is sold as a show cat, we cannot guarantee their performance in the show ring or how they will develop as they grow or even if they will tolerate it. Although, some cats are show quality, not all cats enjoy that environment. Receiving showing rights from breeder does NOT authorize right to breed.

- (5) It is understood that degrees of hairlessness in Sphynx and Sphynx-hybrid breeds vary from cat to cat, and that no Sphynx or Sphynx-hybrid is completely hairless. It is understood that hormones, climate change, genetics and even diet play an important role in hairlessness. It is possible the above kitten/cat could develop or lose some hair at any time. It is also impossible to guarantee that this kitten/cat will not grow some hair at some point in the future.
- (6) The buyers accept responsibility to care for this kitten/cat *properly* for it's entire life. Please be sure your selected vet has thorough experience with hairless breeds - Certain characteristics of these breeds are different from other cats, and they should be familiar with their specific needs. This kitten/cat must be given high-quality fresh food (cats are carnivores, not omnivores - their systems are made to digest a diet of mostly meat), clean water, and proper medical treatment as needed, including yearly check-ups, vaccinations and wormings according to the custom Vaccine Schedule outlined on the Health Record. It shall be kept indoors, as part of the family, and never caged. **It will NOT be declawed.** Declawing your kitten/cat is not only a breach of contract, but will also result in the buyer being charged with animal cruelty. Under no circumstances will the kitten/cat be sold, leased or given to any pet store or surrendered to any shelter/humane society/rescue/research lab, etc.
- (7) If Buyer ever needs to/wishes to rehome/sell the kitten/cat, for ANY reason, Breeder MUST be notified and given First Right of Refusal; which will be no more than 25% of the original purchase price, not including shipping or travel charges. The kitten/cat's complete medical record must accompany returned kitten/cat. If no record is given, or if care and/or vaccinations were not kept current, no refund will be given. If kitten/cat is rehomed/sold without being offered to MN Sphynx, Purchaser will be charged a penalty fee of \$5,000. If Buyer can no longer properly care for this kitten/cat, or conditions at the kitten/cat's home become unacceptable, as determined by Breeder, it is considered a breach of this contract, and the kitten/cat shall be returned to Breeder immediately. Breeder has the right to 'check-up' on any kitten or cat purchased from Minnesota Sphynx Cattery, including requesting veterinary records, and contacting the kitten/cat's current and past veterinarians for health records. Breeder has the conditional right to reclaim kitten/cat without refunds of purchase price for any breach of this contract. Breach of this contract will have a penalty fee, which is, at minimum, the purchase price of the above kitten/cat.
- (8) If Buyer moves or gets a new address, Buyer shall notify the breeder of their new information ASAP, but no later than 3 months after the move.
- (9) Buyer is bound by all conditions set forth in this contract. By placing a deposit or purchasing/adopting a kitten or cat from Minnesota Sphynx, Buyer acknowledges that he/she has read, understands, and agrees to ALL of the terms and conditions in this contract. Any legal action which may arise under the terms of this contract, will be enforced in Pinal County, AZ, USA. Buyer shall be liable for any court and/or lawyer costs and related charges, including attorney's fees, associated with the breeder enforcing the terms of this contract. The laws of the state of Arizona shall be controlling. A STATEMENT OF ARIZONA LAW GOVERNING THE SALE OF DOGS AND CATS -The sale of dogs and cats is subject to consumer protection regulations. Arizona law also provides safeguards to protect pet dealers and animal purchasers. Attached is a copy of Arizona Revised Statute Title 44 Chapter 11 Article 17. Contained within this law is a statement of your consumer rights. § 44-1799.02 Information statement; purchaser rights; notice. A. At the time of sale, each pet dealer shall give the purchaser of a cat or dog a written statement that contains the following information: 1. The date of the animal's birth, if known, the state in which the animal was born, if known, and the date the pet dealer received the animal. 2. The immunizations and deworming treatments that have been administered to the animal as of the time of sale, if known, including the dates of administration and the type and brand of vaccine or deworming treatment. 3. The breed, sex, color and other identifying marks apparent at the time of sale. If the animal is from a source that is licensed by the United States department of agriculture, the individual identifying tag, tattoo or color number for the animal shall be included. If the breed is unknown or mixed, this fact shall be stated. 4. Any veterinary treatment or medication that the animal received while in the possession

of the pet dealer and either of the following: (a) A statement signed by the pet dealer and the purchaser at the time of sale that contains all of the following: (i) A statement that a veterinarian examined the animal and the animal has no apparent disease or illness. (ii) A statement that a veterinarian examined the animal and at the time of the examination the animal had no apparent congenital or hereditary condition that would adversely affect the health of the animal at the time of sale or that is likely to adversely affect the health of the animal in the future. (b) A record of any known disease or illness or any hereditary or congenital condition that adversely affects the health of the animal at the time of sale or that is likely to adversely affect the health of the animal in the future. The record shall include a statement that is signed by a veterinarian who is licensed pursuant to title 32, chapter 21, that recommends necessary treatment, if any, and that verifies that the disease, illness or condition does not require hospitalization or nonelective surgical procedures and is not likely to require hospitalization or nonelective surgical procedures in the future. A veterinarian's statement is not required for intestinal or external parasites. The pet dealer and the purchaser shall sign the statement required by this subdivision. B. The purchaser shall acknowledge in writing that the purchaser has received the information required by subsection A. C. In addition to information required to be given to a purchaser pursuant to subsection A, at the time of sale and on request of the purchaser, a pet dealer that sells a cat or dog shall provide the prospective purchaser with written notice of the purchaser's rights. The notice shall be a legible copy of this article. D. A pet dealer shall post the following notice within close proximity of the cages or enclosures in which cats or dogs are offered for sale: Pursuant to title 44, chapter 11, article 17, Arizona Revised Statutes, information on the source of the cat or dog and any veterinary treatment received by the cat or dog is available for review. You are entitled to a copy of the law describing your rights as a consumer. § 44-1799.05 Purchaser remedies for sale of unfit cats or dogs; requirements; exceptions. A. A cat or dog that is purchased from a pet dealer is considered to be unfit for sale if either of the following applies: 1. Within fifteen days after the purchaser takes possession of the animal, a veterinarian who is licensed pursuant to title 32, chapter 21, states in writing that in the veterinarian's opinion the cat or dog has become ill or otherwise symptomatic due to any illness, injury or other defect that existed in the animal before the purchaser took possession of the animal. 2. Within sixty days after the purchaser takes possession of the animal, a veterinarian who is licensed pursuant to title 32, chapter 21 states in writing that the animal has a congenital or hereditary condition that adversely affects the health of the animal or that requires or is likely to require hospitalization or nonelective surgical procedures. B. The veterinary statement that is required pursuant to subsection A shall contain the following information: 1. The purchaser's name and address. 2. The date or dates on which the cat or dog was examined. 3. The type, breed and age of the cat or dog, if known. 4. A verification that the veterinarian examined the cat or dog. 5. A statement that the cat or dog had an illness or congenital or hereditary problem that rendered the cat or dog unfit for sale or that resulted in the cat's or dog's death. 6. The findings of the examination or necropsy, including laboratory results or copies of laboratory reports. C. If a cat or dog is unfit for sale pursuant to subsection A, the purchaser may elect one of the following remedies: 1. Return the animal to the pet dealer for a refund of the purchase price, including transaction privilege, sales or similar excise tax. 2. If a replacement animal is available, exchange the animal for an animal of the same species and of equivalent value and receive reimbursement for reasonable veterinary fees for diagnosis and treatment in an amount of not more than the original purchase price of the animal, including transaction privilege, sales or similar excise tax. 3. Retain the animal and receive reimbursement from the pet dealer for reasonable veterinary fees for diagnosis and treatment in an amount of not more than the original purchase price of the animal, including transaction privilege, sales or similar excise tax. D. The purchaser shall comply with all of the following requirements to obtain the remedies available under this section: 1. Notify the pet dealer in writing that the cat or dog has a medical or health problem, including a congenital or hereditary condition, within five days after a veterinarian who is licensed pursuant to title 32, chapter 21 diagnoses the problem. The purchaser shall provide the pet dealer with the veterinarian's name and telephone number. 2. If the cat or dog is ill or injured or has a congenital or hereditary condition, offer to present the cat or dog to the pet dealer, together with copies of all records that are available to the purchaser regarding the cat's or dog's diagnosis and condition. 3. If the cat or dog dies within fifteen days of the purchase, give the pet dealer the veterinarian's written statement that the cat or dog died from an illness that existed on or before the purchaser took possession of the cat or dog. The presentation of the written statement is sufficient proof to claim reimbursement or replacement pursuant to this section. The purchaser is not required to return the dead cat or dog to the pet dealer. E. If a cat or dog was unfit for sale and has died or was euthanized by a veterinarian who is licensed pursuant to title 32, chapter 21, the pet dealer shall refund to the purchaser the purchase price, including transaction privilege, sales or similar excise tax. F. If the purchaser is requesting a refund for reasonable veterinary expenses, an itemized bill of fees shall accompany the veterinarian statement required pursuant to subsection A. The itemized bill shall include fees for examination, diagnosis and treatment. G. Unless the pet dealer contests the demand for remedies, the pet dealer shall pay refunds and shall reimburse veterinary expenses within thirty days after receiving the veterinarian's statement or, if applicable, within thirty days after the date on which the cat or dog is returned to the pet dealer. H. The purchaser shall not be reimbursed for the purchase price or veterinary fees if any of the following applies: 1. The cat's or dog's illness or death resulted from maltreatment or neglect or from an injury that the cat or dog sustained after the purchaser took possession of the cat or dog. 2. The purchaser failed to carry out the recommended treatment prescribed by

the veterinarian who made the initial diagnosis. This paragraph does not apply if the cost of the treatment together with the veterinarian's fees would exceed the purchase price of the cat or dog, including transaction privilege, sales or similar excise tax. 3. At the time of sale, the purchaser received the veterinary statement pursuant to subsection A and the statement disclosed the disease, illness or condition for which the purchaser seeks to return the cat or dog. 4. The purchaser refuses to return to the pet dealer all of the documents that were provided to the purchaser for the purpose of registering the cat or dog. I. The value of veterinary medical services is deemed to be reasonable if the services rendered are appropriate for the diagnosis and treatment of an illness or congenital or hereditary condition and are comparable to the value of similar services rendered by other licensed veterinarians.

(10) This contract is legally binding, and enforceable for any and all kittens or cats purchased, adopted, or fostered through Minnesota Sphynx, whether or not the Buyer has physically signed the contract. By placing a deposit or purchasing/adopting a kitten or cat from Minnesota Sphynx, Buyer acknowledges that he/she has read, understands, and agrees to ALL of the terms and conditions in this contract. A copy of this contract is available on our website, or via postal mail or email upon request, and available at pickup. All responsibility to familiarize and understand all aspects of this contract falls upon the Buyer, and 'Insufficient/No Knowledge' is not a defense for deviating from the terms of this contract. Breeder's signature and date below indicates the date this contract came into effect; otherwise this agreement is considered effective the date Buyer physically acquires kitten/cat, with or without Buyer's signature. There are NO other conditions or guarantees, verbal or implied, and no verbal deviations or additions are valid. No other warranties or guarantees are provided, other than those specifically outlined in this contract, or those added on a formal, written addendum that has been signed and dated by both Buyer and Breeder.

I certify, as buyer of the animal described in this Animal Contract, that I agree to all terms and conditions described in this Animal Contract, release all future veterinary/vet/medical records for this animal, have received or was offered a Health Record, which indicates all information required by subsection A, a copy of title 44, chapter 11, article 17, Arizona Revised Statutes, and that the described animal shows no current signs of infectious or contagious diseases, and have been informed that this animal:

- Has no known health issues; or
- Has health issues as described by attached veterinarian statement

Buyer(s): _____ Date: _____

(Not Required)

Breeder: _____ Date: _____