**O’Cairns Cats Balinese Royale: Kitten Sale Contract**

**Breeder: Tory O’Cairns**

**Phone Number: (949)813-7181**

**E-mail:** **tocairns@gmail.com**

**Facebook: Balinese Royale**

**Instagram: @balinesekittens**

**Buyers Name: .**

**Buyer’s Phone Number: .**

**Buyer’s E-mail Address: .**

**Buyer’s Address: City: .**

**State: Zip Code: .**

**Kitten Temporary Name: .**

**Birth Date: .**

**Gender: . Color Point: .**

**Sire: .**

**Dam: /**

**Health Guarantees Clause:** The seller/breeder is selling this kitten in good faith as a healthy and well cared for animal. Seller guarantees this cat to be free from feline leukemia virus (FeLV), and feline immunodeficiency virus (FIV). The seller guarantees that the kitten has been routinely seen by their veterinarian (Michael W. Harris, DVM of Lompoc Veterinary Clinic) for examinations, vaccinations, and microchip insertion and have been determined to be healthy while they have been raised until the time of adoption by their new owner. The kitten is guaranteed to be of sound health upon delivery or arrival for a period of 1 week. The buyer is encouraged to have the kitten examined by a licensed veterinarian of the buyer's preference within 1 wee of the date of sale, or the date that the kitten leaves Balinese Royale. If found to be unhealthy and not of pet quality, it may be returned to the seller at buyers expense (buyer will be responsible for any transportation fees.) After the animal is received by the seller, a replacement kitten will be provided from a different litter within six months to one year. Written proof will be required by the licensed veterinarian that determined the animal to be unfit/unhealthy as a pet. Buyer shall be responsible for all veterinary and other professional expenses incurred on behalf of the kitten. Balinese Royale does not refund veterinary expenses, nor is it responsible for veterinary expenses. After this 1 week period, the seller makes no guarantee to the health/suitability of this kitten/ with the following exception: If the kitten sold in this agreement dies from a genetic/hereditary/congenital defect within a period of 2 years from the date of sale (Proven by a necropsy done by a licensed veterinarian) then the seller will replace the kitten with another kitten from a different litter within six months to one year. This will only be acceptable if the buyers veterinarian has provided proof of any medical issues deeming the animal unsuitable as a pet and provides proof of death and reason for death directly caused by a congenital or hereditary reason. The seller reserves the right to replace the kitten with another kitten, or to issue a cash refund in lieu of a kitten replacement. The seller shall at no time and under no circumstances be liable for more than that of the replacement of the kitten. It is strongly recommended that the kittens be quarantined from other pets for at least 30 days. Seller cannot be responsible if the kitten becomes ill as a result of a virus contracted from another animal not from Balinese Royale at any time. Be aware that the stress induced to an animal when going to a new home may cause symptoms of illness to appear in an otherwise healthy animal. Buyer agrees to have this animal examined by a licensed veterinarian of the Buyer's choice and at the Buyer's expense within 72 hours of purchase, for the sole purpose of confirming the kittens health condition. If the kitten is not taken to buyer's preferred licensed veterinarian within 1 week, all conditions of this health guarantee will be null and void. Kitten is guaranteed to leave Balinese Royale of sound health, with their vet record, and flea and tick free. All cats and kittens raised at Balinese Royale are raised entirely indoors and with optimal nutrition and care. Balinese Royale will not issue monetary refunds or agree to cover vet bills at any time.

 **Veterinary Care:** The above kitten will leave current-vaccinated against feline distemper (FVRCP), and one kitten per litter is tested for FeLV and FIV as Negative, one kitten per litter has been tested with a Heartworm SNAP test, as well as every kitten has been examined by a licensed veterinarian (Michael W. Harris of Lompoc Veterinary Clinic) for confirmation of the kitten's health. Buyer accepts the responsibility of caring for the pet and to provide properly for their welfare. This includes keeping the pet indoors in a clean and appropriate environment, and providing it with proper nutrition, health care, and companionship. This also includes providing them with proper care by a licensed veterinarian. Due to possible side effects to certain vaccinations that may pose a health risk to our cats/kittens, we do not recommend immunization for FIP (Feline infectious peritonitis), nor for FeLV (Feline Leukemia), nor FIV (Feline Aids). If these vaccinations are implemented, then all health guarantees implied or specified will become null and void. The buyer has received or will receive a full veterinary record and all vaccinations and treatments that the kitten has received while at Balinese Royale.

 **Responsible Pet Ownership Care:** The buyer agrees to provide proper care to the kitten. This included proper housing, balanced and nutritious diet, clean water, parasite/protozoa control when needed. This also includes providing the pet with appropriate immunizations plus yearly boosters and prompt veterinary care for any illness or conditions requiring medication or surgery. The pet should be kept indoors and only allowed to venture outdoors in an enclosed setting to safeguard their immune health and physical safety. The buyer agrees that this cat will at no time be sold, leased, or given to any pet shop, animal dealer, animal research facility, animal shelter, or to anyone who has ever been convicted of neglect of or cruelty to an animal, nor shall it ever be abandoned. It is our intention that the cat is being sold to the buyer as their permanent placement. If at any time the buyer becomes unable to care for this pet, the seller is given the right to first refusal. If the seller does not receive the pet, it is the responsibility of the buyer to place the pet in a home that will meet the same conditions of this contract. Your kitten has been fed Life's Abundance Kitten food, with dry food and clean water always available and wet, canned food every other day. (Blue Buffalo Kitten wet food.) They have been litter trained and use Dr. Elsey's Kitten Attract litter. Any changes in diet or litter to the buyers preference should be done slowly as to ensure the kitten does not experience stress or diarrhea. Your kitten has been raised knowing a lot of love and attention. They need a generous amount of kind human interaction and attention. They also will need a generous amount of playtime and space to exercise. It is essential that they are provided with toys and activities for them to exercise their mind and bodies. It is also recommended that they are provided with a scratching post. Your kitten has been raised around children who have been taught to properly handle them under adult supervision. We recommend that adult supervision is always available when young children are handling animals. Your animal should not be caged with the exception of short-term confinement if necessary.

**Agreement to spay or neuter:** Your kitten is being sold as a companion pet and not for breeding purposes. They do not come with the paperwork that releases their breeding rights. Breeding rights can only be released to licensed breeders with registered catteries and come with an additional charge and background screening. We recommend having your kitten fixed in accordance with the recommended guidelines of your veterinarian. Health conditions and behavioral problems can arise from a kitten that is left un-spayed or un-neutered who is not an appropriately monitored breeding cat.

**Legal Privacy Details:** It should be mutually agreed by both the seller and buyer that if there are any disputes pertaining to the sale of the animal(s) sold in this agreement that they be resolved out of court and with a fair understanding by both parties. Any disputes of claims must be kept confidentially between the two parties households and never expressed on social media or the world-wide-web. If any legal action is required to enforce the terms of this contract, such mentioned legal action will be brought forth in Santa Barbara County in the state of California. Buyer shall be liable for any court costs and related charges including attorney's fees associated with the seller enforcing the terms of the contract, or by the seller having to respond to any legal claims by the buyer. Seller encourages an open dialogue with the buyer. Seller encourages an open dialogue with the buyer. In signing this document, Buyer acknowledges that they have read, fully understands and agrees to all of the terms and conditions of the above sale agreement. Aware that this agreement of sale if for mutual benefit, we hereby affix our signatures.

**Buyer’s Name: Signature: Date: .**

**Seller’s Name: Signature: Date: .**