



Purchase Agreement and Health Guarantee

Date:

As part of the purchase agreement for the kitten/cat: **Bemisu Green Hornet**

Born: **Sept 28, 2014**

Sex: **Male**

Color: **Bright Green**

Breed: **Sphynx**

Sire: **Nudelook Enzo Of Bemisu**

Dam: **Bemisu Summer Shandy Of Blaylar**

Price: **\$0000**

1. Bemisu stresses the importance of providing responsible care for the kitten/cat throughout its life; including access to clean litter box, fresh water at all times, food that provides proper nutrients necessary for good health (Royal Canin Kitten Dry Formula), booster vaccine at one year of age then as recommended by your veterinarian, dental care (teeth should be cleaned every 2-3 years), annual physical examination by a Licensed Veterinarian, protection from hazards such as traffic, dogs, and small children. **The kitten/cat will be indoors only and will not be declawed**, instead will be trained to use a suitable cat scratching post taller than the cat itself. If this cat is found to be neglected or in ill health for an unreasonable length of time, purchaser agrees that the Breeder has the right to reclaim the above cat, without refund of the purchase price. Purchaser agrees to pay all court costs, legal fees, travel, and all other expenses that are incurred to enforce this contract with any necessary legal proceedings to take place in County Of Arapahoe, State of Colorado.

2. Bemisu recommends the kitten/cat have a full examination by a Licensed Veterinarian within **(5) five days** of the purchase date noted on form, at purchaser's expense, and to immediately return kitten/cat if the veterinarian finds the kitten to have a terminal or life threatening problem. The evaluation must be documented in writing and signed by a Licensed Veterinarian accompanied by the complete account of kitten/cat's health records from all veterinarians who participated in this kitten/cat's care and is subject to confirmation by Bemisu's choice of veterinarian. If kitten/cat becomes ill within 5 days with disease incubating at time of purchase the buyer agrees to call Bemisu immediately and return kitten to Bemisu for medical care provided through Bemisu's veterinarian with no cost to buyer. Bemisu will replace kitten/cat with next available kitten/cat. **Bemisu is unable to be and will not be responsible for any veterinary expenses incurred by buyer.** The kitten/cat is judged to be in good health at time of sale. Kitten/cat has had vaccinations as noted on records included with kitten/cat. Buyer guarantees that any other cats he owns or will own are free of FELV and other serious contagious diseases. When introducing new cats to his household in the future, buyer agrees to exercise due caution to safeguard the health of this cat. **If FIP vaccination is given to this kitten/cat, all guarantees are null and void.**

3. Purchaser agrees that if the kitten/cat is found to suffer from any hereditary defect within the first 3 years of age, seller will be notified immediately and provide the breeder with an official veterinarian report. If a kitten/cat is diagnosed with Hypertrophic Cardiomyopathy (HCM), the purchaser will provide an eco-cardiogram report from a board certified veterinary cardiologist. The seller agrees to either: 1.) Replace kitten/cat when one becomes available OR 2.) If buyer decides to keep the afflicted kitten/cat, seller will reimburse buyer for \$500 of the original price paid. Purchaser is not entitled to both refund and a new kitten. Guarantee is limited to replacement, and shall not cover veterinary fees or extraordinary expenses. The consideration of HCM will be subject to the evaluation of the seller's veterinarian, the Purchaser's veterinarian and, if required, a third veterinarian unrelated to either party.

4. Bemisu scans all adult breeding adults for HCM by board certified cardiologists. Purchaser understands that although Bemisu's adult cats scan negative of HCM, there is no guarantee the kitten/cat will not develop HCM over the lifetime of the cat. Bemisu highly recommends yearly heart scans (to be paid by the purchaser of the kitten or cat), but understands it will be done at the discretion of the purchaser.

5. Transportation expenses for the delivery of the kitten/cat shall be paid by the purchaser. Expenses may include-airline fees, veterinary exam and an airline approved carrier. Delivery shall be made at a time and destination agreeable to both parties.

6. If purchaser decides to return kitten/cat for reasons other than health, the following conditions will apply: If kitten/cat is returned within 7 days and is returned to the seller in a condition at least equal to that in which the kitten/cat was received by the purchaser, the seller will refund the purchase price of the kitten/cat. **All deposits given on the original purchase price are non-refundable.**

7. Refund for kitten/cats returned after 7 days is at seller's discretion. Bemisu kitten/cat may be returned at any time.

8. Under no circumstances will the kitten/cat be leased, given or sold to any pet shop, research facility or similar facility. Buyer agrees to return the cat to Bemisu if no longer able to keep the cat at any time or age and will not surrender the cat to a humane society or rescue group.

9. Purchaser agrees to notify seller of any change of address or phone number for the first year after cat purchase.

10. **Purchaser's signature indicates full agreement and approval of all the contract provisions and conditions. Any further additions to this contract must be added on this page and be initialed and dated by both parties. Signatures will constitute that this contract is legally binding.**

Buyer _____

Seller _____

Address _____

Address _____

City/state/zip _____

City/State/zip _____

Phone _____ email _____

Phone _____ email _____

Signature _____

Signature _____

