

Bemisu Peterbald Contract

Lynne Couvier
315 Calstone Drive, Allen, Texas 75013
(972) 396-8366

This kitten/cat sale contract is entered into on _____ by and between Lynne Couvier dba Bemisu Inc. (herewith referred to as Seller), and _____ (herewith referred to as Purchaser).

1) The seller agrees to sell and the purchaser agrees to buy the following described kitten/cat:

Breed: _____ Color: _____ Sex: _____ Birth: _____

Dam _____ Sire: _____

2) The price of this kitten is US \$ _____ and shall be payable _____. All shipping, insurance and airline carrier charges shall be paid by the purchaser. The seller is not liable for cats lost or stolen after acceptance by the airline carrier. It is the responsibility of the purchaser to file a claim with the airline if shipments are lost, damaged, or delayed, resulting in mortality.

3) Deposits of US\$ _____ are required to reserve a kitten/cat. All deposits are non-refundable.

4) If purchaser finds it necessary, for any reason, to return a kitten/cat to seller, refunds will be made as follows: 100% within the first four (4) weeks, 90% within the first six (6) weeks, 75% within the first eight (8) weeks, 50% within the first 12 (12) weeks, 30% within the first six (6) months, Notice of intent to return said kitten and the proposed method of shipment shall be conveyed to the Seller not less than 48 hours prior to shipment, and is subject to the approval of the Seller. Shipping costs for the return trip are the responsibility of the Purchaser.

5) This kitten/cat shall not, under any circumstances, be sold, leased, and/or given to any pet shop, research laboratory, boarding facility, kennel facility, or any & all similar types of facilities engaged in the business of animals, for whatever reasons or purposes.

6) This kitten is purchased for _____ show, _____ show (no guarantee), _____ breeder, _____ pet.

7) If purchased as a pet, the Purchaser agrees to neuter or spay this kitten by 8 months of age. Under no circumstances shall this cat be used for breeding. After kitten has been neutered/spayed, send me a Veterinarian certificate as proof and I will forward kitten's registration papers. If purchased as a Breeder, the Purchaser agrees to use good judgement in breeding this kitten/cat and to always breed for healthy, quality kittens of good temperament. The kitten/cat must remain in the cattery of the Purchaser and may not be placed, sold or leased to another cattery for the purpose of breeding without written permission of the Seller. This kitten/cat may be bred only to cats solely owned by the Purchaser (i.e.: kitten may not be bred to any cats co-owned by the Purchaser and any other party, without written consent of the Seller). If "no guarantee" is marked under show, and purchaser decides to show this kitten/cat, I will not guarantee this kitten/cat to win. If purchased as a show kitten, purchaser must show this kitten at 8 months of age in TICA to at least the title of Grand Champion before you breed him or her.

8) Seller guarantees the health of the kitten/cat for a period of time after date of sale, but no longer than 14 days after date of Sellers transfer of said kitten/cat to possession of the Purchaser. If during his period the kitten seems ill and the veterinarian feels that the illness was present prior to sale, the Seller should be contacted at once before any major treatment is begun (except in an emergency situation). If the examining veterinarian concludes the kitten was ill prior to sale, the seller will pay medical costs up to US \$200.00. If the kitten should die from a problem present prior to sale, Purchaser must notify Seller immediately and furnish a Feline Necropsy report with lab findings indicating cause of death immediately. Based upon lab findings, Seller may replace said kitten/cat when one becomes available. Seller will not issue cash refund. Purchaser agrees to have the kitten/cat examined by a licensed vet within 4 business days of purchase and agrees to notify Bemisu Inc. within 48 hours of any adverse finds. Seller will provide kittens with proper inoculations consistent with its age against rhinotracheitis, feline pneumonitis, calicivirus, and panleukopenia, Rabies to follow at 6 months (where required). FELV vaccination at Purchaser's discretion.

9) If for any reason the Purchaser needs to find said kitten/cat a new home, Seller has first option to buy the kitten back. This right is not time limited, but remains in effect for the entire life span of the kitten/cat.

In the event the Purchaser is found to have violated any of the terms of this contract, Purchaser shall be liable to Lynne Couvier for damages in the amount of the purchase price of said kitten/cat plus cost resulting from litigating this contract. This document is a legally binding contract. The laws of the state of Texas shall be controlling. Purchaser signature indicates full agreement and approval of all the above terms and conditions of this contract.

10) Seller has notified new owners this kitten is sold at 1/2 the normal standard price due to a heart murmur being detected. This condition may or may not affect the normal length of the cat's life. Many kittens grow out of this murmur or otherwise lead normal healthy lives.

Signature of Purchaser(s): _____ Date: _____

Address: _____

Phone: _____

Signature of Seller: _____ Date: _____