

MARWOOD MAINE COONS MARWDMC

GST number:753898279RT0001 www.facebook.com/marwoodmainecoons

Sales and Reservation Contract (Not For Breeding)

<u>Seller (hereinafter Breeder)</u>	
Name:	Sandra Peacock
Address:	Box 1700 Rimbey, AB T0C2J0
Phone Number:	403-783-0762
email:	marwoodmainecoons@gmail.com
<u>Buyer (hereinafter Buyer)</u>	
Name:	
Address:	
Phone Number:	LUR AND
email:	
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I. Subject of the Contract	ses, thereby become one of the following:
Breeder sells, Buyer purcha	ses, thereby becoming the owner of the following;
<u>CAT (hereinafter kitten reg</u>	ardless of age
Name:	n and a lo
Breed:	Maine Coons and And
Sex:	N N
Color:	V J J N N
Date of Birth:	Maine Coom I N N N N I N N N N N N N N N N N N N
Mother:	
Father:	
Reservation cost:	\$
Total Purchase Price:	\$
(including reservation cost)	
Rehoming Date:	To be determined

<u>The Breeder undertakes to transfer said kitten from Marwood Maine Coon Cattery to the</u> Buyer by September 16, 2022. If the Breeder is unable to provide said kitten within that time frame the buyer may extend the waiting period or the deposit will be refunded. Both parties acknowledge that the deposit will not be refunded should the buyer change their mind or refuse all kittens that have been made available to them. The deposit is also non transferable to other parties.

Breeder

<u>Remaining amount is due 7 days prior to rehoming date by etransfer OR cash on pick-up.</u> If the Buyer cannot pick up the kitten/s within three days of the rehoming date there will be an extra fee of \$20 per day per kitten, this fee must be paid prior to picking up your kitten/s. If the Buyer is not available/does not answer sellers messages for 2 weeks then the seller has the right to resell the kitten/s.

At the time of rehoming the seller will provide the buyer with all current documents relating to the kitten/s. All kittens go home altered unless they are being rehomed to another registered cattery for breeding purposes. Please note that the seller reserves the right to retain any kitten/s for any reason and will refund in full any funds given including the deposit should this be the case.

II. Breeder's Warranty

The Breeder guarantees that this kitten/s is healthy, has no visible signs of disability or deformity and is in good health to the best of the Breeders knowledge. All kittens receive their first two sets of vaccinations de-worming up to date and are altered prior to their rehoming date unless the kitten/s is being sold for dreeding purposes.

- It is the Buyer's responsibility to have the kitten's examined by a licensed Veterinarian within 72 business hours after arrival pick up and notify the selfer immediately of all results. Failure to do so will render the warranty regrand, wid. All veterinary fees are the sole responsibility of the buyer.
- This kitten/s is guaranteed until 2 years of age against severe hip dysplasia which hampers a cat's movement and natural gait that requires surgery to correct or euthanasia (x-ray must be taken to OFA (Orthopedic Foundation for torimals) standards and sent for evaluation to OFA, if OFA gives a passing score, this overrides any other teterinarians opinion and will clear the cat from any hip issues; Didney, heart (must be done by a certified cardiologist), pancreas and liver problems of a severe life intreatening nature.
- If the kitten/s dies within this 2 year time frame, the buyer must have a necropsy done to determine the cause within 12 hours of death, if the reason is congenital, the seller will replace the kitten/s with one of equal value within a year from the death of the kitten/s as follows: kitten/s must show the defect by 2 years of age. Breeder must be notified of the problem within two (2) business days by a licensed veterinarian and have one (1) report from an unassociated veterinarian stating the same results as well.
- A kitten/s with a defect must be returned to the Breeder in good condition, other than the specified problem, or is to be euthanized (with prior signed permission of the Breeder) at the Buyer's expense, to qualify for a replacement kitten/s. If buyer chooses to keep this kitten/s, no replacement will be given.
- Replacement kitten/s will be mutually agreed upon by both parties and will be of comparable quality. No refund in part or in full will be given, NO EXCEPTIONS. It is understood that the replacement kitten/s may not be from the exact same parents as the

original kitten/s and if said buyer chooses a kitten/s of higher quality they will be responsible for payment difference.

- Buyer is responsible for transportation costs to and from the Breeder on all kittens.
- There are certain disorders that may be caused by environmental factors, such as but not limited to; allergies, diabetes, cancer, tumours, growths, heart worm, diarrhea, mite related illness and other autoimmune disorders which are not covered.
- The guarantee does not include bites, heart murmurs, hernias or any problem which is or could be the result of injury or that can be treated/cured by medication. Nor does it cover any bacterial or viral infectious diseases, parasites or fungus due to the fact that these can be contracted anywhere in the onvironment after leaving the cattery and are not the result of genetics or breeding.

III. Buyer's Rights and Obligations

The buyer has the Right to:

- Contact the Breeder if any problems of grestions arise regarding the kitten.
- Sign the kitten up for exhibition and present it (breeder makes no guarantee for the outcome/results).
- Pass on the kitten/s to a private individual in possession of an original retransfer permission slip. Permission slip must be requested in writing from the breeder in advance

The buyer is Obligated to:

- Inspect the kitten/s and all documentation pertaining to kitten/s upon reception, discuss potential questions and or problems with the breeder.
- Quarantine the kitten/s from other cats for a period of 7-14 days after arriving.
- Provide the kitten, taking into account the suggestions and vet's advices, with sufficient quality and quantity of food, water, opportunities for exercise, relaxation, care and love.
- Use pedigree name of the cat on all social media and websites.
- Send the breeder occasional photographs and information about the kitten/s development at least every six months until the kitten/s is two years old. Buyer acknowledges that any communication/pictures sent may be used by the breeder on social media and/or on the website of <u>marwoodmainecoons.com</u> for the purposes of promoting the cattery of Marwood Maine Coons aka MARWDMC

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• Notify the seller if at any time the buyer can no longer take care of the kitten/s, the breeder agrees to accept the kitten/s back. There will be no refund of the purchase price and the kitten/s must be free of any infectious or contagious diseases or from exposure thereto.

IV. Joint Declaration

Both parties confirm by signing this contract that they have read it and acknowledge it as identical to their will. Both parties will refrain from any public dispute on all social media and the internet. Any disputes arising from the contract will be resolved peacefully and privately, in event that this is not possible then and only then will it be brought to court, buyer understands and agrees that any legal action taken will be done so in the province of Alberta. In case of violation of the contract rules, the buyer will pay to the Breeder the contractual penalty of \$15,000 (fifteen thousand) dollars.

Buyer's signature below certifies they understand and accept the terms of this guarantee fully and that is it a legal/binding contract.



