

KAERIK RAGS

Sales Agreement

This Sales Agreement, dated this __ day of _____, 20__, is by and between Kathy Hyneman of Kaerik Rags, with an address of 298 N. Cote Circle, Exton, PA 19341, telephone number: (610) 280-0605 and email address: kaerikrags@verizon.net (“Seller”) and _____, with an address of _____, telephone number: _____, and email address: _____ (“Buyer”).

For and in consideration of the sum of \$_____, received by Seller from Buyer, Seller hereby grants, sells, conveys and transfers the RagaMuffin kitten described below to Buyer, and Seller and Buyer, intending to be legally bound, hereby agrees to all other terms and conditions contained herein.

Sex: _____
Date of Birth: _____
Color: _____
Sire’s Name: _____
Registration Number: _____
Dam’s Name: _____
Registration Number: _____

1. The kitten is sold to Buyer as a pet and may not be used for breeding [sold as a breeding cats pursuant to the additional terms contained in the Breeding Rights Addendum attached heretor]. [Seller must provide Buyer with a veterinarian certification that the kitten has been neutered or spayed [and received its 16 week vaccination-**if kitten leaves before 16 weeks**]. [Buyer agrees that the kitten will be neutered or spayed no later than the time at which the kitten is nine (9) months of age. If Seller does not receive written notification from a qualified, licensed veterinarian that the kitten has been spayed or neutered within 30 days of the time frame set forth in this Section 1, then Buyer agrees to immediately pay Seller an additional Two Thousand Dollars (\$2000). Such payment must be by cash, postal money order or PayPal (with the additional 4% PayPal fee added to the amount paid). No personal checks or any other form of payment shall be accepted.]
2. The kitten may not be sold, traded, leased or otherwise transferred to any pet shop, research laboratory, animal shelter, humane society or similar facility, for resale, adoption or test purposes. Buyer shall notify Seller immediately of any anticipated adoption of, gift or other transfer of the kitten to any other person, and will not transfer ownership of this kitten without notification to Seller.
3. **Buyer agrees to have the kitten examined by a licensed veterinarian within three (3) business days of pickup/delivery of the kitten, and promptly notify Seller in writing, email or by phone call of the examination. Buyer also agrees to keep the kitten isolated from all other pets before being examined by the veterinarian. If Buyer’s veterinarian believes, as a result of the initial examination, that the kitten has a serious health**

problem that will affect the life span or life enjoyment of the kitten, and that the illness was present prior to sale, and a diagnosis of disease or defect (other than stress-induced minor upper respiratory infection or other stress induced ailments set forth in paragraph 5 below) is made, Buyer agrees to provide a written report to Seller, signed by the examining licensed veterinarian, including the diagnosis and all test results upon which the diagnosis is based. After the return of the kitten to Seller, which must be done within two weeks of receipt of the veterinarian's written report referenced above, Seller will, at her option and in her sole discretion, refund the purchase price (excluding shipping or delivery), correct the health condition, or replace the animal with one of similar quality, if and when available, provided, however, that the kitten is in the same mental and physical condition as when it was picked up by, or delivered to, Buyer. All expenses, including health certificates and shipping related expenses, related to return of the kitten to Seller and delivery of a replacement kitten shall be paid by Buyer. THE REPLACEMENT OF A KITTEN OF EQUAL VALUE, OR REFUND OF THE PURCHASE PRICE ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE UNDER THIS AGREEMENT OR ANY OTHER ACTION AT LAW. IN NO EVENT WILL SELLER BE LIABLE TO REIMBURSE BUYER'S VETERINARY EXPENSES. FAILURE TO HAVE THE KITTEN EXAMINED BY A CERTIFIED VETERINARIAN WITHIN THREE BUSINESS DAYS OF RECEIVING THE KITTEN VOIDS ANY AND ALL HEALTH GUARANTEES, INCLUDING THE HEALTH GUARANTEE SET FORTH IN SECTION 11.

4. **BUYER IS REQUIRED TO REGISTER THE KITTEN WITH BOTH CFA AND ACFA. FAILURE TO REGISTER THE KITTEN WITHIN TWO (2) MONTHS OF RECEIPT OF THE KITTEN'S REGISTRATION APPLICATIONS WILL VOID ANY AND ALL HEALTH GUARANTEES UNDER THIS AGREEMENT.**
5. Buyer acknowledges and agrees that new kittens may show signs of stress, as a result of going to a new home, including, but not limited to, sneezing, runny nose, watery eyes, diarrhea, vomiting or constipation.
6. Buyer shall provide for the best possible care, feeding and welfare of the kitten for the duration of the kitten's life. Buyer agrees that the kitten will always receive prompt, high quality medical care. Buyer agrees to provide companionship for the kitten and not leave the kitten alone for long periods of time without human attention. Buyer agrees to provide the kitten with exercise and to provide toys and affection. Buyer agrees not to cage this kitten, except as may be necessitated for medical purposes on a temporary basis. Buyer shall treat this kitten with proper emotional care and not take actions or permit any family member to take any action that could result in the kitten being frightened, including without limitation, chasing the kitten, attempting to trap the kitten, holding the kitten and refusing to let the kitten out of the adopter's hands if the kitten indicates it wants to get down. It is the Buyer's responsibility to be aware of signs of a kitten that does not wish to be held and Buyer acknowledges and agrees that Seller has no control over such a situation and that kittens and cats may not want to be continually held. Buyer's failure to abide by the provisions regarding proper care of the kitten may result in the kitten behaving in a manner in which the kitten would not normally behave, and Buyer agrees that such behavior is not caused by

Seller, but by Buyer's failure to abide by the terms of this Agreement.

7. The kitten is to be kept indoors unless in a protective carrier or on a harness under the control and supervision of Buyer. Buyer shall not allow the kitten to roam outdoors.
8. The kitten shall not be declawed under any circumstances.
9. If the kitten is found to be neglected or mistreated, Buyer will surrender the kitten to Seller, unconditionally and without compensation to Buyer, and shall reimburse Seller for all costs incurred by Seller to reclaim the kitten, including without limitation, all legal costs incurred. In the event Seller reclaims the kitten pursuant to this paragraph, and the registration of the kitten has already been transferred to Buyer prior to the time the kitten is reclaimed, Buyer shall transfer the registration back to Seller at the time Seller reclaims the kitten.
10. Seller guarantees that at the time of sale, the kitten has been immunized as shown in the vaccination record provided to Buyer. Seller represents that her cattery is FeLV and FIV negative. Buyer agrees to provide follow-up vaccinations in a timely manner. **Administration of the FIP or FIV vaccines will nullify any and all health guarantees, express or implied.**
11. The kitten has a two (2) year guarantee against lethal genetic or congenital defects. Seller agrees to, at her sole and absolute discretion, either replace the kitten or refund the purchase price for the kitten (excluding any expense paid by Buyer for transportation of the kitten when purchased and excluding any transportation expense related to a replacement kitten, if Seller has elected to provide a replacement kitten) in the event the kitten dies within two years from the date of sale from any hereditary or congenital defect; provided that Buyer provides Seller with an autopsy report, at Buyer's expense, from a licensed veterinary pathologist selected by the Seller stating unquestionably that the kitten's death resulted from a genetic or congenital defect. The kitten will be replaced with a kitten of equal value, as available, or as stated above, the Seller may refund the purchase price for the kitten, not including transportation expenses, at her sole and absolute discretion. **SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY VETERINARY EXPENSES OR SHIPPING COSTS OR ANY OTHER AMOUNT DUE TO ANY CIRCUMSTANCES WHATSOEVER OTHER THAN AS SET FORTH IN THIS AGREEMENT. THE REPLACEMENT OF A KITTEN OF EQUAL VALUE, OR, AT THE SOLE DISCRETION OF THE SELLER, REFUND OF THE PURCHASE PRICE, ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE UNDER THIS AGREEMENT OR ANY OTHER ACTION AT LAW OR EQUITY.** Buyer understands and agrees that the two (2) year guarantee does not cover any condition stemming from Buyer's neglect, illnesses or accidents that the kitten came into contact with while in Buyer's care, including, but not limited to, blood transfusions, vaccination reactions, and death due to surgical procedures. Buyer understands and agrees that the kitten must be under the regular care of a veterinarian or this health guarantee will be void. Regular care of a veterinarian shall mean that the kitten must be examined by a veterinarian on an annual basis.

12. **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS WARRANTY UNDER THE UNIFORM COMMERCIAL CODE OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNDER THE UNIFORM COMMERCIAL CODE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, UNDER THE LAWS OF THE STATE GOVERNING THIS CONTRACT.**
13. **The failure by Buyer to abide by any of the terms and conditions of this agreement shall void any and all health guarantees contained herein.**
14. Buyer acknowledges and agrees that a failure to comply with any of the provisions of this agreement will damage the reputation and business of Kaerik Rags. Buyer and Seller agree that damages in the amount of the cost of the kitten per breach shall constitute liquidated damages under this agreement, except that Seller retains the right to specific performance of paragraphs 2, 6 and 9 hereof, and such liquidated damages shall be in addition to the Two Thousand Dollars (\$2,000) payable pursuant to a breach under Section 1 of this agreement.
15. Buyer hereby submits to the jurisdiction of the courts in the county and city of the Seller's residence for purposes of enforcement of the terms of this agreement. All expenses and fees to enforce this agreement, including, but not limited to, all court costs and fees and attorney's fees incurred by Seller, shall promptly be reimbursed by Buyer.
16. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
17. Should any provision of this agreement be found to be illegal or invalid or otherwise unenforceable in a court of law in the Commonwealth of Pennsylvania, the remaining provisions shall remain fully valid and enforceable.
18. Buyer has read and understands the terms and provisions of this agreement and acknowledges and agrees that this agreement is a legal and binding agreement, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Sales Agreement on the date first above written.

Buyer:

Seller:

Name:

Name: Kathy Hyneman