

Kitten/Cat Contract

Agreement between Breeder, Minoos-Okinaneko Maine Coons, and Buyer

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A contract must be signed when purchasing a Minoos-Okinaneko Maine Coon Cattery kitten/cat. This contract is designed to protect the buyer, the seller, and the welfare of the kitten/cat. ***All kittens and cats are adopted as companions only, not for breeding, and not for showing.***

Buyer: _____
Address _____
City: _____ Province: _____ Postal Code: _____
Phone _____
Cellular: _____ email: _____

Kitten/Cat being purchased as a Pet;
Male ___ Female ___ Color Pattern: _____
Sire: _____ CCA/FIFe Registration #: _____
Dam: _____ CCA/FIFe Registration #: _____
Purchase Price: _____ Deposit: _____ Balance: _____ Paid in Full: ___ Date: _____

The Five Feline Freedoms; The Foundation from which to build upon.

1. Freedom from hunger and thirst – by ready access to fresh water and diet to maintain full health and vigour.
2. Freedom from pain, injury, or disease – by prevention or rapid diagnosis and treatment.
3. Freedom from discomfort – by providing an appropriate environment including shelter and a comfortable resting area.
4. Freedom from fear and distress – by ensuring conditions and treatment which avoid mental suffering.
5. Freedom to express normal behaviour – by providing sufficient space, proper facilities and COMPANY OF THE ANIMAL'S OWN KIND.

SELLER OBLIGATIONS

1. The Seller, Minoos-Okinaneko Maine Coons, provides a 72-hour limited health warranty that the abovekitten/cat is in good health and is free from upper respiratory infections, fleas and worms. All kittens will have been tested negative for gairdia and will not knowingly leave the cattery having a positive test result for gairdia. **The Seller also warranties for a period of five (5) years from date of birth that the kitten is free of feline leukemia virus (FeLV), feline infectious peritonitis (FIP), and feline immunodeficiency virus (FIV).**

2. If the kitten described above perishes within five (5) years of the date of birth due to a congenital or a hereditary defect, the Seller will replace the cat with a cat/kitten of similar or better quality or refund of all or part of the purchase price, at the discretion of the Seller. To determine if the cat's death has been caused by a congenital or hereditary defect, the Seller must receive proof of the defect in the form of a complete necropsy report, completed by a licensed veterinarian and performed at the Buyer's expense.

3. The Seller will have completed all of the age-appropriate vaccinations and deworming. The kitten's 17 week check-up typically includes fecal testing for giardia, and no kitten will be allowed to leave the cattery knowingly with a positive result for gairdai. A copy of the kitten's health record will be given to the buyer at the time of purchase.

4. The Seller will provide the Buyer the kitten's CCA (Canadian Cat Association) or FIFe pedigree registration papers at the time of proof of spay/neuter at the cost of the buyer. The Kitten/Cat's litter will be registered with CCA or FIFe.

5. In the case of kitten(s) being transported by air, The Seller's responsibility for the care and control of said animal(s) ends when an airline approved for the transport of live animals, accepts the kitten(s) and the airline approved kennel in which the kitten(s) are being transported, and have in fact received (them) for boarding purposes, the airline has then accepted all responsibility for the safe and healthy transport of the kitten(s) to their final destination. Once the Buyer receives the kitten(s) at the destination airport, The Seller's responsibility resumes as is described at the beginning of this document under the heading SELLER OBLIGATIONS.

6. If this kitten(s)/cat(s) is(are) found to have been neglected by the buyer, in ill health, or if the Buyer does not abide by the terms of this contract, the Buyer will surrender said cat(s)/kitten(s) to Seller unconditionally.

BUYER OBLIGATIONS

1. A Minoos-Okinaneko Maine Coon Kitten(s) are provided with a 72-hour limited health warranty that the above kitten/cat is in good health and is free from upper respiratory infections, fleas and worms. In order to validate this warranty, the Buyer must take the kitten to a veterinarian within 72 hours, at the Buyer's expense. The Buyer must notify the Seller of any claim under the warranty immediately. Any necessary treatment or other expenses must be authorized by the Seller prior to treatment.

2. If the veterinarian finds any physical problems that make the kitten a poor health risk, the veterinarian should write and sign a short note on his/her letterhead stationery, explaining his/her findings. The kitten may be returned to the Seller within seven days for a full refund or exchange for another kitten of similar or better quality, if available. The Buyer will be responsible for any shipping costs.

3. The Buyer agrees to provide the cat with a clean, pleasant environment, conducive to good health and with adequate space for exercise. At least one litter box will be provided for each cat in the household and will be cleaned daily. The litter box must be a full 1 1/2 times the length of the Maine Coon, at its present stage of growth. The kitten/cat will not be caged unless absolutely necessary for the cats safety or health.

4. The Buyer will provide the cat with proper nutrition that will be a diet made by Royal Canin, both wet and dry, appropriate for the Maine Coon Cat. In the event a substitution must be made, the highest quality replacement may be made for the short term. Fresh water from a filtered fountain will be provided daily.

5. The Buyer will provide the cat with proper veterinarian care, and any significant health conditions during the cat's lifetime will be reported to the Seller. It is the responsibility of the Buyer to have their veterinarian perform titre testing for core vaccination immunity levels *prior to* when a booster would be required. If the immunity levels are acceptable, then no booster shall be given. This is to prevent over-vaccinating the animal and hence causing illnesses.

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6. The Buyer agrees the kitten/cat will live indoors only and will not let the cat free-roam outdoors. Letting the kitten/cat free-roam outdoors is a violation of this contract. Kittens have been given all their core vaccinations and both parents have been tested negative for FeL/FIV, and for these reasons, kitten(s) are not be vaccinated against FeL/FIV. Furthermore, the Buyer will not inoculate for felineinfectious peritonitis (FIP). Reasons that we do not allow leukemia and feline infectious peritonitis vaccines are:

- The vaccine does not protect cats well,
- Repeated vaccines do not improve its effectiveness,
- The vaccine causes incurable cancers (fibrosarcoma) in roughly 1 in every 2000 – 5000 cats,
- The vaccine can cause vaccinosis (a homeopathic term that means the animal develops a relatively permanent degradation of their vital health),
- All vaccines can degrade health, so any vaccine is a risk versus benefit assessment,
- Use of the vaccine gives the caretaker a false sense of security, when the caretaker should instead be aware of the more important methods they can employ to protect their cats such as keeping the kitten indoors for the first year of her/his life and not allowing the cat(s) to socialize with other felines that may be infected, or carriers of disease.

7. The Buyer will not de-claw the kitten/cat. De-clawing is mutilation of the animal, and a direct violation of this contract.

8. Minoos-Okinaneko Maine Coons does not participate in early spay or neuter as this is deemed detrimental to health and development of the kitten. It is expected that the kitten remain intact for as long as is possible with health foremost and then that which is practical within the animals domestic environment. Female kittens must be spayed PRIOR to her THIRD HEAT CYCLE. Typically this is at an age of 9 to 12 months. Males should be able to remain intact until 10 to 18 months of age.

9. The Buyer will not, under any circumstances, give, sell, or lease the kitten/cat to any animal shelter, research facility, laboratory, pet store, or other commercial or noncommercial enterprise. In the event that the Buyer can no longer keep the kitten/cat, the Seller will be contacted immediately as first option to assist in the placement of the animal.

LONG-TERM HEALTH CARE AND/OR LEGAL PROCEEDINGS

1. The Seller will not be held liable for any veterinary or health care costs occurring while the cat is in possession of the Buyer, except as provided for by the above limited warranty.

2. The Seller's maximum liability to the Buyer for any and all losses, claims, damages, or liability of any kind shall be limited to the amount paid by the Buyer to the Seller under this agreement. Any expenses for health care requested of the Seller by the Buyer will be paid at the discretion of the Seller. If Buyer fails to comply with any aspect of this agreement, the Buyer forfeits any rights the Buyer may otherwise have.

3. If legal proceedings become necessary, the Buyer agrees that all legal and/or court procedures take place in the county which the seller resides.

By signing below, the parties of the Buyer and the Seller indicate that they have read and agree with all terms of this Kitten/Cat Contract, set forth as an agreement between Minoos-Okinaneko Maine Coons, Greg and Teena Staples, minoosmainecoons.com, okinaneko.com, and the Buyer.

BUYER'S SIGNATURE: _____ DATE _____

SELLER'S SIGNATURE _____ DATE _____