

# Minnesota Sphynx Animal Contract:

Effective January 1, 2019

WWW.MINNESOTASPHYNX.COM

MINNESOTASPHYNX@GMAIL.COM

## Buyer/Purchaser

Name(s): \_\_\_\_\_

Address (w/City & State): \_\_\_\_\_

\_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_

## Description of Cat / Kitten

Breed(circle): Sphynx / Elf / Dwelf / Bambino

Name (in Breeder's records): \_\_\_\_\_

Color: \_\_\_\_\_ DOB: \_\_\_\_\_

Microchip # \_\_\_\_\_ Sex: Male \ Female

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

Quality(circle): Altered, Show or Breeding

Price: \$ \_\_\_\_\_ + Air Fare /Other: \$ \_\_\_\_\_ Total: \$ \_\_\_\_\_

Deposit: \$ \_\_\_\_\_ Date paid: \_\_\_\_\_ Paid Via: \_\_\_\_\_

Date balance paid: \_\_\_\_\_ Paid Via: \_\_\_\_\_

## To The Buyer:

Minnesota Sphynx Cattery requires a non-refundable deposit to reserve/claim a kitten/cat. This deposit will go towards the total agreed upon purchased price. Minnesota Sphynx Cattery, Llyssa St.Martin, hereinafter will be referred to as "Seller" or "Breeder" and all registered kittens/cats will carry the Minnesota Sphynx name. This kitten/cat sales contract entered into on \_\_\_\_\_ (date) between Llyssa St.Martin (breeder) and

\_\_\_\_\_ (buyer).

## Terms & Conditions

- (1) The purchase price of the above kitten/cat is US \$\_\_\_\_\_, and includes a \$500 non-refundable deposit (due upon reservation of a specific kitten/cat). If purchase price is less than \$500, then the full purchase price is due upon reservation of a specific kitten/cat. Balance, plus any shipping fees, shall be paid in full by kitten's 10 week birthday, or 1 week prior (minimum) to the date shipping is booked, whichever is sooner. Shipping will not be scheduled until full payment is received. If the kitten/cat is not picked up within the date options given by the breeder, and other arrangements have not been made, the buyer forfeits any money paid to the breeder, and the breeder is then free to resell the kitten/cat. If buyer needs cat/kitten to stay with the breeder after the given dates, a boarding fee of \$20 per day will be charged. All shipping, insurance, airline carrier charges, and health certificate costs shall be paid by the buyer, and will be included in the final balance due. It is the responsibility of the buyer to purchase insurance and/or file a claim with the courier if the kitten/cat is lost, stolen, damaged, delayed or the transport resulted in the mortality or illness of the kitten/cat.

If the buyer has placed a deposit, and does not want a kitten from the current litter, they have the option to either wait and be placed at the top of MN Sphynx's next litter, or forfeit their deposit. However, if there are available kittens, but Buyer still chooses to wait to choose a kitten from a future litter, they will be subject to any new pricing. There is no guarantee as to which colors or characteristics will be produced for any litter, and no guarantee as to how any kitten will look as an adult. If Buyer placed a deposit on a specific kitten, and later wants to switch or pick a different kitten, a \$250 initial charge will be deducted from the original deposit, then an additional \$150 charge will incur for every 1 week the kitten was deemed 'sold/reserved' to remedy missed adoption opportunities. Once the original deposit amount has been depleted, the charges will be added to any future kitten's price they choose to purchase.

- (2) Health Guarantee: This kitten is guaranteed of sound health upon pickup, and for a period of 72 hours thereafter, if vetted within that time. It is highly recommended that the new kitten be quarantined from other animals for at least 10 days. Buyer can and should, at their cost, take kitten/cat to a licensed veterinarian that is experienced with hairless breeds for a full exam within the 72 hour period. Breeder is not responsible for vet bills after this period, unless Breeder is notified of a covered issue within the covered period. Non-covered illnesses are outlined in paragraphs below. The purchaser is responsible to notify the breeder immediately of any adverse findings. Failure to have the animal checked by a licensed veterinarian within 72 hours will void the guarantee.

This kitten is guaranteed against life-threatening congenital defects, including hypertrophic cardiomyopathy (HCM), until the age of twenty four (24) months. If the kitten/cat has been determined by a licensed veterinarian to have a fatal illness or life-threatening defect, or to have HCM, as determined by an echo-cardiogram from a cardiologist, before it reaches the covered age, Buyer can return said cat/kitten, and Breeder will replace kitten with a new kitten of equal value when one becomes available, OR Buyer can choose to keep the kitten/cat and receive a partial refund according to the following schedule: Kitten age 0-10 months = 40% of purchase price; 11-17 months = 35% of purchase price; 18-24 months = 25% of purchase price. The breeder does have the right to have second opinion by a vet of his/her choice, at the cost of the breeder. However, all transportation and all other veterinary costs are the responsibility of the buyer.

All cats in Breeder's program, and at their facilities have been tested negative for FeLV/FIV, FHV and other respiratory viruses/bacteria, and have never had an instance of FIP or fungus in over 10 years. Therefore, after leaving Breeder's residence for over 48 hours, the breeder cannot be held accountable for future diagnosis of FeLV/FIV, FIP, FHV, any other bacterial or viral infections/diseases, Giardia, parasites, or fungus, due to the fact that they can be contracted anywhere in the environment after leaving Minnesota Sphynx Cattery. Buyer accepts all responsibility for protecting kitten/cat from said diseases, illnesses, parasites and fungi.

If the kitten should die before the age of twenty four (24) months, and Buyer believes the cause to be congenital, Buyer must notify Minnesota Sphynx immediately, and then furnish a Feline Necropsy report with lab findings indicating cause of death. If Necropsy findings indicate cause of death was undoubtedly directly linked to congenital defect, Breeder will replace the kitten when another becomes available. Purchaser is responsible for any shipping costs involved. If the breeder cannot offer a new kitten within one year, Breeder will refund to the buyer the price of kitten only, according to the following schedule: Kitten age at death: 0-10 months = 100% of purchase price; 11-17 months = 75% of purchase price; 18-24 months = 65% of purchase price.

- (3) 30-Day Pet Insurance: Included in the price of this kitten is 30 days of pet insurance. This insurance is provided through Trupanion, and Buyer must activate the policy by following the instructions on the Certificate included in the "Kitten Pack" given at pickup/delivery within 24 hours of taking possession of the kitten. There is no obligation to Buyer associated with activating the provided policy, and Breeder receives no compensation or benefits for participation. The provided 30 day policy covers only the policy premium, and Breeder is not responsible for any costs associated with it, included, but not limited to deductibles and co-insurance costs. This policy may not be accepted at all veterinary providers, and Buyer is responsible for determining participation.
- (4) Vet Care: The breeder will have completed age-appropriate vaccinations and worming, according to the breeder's vaccination schedule, prior to the kitten/cat leaving, but it is the buyer's responsibility to keep the kitten/cat up to date with vaccines, according to the schedule in the Kitten Health Record, and to have a health check performed by a licensed veterinarian at least every year. All kittens/cats will continue to be vaccinated according to the custom Vaccine Schedule outlined on the Health Record given with the kitten at delivery/pickup. Failure to do so shall be considered a breach of contract. All Minnesota Sphynx breeder cats have been tested for, and found to NOT have, FeLV or FIV Virus, and thus, the administration of FeLV and FIV vaccinations is not advised, except for in the circumstance that they will be living with another cat who has IFA (not SNAP) tested positive. The administration of the FIP vaccine is also not advised! If the kitten is vaccinated against FIP, the health guarantee in this contract is null and void. The breeder does not warranty the kitten/cat against any adverse reactions to future vaccinations.

Minnesota Sphynx highly recommends an echo-cardiogram as HCM screening yearly, beginning at one (1) year of age, and then every six (6) months beginning at age seven (7).

- (5) When purchasing a cat/kitten without rights, it will be spayed/neutered prior to leaving. When purchasing a retired adult, no registration papers will be given to new owners.

The responsibility and costs of altering this cat/kitten is as follows: if purchased as pet, then Breeder is responsible; if purchased as show, Buyer is responsible (as outlined in attached Showing Rights Addendum); if purchased as breeding, Buyer is responsible (as outlined in attached Breeding Rights Addendum). I understand that, unless specified at the top of this contract, I do NOT have the right to breed this kitten.

Showing rights do not authorize right to breeding. Any breach of this contract will result in the breeder taking immediate possession of said kitten/cat, along with any offspring, or the breeder being owed any money received from the selling/rehoming/adopting of any of said cat's offspring at any time.

(A) If the kitten/cat is sold as a show cat, we cannot guarantee their performance in the show ring or how they will develop as they grow or even if they will tolerate it. Although, some cats are show quality, not all cats enjoy that environment. Receiving showing rights from breeder does NOT authorize right to breed.

- (6) It is understood that degrees of hairlessness in Sphynx and Sphynx-hybrid breeds vary from cat to cat, and that no Sphynx or Sphynx-hybrid is completely hairless. It is understood that hormones, climate change, genetics and even diet play an important role in hairlessness. It is possible the above kitten/cat could develop or lose some hair at any time. It is also impossible to guarantee that this kitten/cat will not grow some hair at some point in the future.
- (7) The buyers accept responsibility to care for this kitten/cat *properly* for its entire life. Please be sure your selected vet has thorough experience with hairless breeds - Certain characteristics of these breeds are different from other cats, and they should be familiar with their specific needs. This kitten/cat must be given high-quality fresh food (cats are carnivores, not omnivores - their systems are made to digest a diet of mostly meat), clean water, and proper medical treatment as needed, including yearly check-ups, vaccinations and wormings according to the custom Vaccine Schedule outlined on the Health Record. It shall be kept indoors, as part of the family, and never caged. **It will NOT be declawed.** Declawing your kitten/cat is not only a breach of contract, but will also result in the buyer being charged with animal cruelty. In Minnesota, this is a misdemeanor offense with punishment of up to 90 days in jail and fines up to \$3,000.
- (8) If Buyer ever needs to/wishes to rehome/sell the kitten/cat, for ANY reason, Breeder MUST be notified and given First Right of Refusal; which will be no more than 25% of the original purchase price, not including shipping or travel charges. The kitten/cat's complete medical record must accompany returned kitten/cat. If no record is given, or if care and/or vaccinations were not kept current, no refund will be given. If kitten/cat is rehomed/sold without being offered to Breeder, Purchaser will be charged a penalty fee of \$5,000. If Buyer can no longer properly care for this kitten/cat, or conditions at the kitten/cat's home become unacceptable, as determined by Breeder, it is considered a breach of this contract, and the kitten/cat shall be returned to Breeder immediately. Breeder has the right to 'check-up' on any kitten or cat purchased from Minnesota Sphynx Cattery, including requesting veterinary records, and contacting the kitten/cat's current and past veterinarians for health records. Breeder has the conditional right to reclaim kitten/cat without refunds of purchase price for any breach of this contract. Breach of this contract will have a penalty fee, which is, at minimum, the purchase price of the above kitten/cat, plus costs of caring for the kitten/cat. Under no circumstances will the kitten/cat be sold, leased or given to any pet store or surrendered to any shelter/humane society/rescue/research lab, etc.
- (9) If Buyer moves or gets a new address, Buyer shall notify the breeder of their new information ASAP, but no later than 3 months after the move.
- (10) Buyer is bound by all conditions set forth in this contract. By placing a deposit or purchasing/adopting a kitten or cat from Minnesota Sphynx, Buyer acknowledges that he/she has read, understands, and agrees to ALL of the terms and conditions in this contract. Any legal action which may arise under the terms of this contract, will be enforced in Rice County, MN, USA. Buyer shall be liable for any court and/or lawyer costs and related charges, including attorney's fees, associated with the breeder enforcing the terms of this contract. The laws of the state of Minnesota shall be controlling. A STATEMENT OF MINNESOTA LAW GOVERNING THE SALE OF DOGS AND CATS -The sale of dogs and cats is subject to consumer protection regulations. Minnesota law also provides safeguards to protect pet dealers and animal purchasers. Attached is a copy of Minnesota Statutes, section 325F.791. Contained within this law is a statement of your consumer rights. Subdivision 1. Disclosure. Every pet dealer shall deliver to each retail purchaser of an animal written disclosure as follows: (a) The name, address, and USDA license number of the breeder and any broker who has had possession of the animal; the date of the animal's birth; the date the pet dealer received the animal; the breed, sex, color, and identifying marks of the animal; the individual identifying tag, tattoo, or collar number; the name and registration number of the sire and dam and the litter number; and a record of inoculations, worming treatments, and medication received by the animal while in the possession of the pet dealer. (b) A statement signed by the pet dealer that the animal has no known health problem, or a statement signed by the pet dealer disclosing any known health problem and a statement signed by a veterinarian that recommends necessary treatment. The disclosure shall be made part of the statement of consumer rights set forth in subdivision 10. The disclosure required in paragraph (a) need not be made for mixed breed animals if the information is not available and cannot be determined by the pet dealer. Subd. 2. Records. The pet dealer shall maintain, for one year, a copy of the statement of consumer rights delivered to the purchaser. Subd. 3. Registration. A pet dealer who represents an animal as eligible for registration with an animal pedigree organization shall provide the retail purchaser, within 90 days of final payment, the documents necessary for registration. If these documents are not received from the pet dealer, the purchaser may retain the animal and receive a refund of 50 percent of the purchase price, or return the animal, along with all documentation previously provided, and receive a full refund. The pet dealer shall not be responsible for delays in registration which are the result of persons other than the pet dealer. Subd. 4. Health. No animal may be offered for sale by a broker or pet dealer to a retail purchaser until the animal has been examined by a veterinarian. The veterinarian used by the broker shall not be the same veterinarian used by the pet dealer. If the pet dealer is not the breeder of the animal, each animal shall be examined within two days after receipt of the animal by a pet dealer and within four days of delivery of the animal to the purchaser by the pet dealer. The cost of the examination shall be paid by the pet dealer. Subd. 5. Responsibilities of purchaser. To obtain the remedies provided in subdivision 6, the purchaser shall with respect to an animal with a health problem: (a) Notify the pet dealer, within two business days, of the diagnosis by a veterinarian of a health problem and provide the pet dealer with the name and telephone number of the veterinarian and a copy of the veterinarian's report on the animal. (b) If the purchaser wishes to receive a full refund for the animal, return the animal no later than two business days after receipt of a written statement from a veterinarian indicating the animal is unfit due to a health problem. With respect to a dead animal the purchaser must provide the pet dealer a written statement from a veterinarian, indicating the animal died from a health problem which existed on or before the receipt of the animal by the purchaser. Subd. 6. Rights of the purchaser. If, within ten days after receipt of the animal by the purchaser, a veterinarian states, in writing, that the animal has a health problem which existed in the animal at the time of delivery, or if within one year after receipt of the animal by the purchaser, a veterinarian states, in writing, that the animal has died or is ill due to a hereditary or congenital defect, or is not of the breed type represented, the animal shall be considered to have been unfit for sale at the time of sale. In the event an animal dies due to a health problem which existed in the animal at the time of delivery to the purchaser, the pet dealer shall provide the purchaser with one of the following remedies selected by the purchaser: receive an animal, of equal value, if available, and reimbursement for reasonable veterinary fees, such reimbursements not to exceed the original purchase price of the animal; or receive a refund of the full purchase price. In the event of a health problem, which existed at the time of delivery to the purchaser, the pet dealer shall provide the purchaser with one of the following remedies

selected by the purchaser: return the animal to the pet dealer for a refund of the full purchase price; exchange the animal for an animal of the purchaser's choice of equivalent value, providing a replacement is available; or retain the animal, and receive reimbursement for reasonable veterinary fees, such reimbursements not to exceed the original purchase price of the animal. The price of veterinary service shall be deemed reasonable if the service is appropriate for the diagnosis and treatment of the health problem and the price of the service is comparable to that of similar service rendered by other veterinarians in proximity to the treating veterinarian. Subd. 7. Rights of pet dealer. No refund, replacement, or reimbursement of veterinary fees shall be required if any one or more of the following conditions exist: (a) The health problem or death resulted from maltreatment, neglect, or a disease contracted while in the possession of the purchaser, or from an injury sustained subsequent to receipt of the animal by the purchaser. (b) A veterinarian's statement was provided to the purchaser pursuant to subdivision 1, paragraph (b), which disclosed the health problem for which the purchaser seeks to return the animal. (c) The purchaser fails to carry out recommended treatment prescribed by the examining veterinarian, pursuant to subdivision 1, paragraph (b). Subd. 8. Contest. (a) In the event that a pet dealer wishes to contest a demand for the relief specified in subdivision 3 or 6, the pet dealer may require the purchaser to produce the animal for examination or autopsy by a veterinarian designated by the pet dealer. The pet dealer shall pay the cost of this examination or autopsy. The pet dealer shall have a right of recovery against the purchaser if the pet dealer is not obligated to provide a remedy under subdivision 6. (b) If the pet dealer does not provide the relief selected by the purchaser set forth in subdivision 3 or 6, the purchaser may initiate a court action. (c) The prevailing party in the court action shall have the right to recover costs and reasonable attorney fees not to exceed \$500. Subd. 9. Posted notice. Every pet dealer shall post in a prominent location of the facility, a notice, in 48-point boldface type, containing the following language: "Information on all dogs and cats is available. You are entitled to a statement of consumer rights. Make sure you receive this statement at the time of purchase." Subd. 10. Statement of consumer rights. Every pet dealer shall provide the retail purchaser a written notice of rights, which shall be signed by the purchaser, acknowledging that the purchaser has reviewed the notice, and signed by the pet dealer certifying the accuracy of the information contained in it. A signed copy shall be retained by the pet dealer and one given to the purchaser. The notice shall be in 16-point boldface type and shall state as follows: "A STATEMENT OF MINNESOTA LAW GOVERNING THE SALE OF DOGS AND CATS - The sale of dogs and cats is subject to consumer protection regulations. Minnesota law also provides safeguards to protect pet dealers and animal purchasers. Attached is a copy of Minnesota Statutes, section 325F.79. Contained within this law is a statement of your consumer rights." The statement of consumer rights shall also contain or have attached the disclosures required under subdivision 1. Subd. 11. Limitation. Nothing in this subdivision shall limit the rights or remedies which are otherwise available to a purchaser under any other law. Any agreement or contract by a purchaser to waive any rights under this chapter shall be null and void and shall be unenforceable.

(11) This contract is legally binding, and enforceable for any and all kittens or cats purchased, adopted, or fostered through Minnesota Sphynx, whether or not the Buyer has physically signed the contract. By placing a deposit or purchasing/adopting a kitten or cat from Minnesota Sphynx, Buyer acknowledges that he/she has read, understands, and agrees to ALL of the terms and conditions in this contract. A copy of this contract is available on our website, or via postal mail or email upon request, and available at pickup. All responsibility to familiarize and understand all aspects of this contract falls upon the Buyer, and 'Insufficient/No Knowledge' is not a defense for deviating from the terms of this contract. Breeder's signature and date below indicates the date this contract came into effect; otherwise this agreement is considered effective the date Buyer physically acquires kitten/cat, with or without Buyer's signature. There are NO other conditions or guarantees, verbal or implied, and no verbal deviations or additions are valid. No other warranties or guarantees are provided, other than those specifically outlined in this contract, or those added on a formal, written addendum that has been signed and dated by both Buyer and Breeder.

I certify, as buyer of the animal described in this Animal Contract, that I agree to all terms and conditions described in this Animal Contract, release all future veterinary/vet/medical records for this animal, have received or was offered a Health Record, which indicates all inoculations, worming treatments, and any medication provided for this animal, a copy of consumer protection regulations, and that the described animal shows no current signs of infectious or contagious diseases, and have been informed that this animal:

- Has no known health issues; or
- Has health issues as described by attached veterinarian statement

Buyer(s): \_\_\_\_\_ Date: \_\_\_\_\_

(Not Required)

Breeder: \_\_\_\_\_ Date: \_\_\_\_\_