

Application and Terms for Adoption of a Feline from KyTy Kittens

Updated by KyTy Kittens on 31 Jul 2013

Section 1 – Understanding your Agreement

Dear BUYER,

Thank you for your interest in our kittens! We truly hope that you can see the passion and care that we take for all our feline family members; for we do not view our cats as mere property. Nor are they *just* pets; they become part of our family the moment they are born. ***KyTy Kittens is not simply a place where cats are born***; it is the first home they know, and we do all that we can to ensure that it is as wonderful for them as possible. Furthermore, we strive to match these littlest members of our family to new families that will love and care for them in the same manner they are accustomed to—the same manner they deserve.

Our *Terms for Adoption* are the conditions to which both parties—KyTy Kittens, referred to throughout this document as “the SELLER”, and you, “the BUYER”—must adhere. As with any agreement where money is exchanged for goods or services, it is very important to carefully and fully read the entirety of the document. Once signed, it is a legally binding agreement that will be enforced. Saying, ***“I didn’t read it” is no defense for breach of contract.*** The financial ramifications of breach can be extensive, as outlined later, so it is best to avoid finding yourself in that situation.

This contract is also our way of clarifying all issues and answering any questions, before an adoption takes place. Our goal is not to muddy the transaction with large amounts of legal jargon and confusing terms. This contract is meant to avoid misunderstanding. By providing clear, concise terms in complete, straight-forward language, we aim to protect not only our interests in this process, but also you as the adoptive parent, and *most* importantly, the kitten being adopted.

This agreement is only valid when signed by both parties. The original signatures are kept on file, and a copy may be retained by the BUYER, if requested. There is no expiration of the contract outlined below, it remains fully binding and in effect for the life of the animal, unless a new contract is drafted and agreed upon by both parties. ***Please complete this document fully.*** You’ll find a place at the bottom of each page where you should initial. This shows that you have read the preceding information, and gives us confidence that you read, understand, and accept all the terms we have outlined.

If there is any aspect of the contract that is confusing or unacceptable, please feel free to contact us through our website (www.kytykittens.com), directly through our email (info@kytykittens.com), or by giving us a call (816.344.8557). We want all of our adoptive parents to feel comfortable and supported throughout the entire process. Please keep in mind that ***this contract has been carefully crafted and thoughtfully designed to maximize the protection of all those involved.*** While special needs and concerns will certainly be considered, changes to the contract are rare.

Again, we thank you for your interest in our family, and we welcome you to be a part of it!

Sincerely,



Kiley Kelley & Tyson Guttenfelder

Section 2 – Application for Adoption

New Cat Parent Information

Name: _____
Address: _____

Phone: () _____
Email: _____

Veterinarian Information of New Home

(must be provided prior to delivery)

Name: _____
Address: _____

Phone: () _____
Website: _____

Description of Feline to be Adopted

Breed: _____
Color: _____
DOB: _____
Sire: _____
Queen: _____

Sex: Male
Female

Quality: Pet
Show
Breeder

Payment Details

Purchase Price: _____

Additional Fees

Carrier: _____
Health Certificate: _____
Air Fare: _____

Total Fees: _____
Deposit: _____
Other Payments: _____
Balance Due: _____

Notes for Payment completion: _____

Payment Type: Cash
PayPal
Cashier's Check
Credit Card

Credit Card Information VISA MASTERCARD AMEX DISCOVER

Name on Card: _____
Card Number: _____
Date of Expiration: _____ **Signature:** _____

Section 3 – Terms for Adoption

The BUYER and SELLER both agree to the following:

Health at time of Purchase

This feline is, to the best of our knowledge, healthy at the time of sale. He/she has had all age-appropriate vaccinations, including infant boosters against rhinotracheitis, calicivirus, and feline distemper (panleukopenia). Routine feline deworming has also been performed.

Guarantee of Health

This feline is to be of sound health upon arrival. It is guaranteed for a period of 72 hours, when examined by BUYER's veterinarian within that time. It is recommended that the new cat be kept in quarantine during these first 72 hours. If it is found to be medically deficient with an untreatable or life threatening illness, BUYER must notify the SELLER immediately with a letter from the examining veterinarian. Upon its return, it will be replaced with another feline; if one is not available the BUYER will be placed first on the waiting list. If BUYER chooses to forego immediate examination, this encompassing guarantee is void.

The feline is guaranteed against congenital defects until one year following his/her birth. Should he/she die within this time from a congenital defect the feline will be replaced by one of equal quality and value when next available. This guarantee is provided when a necropsy has been performed and a certificate from your vet has been delivered to the SELLER as proof of cause of death. Necropsy and related fees are responsibility of the BUYER. No veterinary services will be reimbursed and will always be the responsibility of the BUYER.

The BUYER understands that, as dictated by The International Cat Association (www.tica.org), degrees in hairlessness varies from cat to cat and that no feline is *completely* hairless. Fur on the tail, feet, face, and back of ears is quite common. Furthermore, it is understood that hormones and genetics play an important role in hairlessness, and that even though a kitten may be almost hairless when purchased, it is possible that said kitten could develop some hair after being neutered/spayed or as it grow older. Reasons for increase in hair production include, but are not limited to: weather and climate of new home, seasonal and hormonal changes, and other factors that have a bearing on general growth.

Transportation to New Home

In the event, BUYER determines he/she is unable to provide in-person pickup of feline, transportation shall be arranged by the SELLER, at the expense of the BUYER. Details of said transportation may be finalized through discussion, prior to signing of contract.

The SELLER cannot guarantee the safety of any method of delivery, and is not responsible for cats lost or stolen after acceptance by the approved carrier. It is the responsibility of the BUYER to file a claim in the event of loss, injury or death of the feline. Assistance will be provided by the SELLER when, and how, possible.

Sterilization of Non-Breeders

BUYER agrees to have feline sterilized (i.e., spayed/neutered) by 5 lbs or 6 months of age, whichever comes first, at BUYER's expense. Papers will not be released until proof is provided, from attending veterinarian, that the feline has been sterilized. If feline is not spayed/neutered by 5 lbs or 6 months of age, SELLER will enforce breach of contract for the maximum dollar amount. SELLER gives no permission to breed, unless expressly stated in this contract.

Use of Breeders

If this feline is purchased as a *breeder male*:

- a) BUYER agrees to not resell feline as stud to anyone, unless transaction is approved by the SELLER.
- b) BUYER agrees not to use this feline for outside stud service under any circumstance.

If this feline is purchased as a *breeder female*:

- a) BUYER agrees not to resell this feline for use as a breeder to anyone, unless transaction is approved by the SELLER.

SELLER makes no guarantees as to the fertility or performance of cats/kittens when purchased for breeding. If feline is purchased as a breeder, BUYER agrees to use good judgment in the breeding activities, and to always breed for healthy, quality kittens of good temperament, that are a good representation of the breed.

BUYER's Initials _____

Ownership Conditions

Feline will be kept as a loved member of the family. Feline will not be caged as a primary living arrangement, i.e. other than for transportation or illness.

BUYER may not resell or re-home feline, under any circumstances, without express permission from the SELLER.

The feline will not be denied needed veterinary attention. If the SELLER is unsure whether medical attention is needed, a veterinarian will be contacted, the situation explained, and the veterinarian's advice acted upon.

The feline will not be allowed outside. These breeds can easily sunburn or develop hypothermia. Exposure to such conditions outside of "room temperature" comfort must be avoided. BUYER will exercise appropriate discretion in the use of clothing or blankets when necessary circumstances arise including, but not limited to, travel or inclement weather. BUYER will consider exposure to indirect UV light, i.e. untreated windows in home or vehicles.

This feline is not to be destroyed for any reason, except when necessary, due to terminal illness or injuries where approved by a veterinarian.

The feline will not be de-clawed. De-clawing is an inhumane mutilation, consisting of amputation to the first knuckle. Weekly nail-clippings and gentle discipline—along with the availability of a scratching post or mat—will greatly reduce scratching problems. Claw caps are also an excellent alternative, readily available at major pet stores or online.

The feline will receive frequent and kind human attention. The kitten will be given the proper diet in the proper amount, and will have fresh water and clean litter boxes available at all times.

Continued Health and Wellness

The SELLER is not responsible for any veterinarian bills incurred once the BUYER's possession. As stated above, BUYER shall visit qualified licensed Veterinarian, within 72 hours, to validate guarantee. After 72 hours covered by the health guarantee, the SELLER cannot be held accountable for future diagnoses of various infections, Giardia, parasites, or fungi, due to possible contact in the environment after leaving the SELLER's possession, and are not a result of genetics or breeding.

In the event feline is being introduced to a multi-pet household, the BUYER will take appropriate precautions, as the SELLER will not be responsible for any illness or injury incurred due to the exposure of the resident pets.

Ear cleaning and baths are recommended weekly, or as needed, depending on constitution or activity of feline. Hairless breeds produce a skin oil that, if left unattended, can lead to infections of the skin, eyes, or ears.

Deposit and Final Payment

The SELLER requires a deposit per feline, determined and outlined on page two of this contract, for reservation. This deposit is totally non-refundable. This deposit is included in the total purchase price agreed upon. Payments are to be made in the form of Pay Pal, Money Order, bank issued Cashier's Check, Cash, or major Credit Card. No personal checks are accepted.

Payments made with Credit Card or PayPal will incur a 3% processing fee per transaction. PayPal account for payment: kkileynoel@yahoo.com.

Returns and Reclamation

If for any reason the BUYER wishes to return or exchange the feline for reasons other than the health of the animal, upon receipt, replacement will be only at the discretion of the SELLER. Exchanges or returns will be looked into carefully. All attempts are made to deliver to the BUYER a healthy feline matched to the BUYER's requests and specifications.

If the BUYER, having placed a deposit for a feline, should decide against purchase, the deposit will not be refunded. If, however, the feline should become unavailable prior to pick-up, due to health conditions or death, the SELLER will replace with a feline of equal/or greater quality and value. If one is not available, the BUYER will be placed first on the waiting list. If, for any reason, the BUYER becomes unable to provide a suitable home for feline, and a new home needs to be located, the SELLER retains first right of refusal to reclaim the feline as a surrender. There will be no monetary refunds, however an appropriate compensation may be offered at SELLER's discretion. This right is not time sensitive, but remains in effect for the life of feline.

BUYER's Initials _____

Section 4 – Certification of Agreement

Breach of Contract

In the event the BUYER is found to have violated any of the terms and conditions of this contract, the feline is to be surrendered unconditionally to the SELLER. The SELLER may reclaim physical and legal ownership of feline with or without due process of law for any breach of contract with no refund of purchase price.

In the event the BUYER is found to have violated any of the terms of this contract, the BUYER shall be liable to the SELLER for damages in the amount of: (a) two times the purchase price of feline, plus expenses for resultant veterinarian care, all attorney, legal and related miscellaneous fees that result in litigating this contract; or (b) \$10,000, whichever is greater. Any legal action, which may arise under the terms of this contract, will be brought in the county/city of SELLER's residence.

This document is a legal and binding contract. This contract is to be governed by the laws of the State of Kansas. The SELLER and BUYER signatures indicate full agreement and approval of all the above terms and conditions of this contract.

There are no other conditions or guarantees, verbal or implied. No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined above.

Any legal action which may arise under the terms of this contract will be brought in Wyandotte County, Kansas, USA. The 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, the 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 Kansas shall be controlling.

Application of Signatures

I, _____, wish to adopt the feline detailed above, and hereby agree to all terms listed within the entirety of the preceding document, and commit to uphold said terms for the life of this animal.

Signature: _____ Date: ____/____/____

As owner of KyTy Kittens and SELLER of feline detailed above, I, *TYSON GUTTENFELDER*, agree to adopt to the name above, and hereby agree to all terms listed within the entirety of the preceding document, and commit to uphold said terms for the life of this animal.

Signature: _____ Date: ____/____/____

As owner of KyTy Kittens and breeder of feline detailed above, I, *KILEY KELLEY*, agree to adopt to the name above, and hereby agree to all terms listed within the entirety of the preceding document, and commit to uphold said terms for the life of this animal.

Signature: _____ Date: ____/____/____