



Cinder Belle Cattery

British Shorthair Cat

ADOPTION CONTRACT



CINDER BELLE CATTERY
cinderbellecattery@gmail.com PH: 234-799-1580

Cinder Belle Cattery (the “Cattery” or “we/us”) and the undersigned (the “Adopter” or “you”), in consideration of the mutual covenants in this Agreement and other good and valuable consideration, intending to be legally bound by this Agreement, agree to the following:

1. **DEPOSIT**

- a. To enter this adoption contractor, you must submit a 200 US Dollars deposit, or a reservation fee in agreed amount, to the Cattery, unless waived by the Cattery in writing.

2. **NO REFUND/REIMBURSEMENT**

- a. All money paid to the Cattery is non-refundable.
- b. Money paid to the Cattery not used will be applied toward another kitten/cat of the same or similar breed, of similar age group, for as long as Cinder Belle Cattery is in active operation.
- c. No reimbursement of veterinary expenses, incurred by the adopter, will be permitted by the Cattery under any condition.
- d. No reimbursement of travel expenses, incurred by the adopter, will be permitted by the Cattery under any condition.

3. **KITTEN CARE**

- a. You agree to provide quality indoor sanitary facilities in a home environment, including litter-box(es) kept free of feces and urine with frequent daily shifting and weekly changing, clean drinking water daily and food, along with daily affection.
- b. This kitten/cat will never be allowed outside unsupervised, nor unattended outside on a leash.
- c. You will provide simulating items such as scratching posts and cat trees for the cat. Nails should be kept trimmed. Coat should be kept groomed.
- d. You will provide all age-appropriate veterinary cares for this kitten.

4. **KITTEN IDENTIFICATION**

- a. The Cattery agrees to insert a microchip on your kitten/cat for identification purpose. The microchip numbers for your kitten/cat will be attached to this agreement. The Cattery is not responsible for compatibility of the microchip and your scanning devices.
- b. The adopter agrees to register the kitten/cat’s microchip and maintains current information on the registry.
- c. The Cattery reserve the right to register your cat/kitten’s microchip to the Cattery in the case that the kitten/cat’s microchip is shown as unregistered after the kitten/cat has been in your procession for more than one year.

5. **GUARANTEE**

- a. The Cattery guarantees the kitten/cat will be kept free from pests/parasites: fleas, ear-mites, ticks, lice, fungus, intestinal worms and harmful bacteria.
- b. The Cattery guarantees the kitten/cat will be up to date on all age-appropriate immunizations and provide a record to the adopter.
- c. All documents submitted to the Cattery for claims or pedigree registration supports must have the kitten/cat’s microchip numbers listed and matches the Cattery’s record. The Cattery reserves the rights to decline all claims and support requests for un-identifiable kitten/cat.
- d. Cats/kittens bred by Cinder Belle Cattery have a two-year guarantee against lethal genetic or congenital defects starting from the first date such a cat/kitten is in your possession. If the cat should be diagnosed during the warranty period with a life-threatening genetic or congenital defect (HCM or PKD), but is not euthanized, you must notify the Cattery in writing and provide examination reports signed by more than one impartial veterinarian. The cattery may offer another kitten/cat of similar age and type when available at our discretion. If such a cat/kitten should die or be euthanized due to serious illness from a genetic defect during this period, the Cattery agrees to replace the cat with the next available similar kitten, upon receiving an autopsy report from a licensed, impartial veterinary pathologist. The report must state that illness/death was unquestionably the result of a genetic defect that had occurred in the uterus during development. **This guarantee is voided:**

- i. if the cat is euthanized unnecessarily without approval and recommendation from a licensed, impartial veterinary pathologist, or
 - ii. if there exists any possibility that illness could be from exposure to other cats or the environment, or
 - iii. if the cat shows any signs of external injuries.
- e. Kittens/Cats are guaranteed to be free from FeLV, FIV, and FIP. A health certificate or test reports from a veterinarian will be provided with the kittens/cats. Cinder Belle Cattery provides a one-year guarantee on kittens/cats adopted from us. If the kitten/cat should die or be euthanized due to FeLV, FIV or FIP within one year from the first date such kitten/cat is in your possession , the cattery will replace cat/kitten with like-kind cat/kitten upon receiving an autopsy report from an impartial licensed veterinary pathologist who must state that the death was unquestionably due to FeLV, FIV or FIP. **The following condition voids this guarantee.**
 - i. The adopter is in possession of other feline(s) for any period of time, unless proof provided that such feline(s) are free of FeLV, FIV and FIP and are vaccinated for the full duration of the warranty period. .
 - ii. Administration of FIP vaccine.
 - iii. Cat/kitten is sent to boarding for any time or in contact with other cats in any setting.
 - iv. Cat/Kitten was transported in close proximity with other animals, with the exception of cargo shipping in its own crate.
 - v. Cat/kitten was exposed to a stressful and/or unclean environment.
 - vi. Cat/kitten was allowed outdoors.
 - vii. Cat/kitten was in a cat show.
 - viii. Cat/kitten was used for breeding.

6. **ALTER AGREEMENT:**

- a. All cats/kittens adopted from Cinder Belle Cattery must be spayed/neutered. You are responsible for the spaying/neutering of said kitten/cat at no younger than five months of age and no older than seven months of age. You assume all expenses of spaying/neutering procedures.
- b. No pedigree record will be provided by the Cattery without a proof of spaying/neutering procedure from a licensed veterinary hospital.
- c. You agree never to breed kittens/cats adopted as pets.
- d. If a kitten adopted as pet is not neutered/spayed after one year of age, Cinder Belle Cattery resumes complete ownership and you are responsible for the expense of bringing or shipping the kitten back to the Cattery, as well as any legal fees, if occurred.
- e. You agree to never alter this kitten/cat in any other ways unless it is deemed medically necessary by a licensed veterinarian. Examples of such alteration are declawing, tail removal, ear clipping, etc.

7. **RETURN & REHOME:**

- a. You agree to pick up the cat(s) or kitten(s) from the Cattery with your own transportation, unless other arrangements are made prior to the agreed upon pick up date.
- b. In the event that you are unable to pick up or make arrangement to receive the cat(s) or kitten(s) within reasonable time past the agreed upon rehome date, the Cattery reserves the right to one or more the following actions:
 - i. Deduct medical expenses from your paid reservation and/or deposit credit account.
 - ii. Deduct a daily boarding fee of \$25 from your paid reservation and/or deposit credit account.
 - iii. Rehome the cat(s) and/or kitten(s) to another customer and offer you another kitten at a later time at the Cattery's discretion.
 - iv. Rehome the cat(s) and/or kitten(s) to another customer and cancel your account with no replacement of cat/kitten or refund of money.
- c. In the event that you are unable to keep the cat/kitten in your procession, you agree that said cat will never be relinquished or sold to any businesses such as pet shop, laboratory, cattery or any adoption facility; and you agree to contact Cinder Belle Cattery before selling or trading this kitten/cat to another individual. The Cattery may assist you in finding a new home for your cat or may offer to take the cat back into the Cattery

without refund of money. You may transfer ownership of the cat to another individual for free without informing the Cattery, proving that the new owner is responsible, loving and intent on providing a sanitary, stress-free, cat-friendly home environment without cages and will offer daily interaction of affection and playtime.

- d. The adopter agrees transfer of ownership of this kitten/cat to any entity other than Cinder Belle Cattery, in any conditions, void all **Guarantee** and **Warranty** set forth in this agreement.
- e. The Cattery and the adopter agree that if the kitten/cat being adopted is not properly and humanely cared for at any time during the cat's life, Cinder Belle Cattery has the right to reclaim the kitten/cat without reimbursement of money to the adopter.
- f. In the event that the cat/kitten is lost and found, and the Cattery is contacted by the finder, the Cattery agree to make a minimal of two attempts to contact the adopter in writing and by phone call. The Cattery has the rights to one or more of the following if you fail to retrieve the kitten/cat within 48 hours of being contacted:
 - i. Have the kitten/cat returned to the Cattery.
 - ii. Provide all cares necessary for this kitten/cat on your behalf at the Cattery's discretion without notifying you. Such cares include but are not limited to health screening, diagnostic testing, treatments for illness, hygiene, dental care, food, and shelter.
 - iii. Charge you a \$25 daily boarding fee for any duration of time the kitten/cat is cared for by the Cattery.
 - iv. Receive reimbursement from you for all expenses incurred to the cattery in order to receive the kitten/cat from the finder.
 - v. Receive reimbursement from you for all expenses incurred to care for this kitten/cat in the Cattery.
 - vi. If you fail to establish contact with the Cattery within 14 days of being notified and make arrangement to retrieve this kitten/cat within reasonable time frame, the Cattery take full ownership of this kitten/cat

You are responsible for all transportation cost necessary to return this kitten/cat to you.

8. **PEDIGREE:**

- a. Cinder Belle Cattery guarantees all kittens sold are of pedigreed bloodline, registrable with TICA and/or CFA.
- b. The Adopter of a pet kitten has up to 12 months from the birth date of such kitten to submit in writing to CinderBelle Cattery for assistance on TICA/FCA certification and pedigree registration. Proof of spaying/neutering procedure from licensed veterinary hospital must be provided to the Cattery prior to registration assistant may be provided. The Adopter is responsible for all costs associated with the kitten's pedigree registration.
- c. A show altered adult cat will include pedigree record and registration. The Adopter must inform the cattery in writing to request documentation at least 2 weeks prior to the agreed pick-up date.
- d. Adopter agrees that the Cattery will not be responsible to predict or guarantee qualification and quality of the cat's performance in any show programs.

9. **LIMITED WARRANTY:**

- a. Kittens/Cats must be examined by a licensed veterinarian within 7 days of receiving the kitten/cat for a health exam. You are responsible for veterinary expenses. If it is found that there is any life-threatening illness, you have forty-eight hours after the veterinary exam to request a replacement kitten/cat. Replacement requests must be submitted in writing.
- b. The request for a replacement kitten due to health issues must accompany official diagnosis from your veterinarian stating why the cat's health is in question, or the request will be denied. The veterinarian must also include the kitten/cat's scanned microchip number in all reports.
- c. The Cattery will provide the next available like-kind kitten. You agree to provide transportation for the replacement kitten, and if applicable, you are also responsible to return
- d. The following conditions are excluded from this warranty:
 - i. Bodily injury of any nature, and illness as a result of any bodily injury, after the kitten/cat leaves Cinder Belle Cattery's premise.
 - ii. Hepatic Lipidosis due to starvation, neglect, or improper care.

- iii. Illness as result of intake or in contact of life-threatening substances for felines.
- iv. Illness as result of being in dangerous environment, such as freezing, heat stroke, and severe dehydration etc.
- v. Illness as a result of improper care such as starvation, distress, exhaustion, drowning or suffocation.

10. NO RIGHT TO BREED.

- a. All kittens adopted as pets are to be altered, buyer agrees that this cat will NEVER be allowed to breed, purposely or accidentally.
- b. Cinder Belle Cattery reserves the right to reclaim this cat and any kittens born from breeding of this cat.
- c. You agree to relinquish this cat and/or all its kittens to Cinder Belle Cattery upon request. Expense of shipping, if needed, as well as legal fees, if occurred, will be your responsibility.

11. LIABILITY

- a. You agree that Cinder Belle Cattery and all persons acting on behalf of Cinder Belle Cattery and persons related to or associated with these persons are indefinitely free of all claim from you as a result or possibly perceived as a result of visiting the Cattery and/or of interaction with or adoption of a cat or kitten from Cinder Belle Cattery on the following:
 - i. Your person’s bodily injury, illness, or death.
 - ii. Financial loss or damage of your personal items.
 - iii. Phycological, emotional, or mental suffering and any medical expense associated.

12. JURISDICTION AND VENUE.

Any suit, action or other proceeding arising out of or based upon any dispute, claim, question or disagreement pertaining to this Contract or the breach thereof, shall be brought in the state courts of Summit County Ohio, or the United States District Court for the Northern District of Ohio, Akron division. The parties hereby irrevocably submit to the jurisdiction of the state courts of Ohio and to the jurisdiction of the United States District Court for the Northern District of Ohio sitting in Akron for this purpose. The parties hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that the parties are not subject personally to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court. To the fullest extent permitted by applicable law, this Contract and any dispute arising out of or relating to this Contract (whether for breach of contract, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Ohio.

BY ADOPTER:

Print Name _____

Signed and Agreed:

X _____

Dated: _____

BY CATTERY:

Print Name _____

Signed and Agreed:

X _____

Dated: _____

Insert kitten/cat’s microchip number :