

Breeder: Annabel M. Cailles - Phone: (916) 910-9200 Registered With C.F.A. (www.cfa.org), & C.F.F. (www.cffinc.org) T.I.C.A. (www.tica.org) Websites: www.tresorsiamesecats.com, www.tresorbalinesecats.com <u>E-mail: tresorcats@comcast.net</u> / tresorcats@gmail.com

★AGREEMENT OF SALE CONTRACT★

| Buyer(s) Name: | | |
|----------------|---------------|-----------|
| Phone: () - | Alt. Phone: (|) - |
| Address: | • | • |
| City: | State: | Zip Code: |
| E-mail: | | |

| Tresor Cats (hereby kno | own as 'seller') agrees t | o sell to | b Buye | er, the cat(s) described | |
|--|---------------------------|-----------|--------|--------------------------|--|
| below for a price of \$ | total. | Which | includ | les a non-refundable | |
| deposit of \$ | paid on (date) | / | / | Personal checks are | |
| accepted towards depos unless the buyer pays th order. | | | | • | |

This payment is given towards the acquirement and purchase of (circle one or as needed):

| 1) | Number of KittensNum | nber of Males | Number of Fo | emales: | |
|---|---|-------------------------|-----------------------|-------------------------|--|
| 2) | Color Point(s) (Check All That Apply): | Seal 🖵 - Chocolate [| 🗅 - Blue 🖵 - Lilad | c 🗆 - Seal Lynx 🖵 - | |
| Ch | ocolate Lynx 🖵 - Blue Lynx 🖵 - Li | ilac Lynx 🖵 🛛 Tortie P | oint (Describe Color) | | |
| Re | l Point 🖵 Other: 🖵 | | | | |
| 3) | 3) Breed of cat/kitten (Check All That Apply): SIAMESE 🖵 - BALINESE 🖵 - OTHER 🖵 | | | | |
| 4) | D.O.B: (1st cat) / / | (2nd cat) | / / | or TBD: 🗖 | |
| 5) | Kittens(s) Pet (Not For Breeding) Price | (each): MALE: <u>\$</u> | , FEMA | LE: <u>\$</u> | |
| 6) | Special Price (Not For Breeding): MA | ALE: <u>\$</u> | , FEMA | <u>.LE:</u> \$ | |
| 7) | Explanation: | | | | |
| 8) Additional Fees Outside Of the Kittens Purchase Price: \$ | | | | | |
| 9) Is the Kitten Being Picked Up, Shipped, or Hand Delivered? | | | | | |
| 10) | Shipping/Hand Delivery Price Qu | uote: | | | |
| 11) | Hand Delivery/Pick-Up Date & 7 | Гіте: <u>/ /</u> | <u> </u> | <u>а.м./р.м.</u> ТВD: 🖵 | |
| 12) | Advertised name of kitten(s): | | | TBD: 🖵 | |
| | Kittens New Name (if any): | | | TBD: 🖵 | |
| 14) | Tom (Sire): | | | TBD: 🖵 | |
| 15) | Queen: | | | TBD: 🖵 | |

Payment Details:

NOTE: Only cash will be accepted as the final form of payment for kittens that are picked up in person and have not been paid for in advance. Zelle is accepted so long as the payment is made on a weekday (no weekends) prior to the kittens pick up appointment (kittens are picked up on Saturdays unless otherwise stated or mutually arranged). Checks and money orders are accepted so long as they are paid to the seller two weeks prior to the kitten being picked up or shipped/hand delivered.

Form of FINAL payment (check what is applicable): PERSONAL CHECK \Box - CASH \Box - CASHIERS CHECK \Box - ZELLE \Box - OTHER (please explain) \Box ______

| Final Payment For: 1st kitten: | <u>\$</u> 2nd kitten: <u>\$</u> | 3rd kitten: <u>\$</u> |
|--------------------------------|---------------------------------|-----------------------|
| Total Final Payment: <u>\$</u> | Bank Name: | |
| Check No. /Confirmation #1: | Payment Date: | / / |
| Check No. /Confirmation #2: | Payment Date: | |
| Note: | • | |

Spay/Neuter Clause:

All kittens will be sold spayed (females) & neutered (males) by a licensed veterinarian of the sellers choice with the exception of kittens who are not physically sound due to various factors which could include: In males; undescended testicles, or any other physical or medical abnormality. In females;, low weight, and small/petite body size or any other physical or medical abnormality. In these rare cases a kitten may be sold intact, but with the written condition that the kitten be spayed/neutered at a later date when it is deemed safe to do so by a licensed veterinarian of the buyers (new owners) choice, provided the kitten is the new owners possession. If the kitten leaves us intact, then the buyer must never allow the kitten(s) sold in this agreement to reproduce any offspring as it would violate the terms of this sale agreement. Pedigree registration paperwork will be withheld from kittens who leave our home intact, but will be provided to the buyer (new owner) once proof of spay/neuter is submitted to the seller (Annabel Cailles/Tresor Cats). Any special agreements in terms of discounted pricing or conditions of a special sale must be written in the "NOTES" section of this contract and "INITIALED" by both the seller and the buyer. All kittens that are altered by the sellers veterinarian will have written proof of their spay/neuter surgeries in the form of certificates as proof of the procedure(s).

Pedigree Registration Clause:

In cases where the kittens are altered by the seller, the seller has the option to provide the buyer with the kittens pedigree registration paperwork when the kitten leaves. Seller is registered with TICA, CFA, CFF. Seller will determine the registry that will be used to register the kitten(s) sold in this agreement. If the registration papers are not readily available, seller has 30 days from this contracts date of sale (date kitten was paid in FULL) to mail the registration slip(s) to the buyer. Buyers must fill out the registration slip(s) and follow the instructions on registering the kitten(s) under the proper name of their choice and buyers information as owner of the cat, and to pay the registration fees to register the kitten(s).

Health Guarantees Clause:

The seller is transferring this cat/kitten to the buyer in good faith as a healthy and well cared for animal. Seller guarantees this cat (or cats) to be free from feline leukemia virus (FeLV), and feline immunodeficiency virus (FIV). The Buyer is encouraged to have the cat(s)/kitten(s) examined by a licensed veterinarian of the Buyers own preference within a period of 72-hours from the date of sale, or date cat/kitten leaves TresorCats. If cat(s)/kitten(s) is/are examined within 72-hours of purchase by a licensed veterinarian and the animal is found to be unhealthy and not pet quality, it/they may be returned to the seller at buyers expense. Buyer shall be responsible for paying the transportation fees to send the cat(s)/kitten(s) back to the seller, after the animal is received by the seller, a refund of the pet purchase price will be given to the buyer, and this does not include any shipping fees or veterinary expenses, proof will be required in writing by the licensed veterinarian that examined and deemed the animal unfit/ unhealthy as a pet. If professional medical care is given to the cat during this 72-hour period or after 72hours of the date of sale, the Buyer shall be responsible for all veterinary or other professional expenses incurred on behalf of the cat/kitten. TresorCats (Annabel Cailles) does not refund veterinary expenses; it is the buyers responsibility to pay for those expenses. After this 72-hour period, the seller makes no guarantees to the health or suitability of this cat/kitten with the following exception: If, at any time prior to the Cat/Kittens 2nd, or 4th birthday (whatever term was selected in the NuVet Plus Health Agreement), the cat/kitten should develop an undisputedly hereditary defect precluding the cat's natural ability to be reasonably suited as a healthy Household pet, the seller will replace the cat/kitten, however NO CASH REFUNDS will be given after 3 days from date of sale/transfer. It is strongly recommended that the kitten(s) be quarantined from other pets for at least 14 days. Be aware that the stress induced in an animal when going to a new home may cause symptoms of illness, including a minor upper respiratory infection, to appear in an otherwise healthy animal. Buyer agrees to have this animal examined by a licensed veterinarian of the Buyers choice at the Buyers expense within 72-hours of purchase, for the sole purpose of confirming the animals' health condition.

Veterinary Vaccines & Care Clause/NuVet Supplementation/Microchip Information:

The above cat(s)/kitten(s) has/have been or will be inoculated two to three times with the following: 3-in-1 &/or 4-in-1 Feline Distemper vaccine (Rhinotracheitis, Calici, Panleukopenia, Chlamydia). The cat(s)/ kitten(s) sold in this agreement will leave de-wormed, and microchipped, unless otherwise agreed.

Buyer, please Initial next to ALL of the statements below:

Buyer Initials: _____ As the buyer, I guarantee that the cat(s)/kitten(s) sold to me in this agreement of sale contract will not be denied needed veterinary attention.

Buyer Initials: ______ As the buyer, If the kitten I acquired is not spayed/neutered, then I guarantee that I will have the kitten(s) sold to me in this agreement altered by 7 months of age (unless a Veterinarian deems it medically impossible), and will NOT allow the kitten(s) / cat(s) to reproduce any offspring.

Buyer Initials: ______ As the buyer, I agree to provide the seller (Annabel Cailles of Tresor Cats) with proof of the kitten/cats alteration (Spay/Neuter) once it is performed by a veterinarian of my choosing. I will email or mail or text a copy of the spay/neuter certificate, or a copy of the vet bill to the breeder/seller (Annabel Cailles of Tresor Cats) as proof that I have had this kitten/cat successfully altered (spayed/ neutered).

OPTIONAL: Buyer Initials: ______ As the buyer, I agree to supplement the cat(s)/kitten(s) sold to me by TresorCats in this agreement with the NuVet Plus vitamins for a the term of either 2 years, or 3 years or 4 years (whichever year term I chose as the buyer in the "Health Agreement").

Buyer Initials: ______ As the buyer, I understand that the cat(s)/kitten(s) sold to me in this contract will be implanted with a microchip before 12 weeks of age by TresorCats. As the buyer, I agree that I will submit my kittens microchip registration form to the registry organization by mail, or by fax, by phone, or by e-mail, or online submission within 1 week of the date of sale. Please refer to your microchip registration form for instructions.

Due to the possible side effects to certain vaccines that may pose a health risk to our kittens, we do not immunize for FIP (feline infectious peritonitis), if this treatment is implemented, then all health guarantees implied or specified will become null and void. Buyer has received or will receive a record of vaccinations.

Legal Details:

It should be mutually agreed by both the seller and buyer that if there are any disputes pertaining to the sale of the animals(s) sold in this agreement that they be resolved out of court and with a fair understanding by both parties. However, if any legal action is required to enforce the terms of this contract, such mentioned legal action will be brought forth in Sacramento County in the state of California. Buyer shall be liable for any court costs and related charges including attorney's fees associated with Seller enforcing the terms of this contract, or by the Seller having to respond to any legal claims by the Buyer.

Responsible Pet Ownership Care Clause

The buyer agrees to provide proper housing and diet, fresh water, NuVet plus vitamins starting from the date of sale if agreed to do so under the health agreement, parasite/protozoa control, and general health care, including the completion of immunizations plus yearly boosters and prompt veterinary care for any illness or condition requiring medication or surgery. The cat/kitten is to be kept inside at all times to safequard their immune health. The seller (Annabel Cailles) considers herself to be a professional hobbyist Siamese/Balinese pedigree breeder, and as such has a keen interest in ensuring the genetic health of the lines involved in her breeding program. Pet cats or pet kittens from TresorCats cannot be resold or transferred for any reason whatsoever, unless the original owner is unable to keep them for reasons including: Death, serious illness, financial distress, allergies, and any other reason that impedes the owners natural ability to properly care for the cat/kitten. In the event that the buyer cannot keep the kitten or cat as a pet, the buyer will be responsible to find a suitable home for the cat/kitten. Tresor Cats can assist in the rehoming process, but is not obligated to do so, or to accept kittens or cats by force. TresorCats must be notified of any changes to the cats/kittens ownership. While the strict health of this animal cannot be guaranteed except as noted above, the seller welcomes and encourages any dialogue between the buyer and the seller. Both parties must initial deletions or additions to this contract. In signing this document, Buyer acknowledges that he/she has read, fully understands, and agrees to all of the terms and conditions of the above sale agreement.

Aware that this agreement of sale is for mutual benefit, we hereby affix our signatures.

Sellers Signature (Annabel M. Cailles)

Buyer Signature

/ / Date: mm/dd/year

/ / Date: mm/dd/year

NOTES (Must be initialed by both seller & buyer):