



Primrose Health Guarantee and Contract



This contract is between the Breeder and the Buyer and is binding.

Party 1 Details (Breeder)

Name: Bobbie Berg
Email: Primrosemainecoons@gmail.com
Telephone: 9185704550

Party 2 Details (Buyer)

Name: Bobbie Berg
Email: Primrosemainecoons@gmail.com
Telephone: 9185704550

Cat Details (Cat)

Registered Name: Fido
Gender: Male
Breed: Maine Coon
Date of Birth: 26 Aug 2024
Color: Blue Smoke
Markings: Solid
Price: 2,500 USD

Queen Details

Registered Name: Wildwestmc Autumn of PrimroseMC
Breed: Maine Coon
Registration Number: TICA:SBV 082321 012



Sire Details

Registered Name: Aristokatzcoons Ivan of PrimroseMC
Breed: Maine Coon
Registration Number: TICA:SBT 071420 115



Terms and Conditions

General Health

The following terms are applicable to ALL Kittens/Cats purchased from Primrose Cattery. The Kitten/Cat is sold current on all age appropriate vaccinations, de-worming and TICA registration papers. Primrose Cattery is available throughout the lifetime of Kitten/Cats to answer questions, help with concerns and to give sound advice.

Seller will hold Kitten/Cat of Buyer's choice once a non-refundable deposit of \$500 is made to Seller. Deposit will be applied towards purchase price of the kitten/cat. All Deposits/payments are Non Refundable, kitten(s) are "deemed sold" once deposit and or payment is placed on an individual kitten; other potential owners's are turned away after that kitten is reserved. All deposits and payments are Held and Retained for Liquidated Damages if buyer changes their mind. There is time is spent interviewing other applicants and advertising. If a kitten in the litter is not desire or one not matching what the buyer is looking for the deposit can be transferred over to another litter until we find your desired kitten. In the event that the Kitten/Cat of Buyer's choice is unfit to sell while in the care of the seller, the seller will replace with Kitten/Cat of comparable quality/value from the first applicable litter seller has available. Seller reserves the right to take up to 12 months to replace the Kitten/Cat provided the Breeder is still actively breeding. If after 12 months the buyer has the option to get the \$500 back or still wait for a kitten.

Kitten/Cat is guaranteed to be of sound health for up to 72 hours from the time of purchase or arrival. The seller has 72 hours to get the kitten to the vet for a health screen. If the cat/ kitten is found to have a genetic or congenital health problems by a licensed veterinarian within 2 years that is deemed unsound health the cat/ kitten and detrimental to the cat to live out a normal life. Shall be returned to the seller or the buyer can keep the cat/kitten at the buyer's expense. Buyer can get a replacement with another cat of equal value with the cost of \$350 to cover some expenses, vet bills and TICA Papers of the individual replacement kitten/cat. All transportation fees will be paid by the buyer. The replacement will be made as soon as a suitable replacement becomes available. A medical report signed by the examining veterinarian must be provided to the Seller showing unsound health prior to a replacement being made. There shall be no refund or replacement unless under the Health Guarantee. The seller will not replace any cat or kitten that has not received adequate and appropriate care from its owner. It is the responsibility of the buyer to provide immediate veterinary care (at the Buyer's expense) to any cat/ kitten showing any signs of illness or distress, and failure to do so will render any guarantee null and void.

Kitten is guaranteed against HCM (Hypertrophic Cardio Myopathy) for 5 years. Should it die as the result of complications from HCM, said kitten/cat will be replaced if an appropriate necropsy is performed and a vet's certificate is provided along with cause of death explaining death was from complications of HCM. DNA analysis papers may be required as well as all registration papers must be returned to breeder. Purchaser MUST be able to provide evidence the kitten was scanned with an echocardiogram performed by a board certified veterinarian cardiologist a for this guarantee. If a vet believes the cat died of HCM a neocropsy must be completed for the guarantee to take effect. Food related DCM is not covered.

Under NO circumstance, is a cat or kitten to be destroyed after death without prior notification to the Seller from the Buyer if is a health related guarantee. Any cat/ kitten for which the Buyer expects replacement must have a necropsy (at the Buyer's expense), so that the identity of the cat/ kitten can be verified the chip number will need to be scanned and a picture taken of it. "Unsound health" shall be defined as any condition, which is "genetic and life threatening or incurable" and shall not include conditions or infections such as colds, virus, parasites, bacterial infections, or skin rashes or accidents.

Should the cat/ kitten die within six (6) months as a direct result of an unknown (at the time of sale) congenial birth defect, said cat/ kitten will be replaced only if an appropriate necropsy is performed

by a licensed veterinarian and a veterinarian's certificate is provided as proof of death with microchip number. Trauma, abuse, or neglect will void the guarantee.

The Buyer assumes all responsibility of all expenses incurred in relation to the cat/ kitten after said cat/ kitten leaves the possession of the Seller, as well as any expense incurred at the request of the Buyer before said cat/ kitten leaves possession of the Seller. If, for any reason, the cat/ kitten is returned to the Seller, Buyer agrees to pay all expenses, including shipping costs and mileage. The Seller highly recommends keeping insurance on the the kitten. Trupanion is given with the kitten at take home.

Guarantee is Void if FIP vaccine is given. We do not recommend vaccinating this cat/ kitten with the FIP vaccines. This vaccine is not safe for this breed. The FIP vaccine is not safe. Reference: Feline Infectious Diseases, Chapter 7, page 54, (first column- last paragraph). Written by Neils C. Pederson, D.V.M. Ph. D. If the FIP vaccine is given to the cat/ kitten at any time, the entire health guarantee becomes null and void.
This does not include the new approved treatment for FIP.

Pet and/ or For Show:

If the kitten/cat is being sold as PET only. The kitten/cat is not authorize for breeding or show. The cat/kitten must be spayed/neutered within six (6) to eight (8) months or the guarantee is null and void. Proof of spay/neuter must be sent to the seller.

If the kitten/cat is authorized for Alter Showing. The kitten/cat is not authorize for breeding. The cat/kitten must be spayed/neutered within six (6) to eight (8) months or the guarantee is null and void.

Transfer and Legal

Housing, Care, and Transfer to Third Party: Buyer agrees that this cat/ kitten will be kept indoors and not allowed to roam freely outdoors. Under no circumstances will this cat/ kitten be sent to a shelter or otherwise disposed of, nor shall this cat/ kitten be sold, leased or given away to any pet shop, research laboratory or a similar facility. If the Buyer becomes unable, or no longer desires to care for this kitten/cat, the kitten/cat must be returned to the Seller, and the buyer will pay transportation expenses. Buyer agrees that the Seller has the right to retrieve said cat/ kitten if the Buyer does not adhere to all provisions of this contract or if said cat/ kitten is being neglected or abused.

Resale: If Buyer wishes to re-sell said cat/ kitten, the sale must be approved by Seller, or in the alternative, said cat/ kitten will be returned to the Seller.

If any legal action is commenced by Buyer or Seller as a result of this contract, Buyer agrees that the lace of venue shall by Delaware County, State of Oklahoma. Buyer agrees to personal jurisdiction within such venue regardless of their place of residence and agrees that any judgment obtained is enforceable within that jurisdiction.

Acceptance of Terms: A facsimile, scanned signature, or payment of deposit shall be enforceable as an original signature if the original is lost, destroyed, or otherwise unavailable.

Signatures

Bobbie Berg

Breeder Full Name

Date

Breeder Signature

Bobbie Berg

Buyer Full Name

Date

Buyer Signature