

Maine Coon Mayo Cattery

MAYOMC

Sales and Reservation Contract
(Not for breeding)

Seller (hereinafter Breeder)

Name: Stephanie Mayo
Address: 7321 Harrop-Procter Road Nelson BC V1L 6R4
Phone Number: 250-551-7729
Email: mainecoonmayo@gmail.com

Buyer (hereinafter Buyer)

Name:
Address:
Phone Number:
Email:

I. Subject of the Contract

Breeder sells, Buyer purchases, thereby becoming the owner of the following:

CAT (hereinafter kitten regardless of age:)

Name: TBD
Breed: Maine Coon
Sex: TBD
Colour:
Date of Birth: TBD
Dam: TBD
Sire: TBD

Reservation Cost: \$1000 + GST = \$1050 by e-transfer to mainecoonmayo@gmail.com

Purchase Price (including deposit) \$ TBD

GST: \$ TBD

Total cost: 2026 Prices published on website on date signed.

Rehoming Date: TBD

The Buyer's position on the Priority List is secured upon receipt of a signed contract and the \$1,050 reservation deposit. The deposit is non-transferrable. The Buyer acknowledges and agrees that the reservation deposit will not be refunded if the Buyer:

- Changes their mind about purchasing a kitten:
- Decides it is not a suitable time to add a new kitten to their household:
- Experiences a change in personal, family, financial, employment, housing, travel, health, or lifestyle circumstances.

- Chooses to postpone kitten ownership;
- Declines to proceed with the purchase for any reason
- Is offered kittens that reasonably match their stated preference and elects not to reserve one.
- Becomes allergic to cats.
- **Or for any other reason, except as expressly provided below:**

The Breeder agrees to offer the Buyer a kitten matching the Buyer's stated preferences within twelve (12) months of the contract date. If a suitable kitten is not available within twelve (12) months, the Buyer may request a one-time extension of an additional twelve (12) months, for a maximum Priority List term of twenty-four (24) months.

The Buyer agrees to actively participate in the selection process during this period and to respond to communications from the Breeder in a timely manner.

If, at the end of twenty-four (24) months, the Buyer has not selected a kitten, has declined kittens that reasonably matched their stated preferences, or has otherwise chosen not to proceed, then:

- The Buyer shall be removed from the Priority List;
- The reservation deposit shall be forfeited in full; and
- This Agreement shall be deemed fulfilled and terminated.

The reservation deposit will be refunded only if the Breeder is unable to offer the Buyer a kitten that reasonably matches their stated preferences noted above in this contract within the initial twelve (12) month term and the Buyer elects not to extend their position on the Priority List for the additional twelve (12) month period.

If the Buyer cannot pick up the kitten/s within three days of 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 the Breeder's messages for 2 weeks, then the Breeder has the right to resell the kitten/s.

At the time of rehoming the Breeder will provide the Buyer with all current documents relating to the kitten/s. Please note that the Breeder reserves the right to retain any kitten/s for any reason and will refund in full any funds given including deposit should this be the case.

II. Breeder's Warranty

The Breeder provides a warranty for 4 years after the date of birth, or until the Breeder is no longer breeding Maine Coons. The Breeder guarantees that this kitten has no visible signs of disability or deformity and is in good health to the best of the Breeders knowledge. All kittens will receive their first 2 sets of vaccinations and multiple de-worming by the breeder and will have a health exam by a licensed veterinarian before going to their new homes.

- It is the Buyer's responsibility to have the kitten/s examined by a licensed Veterinarian within 7 business days after arrival/pick-up and notify the Breeder immediately of all results. Failure to do so will render the warranty null and void. All veterinary fees are the sole responsibility of the Buyer.
- It is the Buyer's responsibility to activate complimentary one-month free Trupanion Pet Insurance BEFORE kitten is released to the Buyer. This will be explained closer to go-home date.
- Kitten/s is examined by a licensed veterinarian and receive a health certificate before being released to the Buyer.
- Kitten/s is guaranteed until 4 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 Animals) standards and sent for evaluation to OFA (if OFA gives a passing score, this overrides any other veterinarians opinion and will clear the cat from any hip issues); kidney, heart (must be done by a certified cardiologist), pancreas and liver problems of a severe life threatening nature.
- If the kitten/s dies within this 4 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 3 litters 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 provided within 3 litters from date of kitten's death, 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, gingivitis, 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 environment after leaving the cattery and are not the result of genetics or breeding.
- The Buyer has been provided with kitten's parents DNA results, and pedigree information. The Seller guarantees the kitten is up to date on vaccines at time of sale.

II: Buyer's Rights and Obligations

The Buyer has the Right to:

- Respond to any kitten offer within 24 hours. Failure to respond within this timeframe will be considered a declined offer.
- Contact the Breeder if any problems or questions 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, considering the suggestions and vet's advice, with sufficient quality and quantity of food, water, opportunities for exercise, relaxation, care and love.
- Provide the kitten with routine veterinary care throughout the term of the warranty. At the minimum, the Buyer must ensure the kitten receives regular wellness exams by a licensed veterinarian; all age-appropriate vaccinations recommended by their vet; prompt veterinarian attention for illness, injury, or medical concerns, and appropriate healthcare including parasite control, as recommended by a licensed veterinarian. Failure to do so will constitute a breach of this Agreement and will render all health guarantees and warranties contained herein null and void. The Breeder reserves the right to request veterinary records to verify compliance with this requirement in the event of a warranty claim.
- Keep the kitten/s as an indoor only cat, except for being allowed outside for fresh air and play in a fully secure enclosure or supervised on a harness and leash. **Allowing the cat to roam freely is forbidden.**
- Use pedigree name of the cat on all social media and websites. **MayoMC**
- 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 all communications and or photos sent may be used by Maine Coon Mayo, aka MAYOMC on social media and/or the internet for the purpose of promoting their cattery.
- Notify the Breeder 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.
- The Buyer agrees that this cat will never be declawed under any circumstances. Declawing is a painful and unnecessary surgical procedure that involves the amputation

of the last bone of each toe and can result in long-term physical and behavioral issues. If declawing is performed at any point, this will be considered a serious breach of contract. In such an event, the Breeder reserves the right to reclaim the cat without refund and pursue any further legal remedies.

Obligation to Execute Sterilization Agreement to Sterilize Kitten:

- Buyer acknowledges that a.) a material condition of this sale and transfer of this kitten/s is that this pet is a non-breeding animal, and b.) that the kitten/s is being sold to Buyer in the reliance on Buyer's compliance with the obligation to sterilize the pet before the deadline. In so acknowledging, Buyer agrees to sign and comply with all terms of abovementioned sterilization agreement, to not breed the kitten/s, and to take the kitten/s to a licensed veterinarian to have it surgically sterilized before the above specified deadline.
- A blank "Proof of Sterilization" form will be emailed by Breeder to Buyer for Buyer's chosen licensed veterinarian to fill out on day of sterilization. Buyer will submit completed form as proof of sterilization to Breeder no later than day following sterilization.

IV. Joint Declaration

Both parties confirm by signing this contract that they have read it and acknowledge it as a completely mutual agreement. 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 Court of Nelson, BC. 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 agreement fully and that it is a legal/binding contract.

Buyer's Signature:

Date:

Breeder's Signature:

Date: