

Silkysiam Cattery
Lee Wier
Baltimore, MD 21225-1803
(410) 355-6339
email: lrwier@silkysiam.com

KITTEN SALES CONTRACT

Kitten's Name: _____

Color: _____ Sex: _____ Date of Birth: _____ Litter Reg. #: _____

Sire: _____ Dam: _____

Purchaser: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone #: _____ Cell Phone #: _____ Price/Terms: _____

Deposit Policy: See deposit contract

Purchaser Agrees to the Following Terms and Conditions

1. The seller (hereinafter referred to as Silkysiam) guarantees the kitten to be in good health, feline leukemia virus (FELV) negative and free of parasites at the time of sale to the best of our knowledge. The purchaser agrees to have the kitten examined by a licensed veterinarian within 72 hours after purchase at his/her sole expense. The kitten will be accepted for return if returned within 72 hours with a veterinarian's certificate, stating that the kitten has a health defect, stating specifically what that defect is and stating why it would affect the kitten's health. All veterinary expenses are the sole responsibility of the purchaser.
 - A. Silkysiam must be notified immediately, and the kitten must be returned intact to Silkysiam with a copy of the veterinary report. In such case, upon receipt of the kitten along with a veterinary report of the illness, Silkysiam will refund all monies paid. Under no circumstances shall Silkysiam be responsible for payment of any medical treatment provided to the kitten by the purchaser during the time in which the kitten is in the purchaser's possession, nor will Silkysiam be responsible for any other miscellaneous expenses, (e.g., transportation, shipping, etc.) In the event of the death of the kitten, the purchaser must provide a copy of the complete autopsy/necropsy report.
 - B. Silkysiam agrees to replace the kitten in the event that the kitten dies of a congenital health defect within the first year of its life. A veterinary autopsy/necropsy report must be provided to document the cause of death. Silkysiam will replace the kitten with another kitten of similar quality as available. If the purchaser does not want a replacement kitten, Silkysiam will have no further obligation towards the purchaser.
2. If the purchaser wishes to return the kitten due to unforeseen circumstances, he/she may do so (within 72 hours after purchase) provided that the kitten is in the same condition in which the kitten had been received.
 - A. During that time the kitten may be returned for a full refund minus a \$100 deposit. After 72 hours, any refund will be at the sole discretion of Silkysiam.
 - B. If there are any other cats resident in the household, a health certificate must accompany the returned kitten, indicating that the other resident cat(s) is/are in good health, and is/are Feline Immunodeficiency Virus (FIV) negative, FELV negative and Feline Infectious Peritonitis (FIP) negative. Test reports for the resident cat(s) must accompany the returned kitten. During this time, the kitten may NOT receive any additional inoculations, other than those approved by Silkysiam. All veterinary expenses are the responsibility of the purchaser.

3. Under no circumstances may this kitten be sold, loaned, leased, given away or placed with any pet shop, research laboratory or similar facility. With the prior approval of Silkysiam, the kitten may be placed in a satisfactory pet home or returned to Silkysiam without reimbursement of the purchase price. (If this involves a healthy returning kitten, a refund may be provided at Silkysiam's discretion, if the kitten can be resold within a reasonable amount of time (30 days), minus any and all expenses incurred by Silkysiam.
4. The purchaser agrees to keep the kitten indoors at all times. The purchaser agrees to provide, to the best of his/her ability, reasonable health care, including annual health exams, regular inoculations and any other veterinary services required to maintain a healthy animal. The purchaser is advised that vaccination with any vaccine for Feline Infectious Peritonitis, Feline Leukemia, Bordetella or Chlamydia will cause the health and replacement guarantee for this kitten to become null and void, as there is currently no scientific evidence that these vaccines are completely safe and/or effective. Evidence has shown these vaccines may cause illness. **NEVER** allow your kitten to be given two vaccinations (e.g., rabies and booster) on the same day. The Siamese breed is extremely sensitive; therefore, multiple vaccinations on the same day could cause serious health problems. The purchaser shall not voluntarily cause nor induce an agent to cause the untimely demise of the kitten without a veterinarian's certification that such is necessary for veterinary or humane reasons.
5. Other than expressly stated herein, Silkysiam makes no warranties, express or implied, about the quality, characteristics, or fitness for a particular purpose of this kitten.
6. The purchaser agrees **NEVER** to declaw this kitten and understands that declawing is mutilation and a cruelty that is likely to harm the kitten's temperament and health. Declawing will result in a \$500 penalty and repossession of the kitten. The Cat Fancier's Association (CFA) will not permit declawed cats in its shows. (Silkysiam suggests clipping the kitten's claws every 10 to 14 days and providing a suitable scratching post.)
7. If this kitten is not altered by the breeder, it is the responsibility of the owner to have the kitten altered by his/her veterinarian. If the kitten is not altered by the age of six (6) months, the kitten will be considered by the seller as a potential breeder, and the full breeder price of \$1,200.* will become immediately due and payable to the seller upon demand. A signed statement from the veterinarian or clinic performing the surgery must be sent to the breeder as evidence of compliance within the terms of this contract at that time.

* The buyer agrees and guarantees that this feline will not be used for breeding. Violations will result in paying a fine of \$1,000. PLUS; the difference between the pet and breeder price; plus \$600 for each litter, and, in addition, alter, or return the cat immediately upon notification thereof, without a reimbursement.
8. The parties hereto acknowledge that this contract was made in the state of Maryland. The parties hereto also agree that if any legal action is instituted, the proper jurisdiction and venue lies in the state of Maryland, in the city of Baltimore, and the parties hereto consent to venue and jurisdiction in the city of Baltimore. The parties hereto waive the right to a trial by jury.
9. The undersigned are entering into this contract in good faith, with a clear understanding of, and full agreement to its terms and conditions. Purchaser's signature indicates full agreement to all conditions stated herein.
10. Health and inoculation records as well as kitten care guidelines are provided on accompanying forms.

SILKYSIAM CATTERY, CFA Registered

PURCHASER

Lee Wier (Signed)

(Signed)

(Date)

(Date)

End of Contractual Terms