



Contract for Purchase of Kitten or Cat

Description of Kitten or Cat

Name _____ ("the Devon Rex").

Color _____

Sex: _____

Date of Birth _____

Date of Sale _____

Purchase Amount _____

Personal Information

Name of Purchaser (print): _____

Address: _____

Phone: _____ E--mail: _____

Name of Seller: Pacific Devon Rex c/o Kate Jordan

Address: PO Box 42010 Victoria BC V8R 6T4

E--mail: kate@PacificDevonRex.com

Phone: 250-589-4070

The purpose of this contract is to protect all parties: the purchaser, the seller, and the Devon Rex. We want the adoptive parent(s) and/or family to be completely happy with the new kitten and his or her transition to the new home.

Transitioning is easy for some kittens but more difficult for others, and Devon Rexs handle stress in various ways. If there are ANY issues please call us and we will provide you with all the help to make this time easier for the new parents and the kitten.

Terms of Contract

Deposit

A non-refundable deposit of \$750 is required for purchase of the Devon Rex is due with a signed copy of this agreement. Should the purchaser, after having paid the deposit, decide against purchasing the Devon Rex, the Purchaser forfeits the entire deposit. Further, this deposit is only refundable after the Seller has provided evidence of sterilization (see "Sterilization Obligation")

 **Initial** _____

Purchase Price

In consideration of \$_____ (excluding the deposit of \$750 which is related to the Sterilization Obligation) the Seller transfers all rights, privileges and responsibilities associated with the ownership of the Devon Rex to the Purchaser. The full purchase price is due in two instalments. The first instalment of \$_____ is due on or before _____. The balance including taxes is due on or before _____. Failure to make any of these purchase price payments by these dates will result in the Purchaser forfeiting both their right to the Devon Rex and their deposit and any payments made. A boarding fee of \$30 per day will be charged if the Devon Rex is not picked up by _____.

 **Initial** _____

Payment for the cat must be provided in the form of interac etransfer to **Kate@PacificDevonRex.com**. The payment shall be made in CAD currency. Please include your name and email address with this etransfer. The purchaser will pay all travel and shipping expenses.

 **Initial** _____

1. This Devon Rex is of pet quality. The Purchaser understands the Purchaser cannot show this Devon Rex and the Devon Rex is only being sold as a family companion. The Seller is not representing the Devon Rex is a show animal;
2. The Seller makes no representations or guarantees whatsoever as to the physical features, attributes, personality or temperament of the Devon Rex.
3. The Devon Rex is being sold without breeding rights. (see Sterilization Obligation)
4. The Seller has acted as a broker with this Devon Rex as this Devon Rex is not from one of our Queens.

 **Initial** _____

Seller Warranties

1. Seller warrants that she is the owner of and has good and lawful authority to sell the Devon Rex as of the effective date of this contract,
2. Seller warrants that to the best of their knowledge the Devon Rex is in good health at the time of sale.
 - a. If within one year of the effective date of this contract, the Devon Rex dies due to a fatal genetic defect is in the Devon Rex, the Seller offers a health guarantee:
 - i. The Buyer must maintain pet health insurance for the period of this health guarantee. Failure for the Buyer to have pet health insurance will void the Seller's health guarantee.
 - ii. Should the Devon Rex die at any time after possession and while this Health Guarantee is in force, a necropsy is required at purchasers' expense, the results to be given to directly to the seller in writing from the veterinary professional that performed the necropsy within 5 days of the necropsy. If the death of the Devon Rex is shown to have been as a result of the fatal genetic defect, at the Sellers discretion, the Seller may either replace the Devon Rex with a new kitten within one year of notification or refund the purchase price to the Purchaser.
 - iii. The Health Guarantee is void if:
 1. The illness, condition, or death resulted from maltreatment or neglect or from an injury sustained or an illness or condition contracted subsequent to the delivery of the Devon Rex to the purchaser.
 2. The Devon Rex is allowed outside of the Purchaser's home without direct supervision;
 3. The Devon Rex is given a FIP or FIV vaccination;
 4. The Devon Rex is given more than one standard vaccination at one vet visit (for example, yearly booster plus rabies)
 5. The Devon Rex is declawed without the Sellers prior written approval.
 - b. The Seller will provide purchaser with documentation of any vaccinations, deworming, and blood tests (Blood tests are requested separately at the purchaser's expense).
 - c. At the Purchaser's request, the Seller will provide Purchaser with a Health Certificate from a licensed Veterinarian at least 3 days before the scheduled pick-up of the Devon Rex. Costs of obtaining such a Health Certificate are to be paid by the requesting party prior to receiving the Devon Rex.
 - d. This guarantee covers genetic causes except for diseases such as FCoV (Feline Coronavirus), and FIP (Feline Infectious Peritonitis), which could be a combination of infection and individual predisposition, these diseases are NOT GENETIC and are specifically excluded. Diagnosing FIP is challenging. Despite the claims made by some laboratories and test manufacturers, there is currently no test that can distinguish between the harmless intestinal coronavirus and the deadly FIP coronavirus. A positive test may support the veterinarian's suspicions, but by itself is inconclusive. It means only that a cat has been exposed to and may be harboring a coronavirus. A negative test usually indicates that the cat is unlikely to have FIP.
 - e. A veterinary finding of parasites or Feline Upper Respiratory Infection (URI) shall not be grounds for declaring the animal unfit for sale.

Sterilization Obligation

Purchaser is acquiring this Devon Rex as a companion animal and not for breeding/show purposes. As such, it must be spayed/neutered no later than 9 months of age. The purchaser's veterinarian must directly provide the Seller with a signed certificate stating in writing the Devon Rex has been spayed or neutered. If the Seller does not receive notification from a registered veterinarian by the Devon Rex reaching 9 months of age, the Seller will notify the Purchaser that they are in breach of the Sterilization Obligation. If the Purchaser does not satisfy this Obligation within 10 days of the Seller issuing the notification, the Seller is entitled to:

- a. Retain the Purchaser's deposit; and
- b. At the Seller's option either:
 - a. Require the payment of an additional \$2,000 from the Purchaser. If this payment is not received 5 days of the demand, the Seller may commence legal action to receive payment and any and all costs associated with the collection of this payment.
 - b. Require the Purchaser to return the Devon Rex to the Seller. The Purchaser is responsible for the costs of returning the Devon Rex in healthy condition to the Seller. Further, the Seller may commence legal action to receive the Devon Rex and any and all costs associated with this will be the responsibility of the Purchaser.

 *Initial* _____

If the Devon Rex cannot be kept by the Purchaser, the Seller is to be immediately notified, and reserves the right of first refusal to reclaim this Devon Rex. In this case, the Seller shall not have to pay any fees to the person(s) returning the Devon Rex. **Breeder must approve/disapprove in writing any change in ownership to another person other than the original purchaser(s).**

In no event shall the Devon Rex be sold, leased, or given to any pet shop , research laboratory , or similar facility.

 *Initial* _____

The Purchaser MUST provide timely updates of address, phone, and current email data within 30 days of any changes. The Seller will also provide any change or update to personal data in the same fashion to the purchaser.



**Acknowledgement of Deposit Paid and
Acceptance of Contract**

Purchaser and Seller signatures that appear immediately below indicate that the Seller has received the deposit and the Purchaser has agreed to the terms of this contract. This document is a legally binding contract. In signing this document, the Purchaser acknowledges that he or she has read, fully understands, and agrees to ALL of the terms and conditions stated above.

Name of Purchaser (print): _____

Purchaser signature: _____

Date: _____

Name of Seller (print): Kate Jordan _____

Seller signature: _____

Date: _____

**Transfer of Ownership of the Devon Rex and
Receipt of Sale**

(to be completed on delivery of the Devon Rex)

Purchaser and Seller signatures that appear immediately below indicate that the Devon Rex has been sold and is now the property of the Purchaser. Purchaser acknowledges the Devon Rex is free from injury.

Name of Purchaser (print): _____

Signature of Purchaser: _____

Date: _____

Name of Seller (print): Kate Jordan _____

Signature of Seller: _____

Date: _____