

NEVAMASKARAN
Kitten Sales Contract

www.nevamaskaran.com

rockaran@verizon.net

A contract must be signed & notarized before purchasing a NevaMasKaRan kitten. This contract is designed to protect the buyer, the seller and the welfare of the Siberian kitten. Please take this contract to your veterinarian's office with the kitten so they are aware of the contract agreement.

Date of Deposit: _____ Date of Sale: _____

Seller: Randy Delp 2240 Brick Tavern Rd Quakertown, PA 18951 215-536-5183	Buyer: _____ _____ _____ Phone: _____
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Description of Kitten Name: _____

Breed: SIBERIAN Color/Pattern: _____

Date of Birth: _____ Sex: _____ Purchase Amount: _____

Sire: _____ Dam: _____

I want to register my kitten: NO - Yes if yes add \$125 to the deposit below

Non Refundable Deposit Amount: \$ _____ Balance Due: \$ _____

Conditions Of The Sale

1. Seller guarantees that this kitten is healthy to the best of their knowledge, that the kitten will have been to a licensed veterinarian and is current on vaccinations.
2. Buyer is advised to take the kitten to the vet for a health exam within 72 hours; if any health concerns are found, the Buyer may return kitten to the seller within 72 hours with a written explanation from the attending vet, for a full refund or exchange upon availability of a kitten. No medical or travel charges will be refunded.
3. During this first 72 hours the kitten should be isolated from any other pets and monitored for health, eating, litter box usage, and activity level. The Seller is not responsible for any injury or illness to other pets caused by exposure to this kitten.
4. Due to the controversy of the FIP – FELV/FIV Vaccine's, administration of these vaccine's immediately negates the Seller's responsibility for the health of this kitten. FIP Vaccine should NOT be given to our kittens. FELV/FIV vaccines should not be administered to our kitten.
5. Whenever a vaccine is being administered only ONE vaccine should be given at a time. Seller does not guarantee a kitten due to adverse reactions to future vaccinations.
6. The Seller guarantees the kitten described above is free of FELV (Feline Leukemia) and FIV (Feline Aids) at the time of shipment, pick-up or delivery. One kitten from each litter will have been tested for FELV/FIV.

Initials: _____ DATE _____

7. This kitten is not to be declawed under any circumstances.

8. Under no circumstance will this kitten be sold, leased or given away to any pet store, research laboratory, breeding mill or similar facility. If you can no longer keep this kitten **MUST** be returned to the Seller and no other kitten, compensation of any kind for delivery fees or expenses shall be given.

9. If FIP and/or FELV and/or FIV vaccines are given to this kitten at any time, the entire health guarantee becomes NULL and VOID.

10. All kittens leave with at least (1) core FVRCP vaccine. You will be responsible for the 12 week and 16 week vaccine to be given along with the rabies based on your state requirements.

11. If the kitten described above dies due to items (4) – (5) – (7) – (9) – (10), the Seller will not replace the kitten and the entire Health Guarantee becomes NULL and VOID.

12. All of NevaMasKaRan Siberian kittens are guaranteed for 2 (two) years against genetic defects, in particular and specifically HCM (hypertrophic cardiomyopathy) and PKD. In particular and specifically to HCM, if a NevaMasKaRan kitten tests HCM positive within 2 years of birth, the echocardiogram results must accompany the request for replacement. The echocardiogram must be performed by a licensed feline cardiac specialist and the results must accompany the request for replacement in writing and supported by the signed medical records and test results. The replacement kitten authorization will be determined upon receipt of said documentation, and will depend on availability. Any kitten for which the Buyer is seeking a replacement must be properly identified by pictures for verification and made available to the Seller. Any unsanctioned destruction/termination of the kitten will render this guarantee NULL and VOID. If said documentation is not provided to the Seller, this contract and guarantee will be considered fulfilled by the Seller, with the Buyer surrendering all current and future rights to claim another kitten from NevaMasKaRan. The seller is not responsible for any veterinarian expenses, lab testing expenses or travel expenses. Any and all expenses are the sole responsibility of the buyer.

13. Should the kitten die within 2 (two) years as a result of an unknown or latent defect, said kitten will be replaced only if an appropriate autopsy is performed by a licensed veterinarian and all accompanying documentation from the observing Veterinarian. Trauma, abuse or neglect of this kittens health as well as neglect to notify the Seller of the intent to terminate this kittens life, will void any warranty associated with this kitten. Under no circumstances will a kitten be destroyed prior to the notification of the Seller (NevaMasKaRan). The documentation required as proof will be the written and signed documentation by the attending veterinarian as to the cause of death along with all associated documentation containing laboratory results, blood and tissue sample results, x-rays, shot records, picture and description of the kitten and the kittens registration papers are to be given to the Seller before replacement authorization is granted. If said documentation is not provided to the Seller, this contract and guarantee will be considered fulfilled by the Seller, with the Buyer surrendering all current and future rights to claim another kitten from NevaMasKaRan.

14. The Seller is not responsible for any delivery charges or costs associated with the transfer of this kitten or any tests and/or veterinarian expenses incurred by the buyer.

15. If the Seller replaces any kitten for any reasons described in this contract, the Seller is not obligated to replace the exact color pattern as purchase with this contract. The Seller is not obligated to replace the kitten for any other reasons, other than those stated in this contract.

Initials: _____ DATE _____

16. The Buyer must be 18 years of age or older and in full mental capacity to sign this agreement. Deposits are to be made by check payable to Randy Delp. Deposits are non-refundable and are meant to hold a kitten for you. **Final payment of the balance is in CASH only, no exceptions will be made.**

17. The Seller may terminate the sale if the kitten's placement does not seem beneficial to the kitten or the cattery. In this case the deposit is refundable.

NevaMasKaRan must be immediately (within 72 hours of findings) notified in writing of any disputes encountered. If any provision in this contract is deemed to be invalid or unenforceable, it does not invalidate the enforceability of any other provision, clause or condition set forth in the remainder this contract. If any litigation occurs as a result of this contract by the Buyer or the Seller, it is understood by the Buyer that all such legal action will be filed and performed at the Quakertown Buck's County Seat, Pennsylvania, U.S.A., regardless of the Buyer's place of residence and agrees that any judgment obtained is enforceable within the Buyer's jurisdiction that they reside in, as if obtained within that jurisdiction.

Should any slander, causing any type of damage to the reputation of NevaMasKaRan and/or its owner, resulting from any disputes associated with this agreement and the aforementioned kitten, or should any part of this contract be violated, the Buyer agrees to pay fines of \$10,000 in addition but not limited to, collection costs, attorney fees, court costs and all other expenses of enforcing the rights of the Seller under this agreement. Defamation, slander, accusation are inclusive of, but not limited to all social media platforms.

Signature of Purchaser: _____

Date: _____

Commonwealth of _____

} SS:

County of _____

On this, the _____ day of _____, 20____, before me A NOTARY PUBLIC, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Signature of Seller: _____

Date: _____

WITNESS: _____

NEVAMASKARAN SIBERKATS

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Vaccination Suggestions

NOBIVAC FVRCP (modified live) vaccine used to prevent Panleukopenia, Rhinotracheitis, Calicivirus and Chlymidia. All shot records will be provided. **Please do not use KILLED vaccines.**

NO FIP VACCINE: Please do not allow anyone to give this cat a vaccine for Feline Infectious Peritonitis. According to recent reports, this vaccine is totally ineffective and may actually predispose your cat to the disease.

NO FELINE LEUKEMIA VACCINATIONS: It is felt at this time the risk of contracting this disease is far less than the severe reaction and even death that are occurring now by the vaccinations. Hopefully, better and safer vaccines will be available in the future. Until then, **just say NO**

RABIES VACCINE should be given based on your state laws. Your kitten does not come with a rabies vaccine.

FEEDING SUGGESTIONS

WATER: Water must be fresh and available at all times. **BIG BOWL!**

DRY FOOD: High Protein LOW CARB dry food should be available at all times.

WET FOOD: Raw meat and high quality canned food, we recommend EVO

DO NOT USE MILK! It can cause intestinal upset. Goats milk is okay.

Please review the link "Planning for your kitten" on the nursery page.

STRINGS OF THREAD-Hair Ties-Rubber Bands - ARE VERY DANGEROUS TO YOUR KITTEN. Cats cannot spit them out once they are on their tongue so keep all dangerous items away.

MANY HOUSEHOLD PLANTS ARE TOXIC. BE AWARE OF WHICH ONES ARE! There are lists to be found by searching the web.