



ADOPTION AND SALES AGREEMENT

This Adoption and Sales Agreement, dated this _____ day of _____, 20____, is by and between Sonya Erickson of Felisophic Felines, with an address of _____, telephone number: (480) 529-9478 and email address: felisophic@gmail.com ("Seller") and _____, with an address of _____, telephone number: _____, and email address: _____ ("Buyer").

For and in consideration of the sum of **\$2000.00**, received by Seller from Buyer, Seller hereby grants, sells, conveys and transfers the RagaMuffin cat described below to Buyer, and Seller and Buyer, intending to be legally bound, hereby agrees to all other terms and conditions contained herein.

Name of Cat:

Microchip #:

Sex:

Color:

DOB:

Name of Sire:

Name of Dam:

1. Buyer has the option of making payment with cash or PayPal. Seller acknowledges receipt of \$300.00 as a deposit for the cat (the "Deposit"). The Deposit shall be applied against the \$2000.00 adoption fee. If the cat is being transported via courier, the Buyer is responsible for the cost of transportation in addition to the above agreed upon sum. **Please note that the cat will not be released or shipped to the buyer unless payment has been received in full.**
2. This cat is being sold to the Buyer as an altered (spayed or neutered) pet.
3. The cat may not be sold, traded, leased or otherwise transferred to any pet shop, research laboratory, animal shelter, humane society or similar facility, for resale, adoption or test purposes. Buyer shall notify Seller immediately of any anticipated adoption of, gift or other transfer of the cat to any other person, and will not transfer ownership of this cat without notification to Seller. The Seller shall receive right of first refusal.
4. **Buyer agrees to have the cat examined by a licensed veterinarian within three (3) business days of pickup/delivery of the cat, and promptly notify Seller in writing, email or by phone call of the examination. Buyer also agrees to keep the cat isolated from all other pets before being examined by the veterinarian. If Buyer's veterinarian believes, as a result of the initial examination, that the cat has a serious health problem that will affect the life span or life enjoyment of the cat, and that the illness was present prior to sale, and a diagnosis of disease or defect (other than stress-induced minor upper respiratory infection or other stress induced ailments set forth in paragraph 6 below) is made, Buyer agrees to provide a written report to Seller, signed by the examining licensed veterinarian, including the diagnosis and all test results upon which the diagnosis is based. After the return of the cat to Seller, Seller will, at her option, refund the purchase price (excluding shipping or delivery), correct the health condition, or replace the animal with one of similar quality, if available,**

provided, however, that the cat is in the same mental and physical condition as when it was picked up by, or delivered to, Buyer. All expenses, including health certificates and shipping related expenses, related to return of the cat to Seller and delivery of a replacement cat shall be paid by Buyer. In no event will Seller be liable to reimburse Buyer's veterinary expenses. **FAILURE TO HAVE THE CAT EXAMINED BY A CERTIFIED VETERINARIAN WITHIN THREE BUSINESS DAYS OF RECEIVING THE CAT VOIDS ANY AND ALL HEALTH GUARANTEES, INCLUDING THE HEALTH GUARANTEE SET FORTH IN SECTION 12.**

5. Seller shall provide the Buyer with a CFA registration for the cat within 14 days of receiving payment in full. The Seller will also provide an ACFA registration application for the cat if applicable.
6. Buyer acknowledges and agrees that new cats may show signs of stress, as a result of going to a new home, including, but not limited to, sneezing, runny nose, watery eyes, diarrhea, vomiting or constipation.
7. Buyer shall provide for the best possible care, feeding and welfare of the cat for the duration of the cat's life. Buyer agrees that the cat will always receive prompt, high quality medical care. Buyer agrees to provide companionship for the cat and not leave the cat alone for long periods of time without human attention. Buyer agrees to provide the cat with exercise and to provide toys and affection. Buyer agrees not to cage this cat, except as may be necessitated for medical purposes on a temporary basis. **If, at any time in the cat's life, the Buyer should no longer be able to care for the cat in the way set forth by this provision, the Seller will accept the cat back into the Seller's cattery to facilitate rehoming. Surrender of the cat by the Buyer shall be unconditional and without compensation or reimbursement from the Seller and any registration of the cat by the Buyer shall be transferred to the Seller at the time of surrender.**
8. The cat is to be kept indoors unless in a protective carrier or on a harness under the control and supervision of Buyer. Buyer shall not allow the cat to roam outdoors.
9. The cat shall not be declawed under any circumstances.
10. If the cat is found to be neglected or mistreated, Buyer will surrender the cat to Seller, unconditionally and without compensation to Buyer, and shall reimburse Seller for all costs incurred by Seller to reclaim the cat, including without limitation, all legal costs incurred. In the event Seller reclaims the cat pursuant to this paragraph, and the registration of the cat has already been transferred to Buyer prior to the time the cat is reclaimed, Buyer shall transfer the registration back to Seller at the time Seller reclaims the cat.
11. Seller guarantees that at the time of sale, the cat has been immunized as shown in the vaccination record provided to Buyer. Seller represents that the cat has tested negative for FeLV and FIV prior to the date of sale. Buyer agrees to provide follow-up vaccinations in a timely manner.
12. The cat has a three (3) year guarantee against lethal genetic or congenital defects. Seller agrees to replace the cat in the event the cat dies within three years from the date of sale from any hereditary or congenital defect; provided that Buyer provides Seller with an autopsy report from a licensed veterinary pathologist stating unquestionably that the cat's death resulted from a genetic or congenital defect. The cat will be replaced with a cat of equal value, as available. Seller shall not be responsible for any veterinary expenses or shipping costs. Buyer understands and agrees that the three (3) year guarantee does not cover any condition stemming from Buyer's neglect, illnesses or accidents that the cat came into contact with while in Buyer's care, including, but not limited to, blood transfusions, vaccination reactions,

and death due to surgical procedures. Buyer understands and agrees that the cat must be under the regular care of a veterinarian or this health guarantee will be void. Regular care of a veterinarian shall mean that the cat must be examined by a veterinarian on an annual basis.

13. Seller makes no representations or warranties, express or implied, except as explicitly set forth in this agreement.
14. **The failure by Buyer to abide by any of the terms and conditions of this agreement shall void any and all health guarantees contained herein.**
15. Buyer acknowledges and agrees that a failure to comply with any of the provisions of this agreement will damage the reputation and business of Felisophic Felines. Buyer and Seller agree that damages in the amount of the cost of the cat per breach shall constitute liquidated damages under this agreement, except that Seller retains the right to specific performance of paragraphs 3, 7 and 10 hereof.
16. Buyer hereby submits to the jurisdiction of the courts in the county and city of the Seller's residence for purposes of enforcement of the terms of this agreement. All expenses and fees to enforce this agreement, including, but not limited to, all court costs and fees and attorney's fees incurred by Seller, shall promptly be reimbursed by Buyer.
17. Should any provision of this agreement be found to be illegal or invalid or otherwise unenforceable in a court of law in the State of Arizona, the remaining provisions shall remain fully valid and enforceable.
18. Buyer has read and understands the terms and provisions of this agreement, and acknowledges and agrees that this agreement is a legal and binding agreement, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Adoption and Sales Agreement on the date first above written.

Buyer's Signature: _____ Date _____
Name: _____

Seller's Signature: _____ Date _____
Name: Sonya Erickson