

# AREA 51 SPHYNX CONTRACT

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<b>KITTEN INFORMATION:</b> Name: _____ RFID #: _____ Date of Birth: _____ Gender: _____ Sire: _____ Dam: _____ Coat Color: _____ Eye Color: _____ Food Accustomed to: All Raw Diet, Water Fountain	<b>SALE INFORMATION:</b> Date of Purchase: _____ Price of Kitten: _____ Delivery Fee: _____ Other Charges: _____ Deposit Date: _____ Deposit Amount : _____ Total Price: _____
<b>BUYER INFORMATION:</b> Name: _____ Address: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Phone: _____ Email: _____ Email: _____	<b>MEDICAL HISTORY:</b> Vaccinations Date (1 <sup>st</sup> round -records provided): _____ Rabies Vaccination: Varies by state, not prior to 6 months Next Shots Due: _____ Most Recent Vet Exam Date: _____ Spay/Neuter Date: _____ Additional / Special Information or Terms: _____

## TERMS AND CONDITIONS OF PURCHASE

AREA 51 SPHYNX, referred to in this contract as SELLER has interviewed above BUYER and kitten is approved for this person's care only. This entire contract is based on this understanding. Transfer of kitten to another person is not allowed without written approval from SELLER.

**HEALTH GUARANTEE:** SELLER is delivering a healthy kitten and provides a 1 year guarantee for life-threatening congenital diseases including HCM If all the Terms and Conditions below are followed. . The kitten must be examined by your vet within 5 days of purchase for any guarantee. Most feline problems are contagious and we have no way of controlling the environment after you leave. The warranty is void if kitten is not examined within this time period for contagious diseases but continues for congenital diseases including HCM for the first year. The BUYER must notify the SELLER of any claim under the warranty immediately. If a veterinarian finds the above kitten/cat to have a life-threatening illness the kitten must be returned to Area 51 with Vet signed short note on his / her letterhead stationary explaining his / her findings and certification of microchip identification. If covered under our health guarantee, the kitten will be replaced by SELLER at the earliest opportunity. If no replacement is available at the time of illness, the SELLER will have up to one year to furnish a comparable kitten. BUYER is responsible for any and all Vet bills, transportation, shipping, delivery, and no other communications between the BUYER and SELLER will change this responsibility. SELLER is not responsible for illness, injury, or death caused by or during transportation. SELLER is not responsible for any veterinary care after the kitten leaves SELLER. Euthanasia voids all health guarantee.

**DEPOSIT/PAYMENTS:** A \$200 deposit is required to hold a kitten or enter our reservation program. This deposit and/or any payments toward a kitten purchase are strictly NON REFUNDABLE. We accept Paypal for your convenience. Please add \$3.25 per \$100 payments to cover fees. Paypal payments must be made to [grace@waystips.com](mailto:grace@waystips.com) or in Money Order made PAYABLE to "Grace Way." All kittens must be paid in full before they may leave Area 51. Cash is the only form of payment accepted within 30 days of kitten pickup date.

It's very important to honor the pickup date of a chosen kitten. When choosing a kitten the BUYER is agreeing to pickup within 5 days of that date. If BUYER is unable to pickup within 5 days of the announced pickup date special arrangements must be made in advance and a boarding fee of \$10 per day will be charged. BUYER agrees they will forfeit their deposit if they choose a kitten and later cancel.

BUYER also agrees to be responsible for the complete care of the kitten from the moment the kitten leaves Area 51's facility without exception; This care will include any vaccinations, worming, medical care, (including yearly veterinarian examinations and vaccinations), companionship, and adequate space for exercise. Proper care includes baths, ear, eye cleaning as required. Kitten or Cat must live indoors at all times in a clean and pleasant environment

BUYER'S Initials \_\_\_\_\_

# AREA 51 SPHYNX CONTRACT - continued

and not caged for long periods of time, and with proper nutrition in the form of quality food and fresh water. Reserved kittens must be picked up by BUYER in person, time and date to be arranged with SELLER & BUYER. Males are usually ready by 12 weeks of age and Females around 12-14 weeks of age. This time will vary based on the maturity of kitten and Spay/Neuter surgery.

DECLAWING IS STRICTLY PROHIBITED AND BUYER AGREES NOT TO DECLAW AND THAT IT WILL CONSTITUTE A BREACH OF OUR AGREEMENT! This is a mutilation involving the amputation of a large portion of the kitten/cat's toes, essentially cutting the fingers at the first joint or even second joint. The procedure and certainly the recovery is extremely painful and likely to alter the kitten/cat's ability to walk properly, temperament, and general well-being. WE STRONGLY SUGGEST YOU RECONSIDER THIS PROCEDURE IF IT IS YOUR INTENTION. An alternative is routine nail trimming, nail caps, or simply providing adequate scratching posts because proper training will alleviate most issues. If you would not remove your child's finger tip to avoid damage to your furniture you should not be willing to do that to your kitten.

BUYER understands that if the terms and condition of this contract are not met or the kitten/cat is found to be neglected or mistreated in any way SELLER shall have the unconditional right to reclaim the above kitten/cat without refund of the purchase price. Mistreatment/Neglect shall include, but is not limited to: being left alone without human companionship for periods in excess of 72 hours, lack of proper sanitary facilities, being caged for long periods, providing poor diet, lack of clean water, food, any form of physical abuse. BUYER will be responsible for any veterinary bills directly incurred as a result of any neglect or mistreatment.

Should BUYER not be able to keep the above kitten/cat for any reason, including the Incapacitation or death of the BUYER, the cat will be returned at no cost to SELLER. Transfer to another person without SELLER'S written approval is not allowed. WE will re-home the cat when a suitable home is found. This remains in effect for the entire life of the kitten/cat. Our job is to place our cats in forever homes. If for any reason you can not keep our babies call SELLER FIRST. No judgment and no questions. We are here for you. Please call if you have any questions, concerns or problems.

BUYER understands that degrees of baldness in Sphynx vary from cat to cat and that no Sphynx is completely hairless. It is understood that hormones, climate, and genetics play an important role in baldness and that even though a Sphynx kitten may be almost hairless when sold, it is possible that said kitten could develop some hair after being neutered / spayed or as it grows older and also coat and eye color may change and is not predictable.

**We include care instructions and are always available to assist you in any way possible. Not all Veterinarians are familiar with the special needs or sensitivity of this breed. Please use this knowledge when choosing who to care for your Sphynx. We are not veterinary professionals! We are familiar with care and the special needs of the Sphynx breed.**

BUYER and SELLER agree that any legal action which may arise under the terms of this contract will be brought in Taylor County, Texas, USA. BUYER shall be liable for any court costs and related charges including attorney's fees associated with SELLER enforcing the terms of this contract. In signing this document, BUYER acknowledges that he/she has read, fully understands, and agrees to ALL of the terms and conditions stated above. The laws of the State of Texas shall be controlling.

BUYER and SELLER agree to ALL of the above stated terms and understand that unless in this contract is not deemed promised and also that if any part of this contract is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

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BUYER SIGNATURE / DATE

The above-signed consider this document to be legally binding.

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SELLER SIGNATURE / DATE

Changes or additions to this Contract must be initialed by ALL parties.