

**Kitten/Cat Purchase Agreement & Guarantee**

This agreement (“**Agreement**”), dated as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), is between Shadowborn Sphynx (“**Breeder**”), and \_\_\_\_\_ (“**Buyer**”). The subject of this Agreement is the below-described kitten/cat (“**kitten/cat**”).

- **REGISTERED NAME:** \_\_\_\_\_
- **CALL NAME:** \_\_\_\_\_
- **SEX:** \_\_\_\_\_
- **DATE OF BIRTH:** \_\_\_\_\_
- **MICROCHIP #:** \_\_\_\_\_
- **SIRE:** \_\_\_\_\_
- **DAM:** \_\_\_\_\_

The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable deposit of \$ \_\_\_\_\_ (“**Deposit**”) shall be due and paid to Breeder upon execution of this Agreement. The Deposit shall be applied to the final Purchase Price (defined below) Buyer acknowledges that the Deposit is non-refundable in all circumstances. However, the deposit is transferable to another kitten/cat.
  
2. **Purchase Price.** The full purchase price of \$ \_\_\_\_\_ (“**Purchase Price**”) is agreed with the balance due in full upon Buyer’s pickup of the kitten/cat. Any shipping expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via cash, Venmo, or Zelle
  
3. **Breeder’s Obligations.** Breeder represents and warrants the following:
  - a. Ownership. Breeder is the lawful owner of the kitten/cat and has the right to transfer ownership of the kitten/cat to Buyer. Ownership of the kitten/cat will be transferred to Buyer upon Buyer’s payment of the full Purchase Price.
  
  - b. State of Health; Short-Term Health Warranty. The kitten/cat (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the kitten/cat examined by a licensed veterinarian within 72 hours of receiving the kitten/cat (the “**Examination Period**”) for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the kitten/cat to be unhealthy or unfit for sale, the kitten/cat may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the kitten/cat “unfit for purchase”, which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer’s ill-treatment, abuse or neglect, (y) any health issues that result from the kitten/cat’s transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses, UTIs, vaginitis or umbilical hernias.
  
  - c. Long-Term Health Warranty. Breeder provides a one-year warranty from the kitten/cat’s date of birth against any debilitating congenital conditions. For purposes of this section, “debilitating

congenital conditions” (i) include Hypertrophic Cardiomyopathy (HCM)- (The breeder certifies that both parents of the kitten were screened by a board-certified veterinary cardiologist and found to be free of HCM at the time of breeding. Due to the genetic complexity and variable onset of HCM, this health warranty does not cover late-onset or idiopathic HCM cases that arise after the one-year warranty period), Congenital heart defects (such as aortic stenosis) and Liver shunt (Portosystemic shunt) and (ii) expressly do not include: Mild heart murmurs not linked to a congenital condition, Feline Infectious Peritonitis (FIP), as it is influenced by multiple environmental and genetic factors beyond the breeder’s control, Umbilical hernias, Cosmetic issues (e.g., kinked tail, small size) and Conditions caused by neglect, injury, environmental exposures, or improper care. In the event the kitten/cat exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. The breeder will be given the opportunity to take the kitten/cat to a licensed veterinarian of the Breeder’s choice for examination.

- d. Alteration Status. Buyer acknowledges that the kitten has been altered (spayed or neutered) by a licensed veterinarian prior to transfer of ownership. The health guarantee provided herein assumes no additional surgical or hormonal procedures will be undertaken that may impact the kitten’s long-term health.

Returns/Refunds. If it is determined by a licensed veterinarian that the kitten/cat has a disorder that is identified within the warranty periods described above, the Buyer may keep the kitten/cat and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase Price amount). Alternatively, the kitten/cat may be returned at the buyer's expense, and a refund will be issued. Buyer shall be solely responsible for any and all transportation, shipping, or courier costs associated with returning the kitten/cat to Breeder under this Agreement.

No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the kitten/cat is sold and delivered in an “as is” condition, except as expressly and specifically set forth herein.

**4. Buyer’s Obligations.** Buyer agrees to the following:

- a. Proper Care. Buyer will provide good and proper care for the kitten/cat. Such care includes providing **adequate indoor housing** and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the kitten/cat’s lifetime, including but not limited to routine vaccinations and/or titers to maintain the kitten/cat’s immunity to common feline diseases.
- b. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.
- c. Sale Prohibition. Buyer is not acting as an agent in the purchase of the kitten/cat. Buyer agrees that the kitten/cat, shall not be used for purposes of vivisection or research. Buyer also agrees that the kitten/cat, shall not be sold.
- d. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the kitten/cat (including upon Buyer’s death or incapacity), at Breeder’s sole election, the kitten shall be (a) returned to Breeder together with duly executed documentation transferring Buyer’s ownership

interest in the kitten/cat to Breeder or (b) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer. If, following receipt, Breeder decides to rehome the kitten/cat, Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the kitten/cat's original Purchase Price, depending upon the age, training, and condition of the kitten/cat. Any transportation or relocation of the kitten/cat required as part of the return or rehoming process under this section shall be arranged and paid for by Buyer, unless otherwise agreed in writing by Breeder.

- e. No Transfer Outside of the United States. Buyer further agrees that the kitten/cat will not be sold to anyone residing outside of the United States without Breeder's prior written approval.
  - f. Breach by Buyer. Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.
5. **Remedy for Mistreatment.** If the Breeder feels the kitten/cat is not getting proper care and treatment, Breeder has the right to have the kitten/cat examined by a licensed veterinarian. If such veterinarian finds the kitten/cat to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the kitten/cat and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the kitten/cat in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.
6. **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
7. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the conflicts of laws provisions thereof.
8. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**IN WITNESS WHEREOF**, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

**BREEDER:**

**BUYER:**

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Address:  
  
Email:  
Phone :

