

ADOPTION CONTRACT



JANUARY 1, 2019 CINDER BELLE CATTERY cinderbellecattery@gmail.com PH: 231-281-7559/330-245-9065 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 200 US Dollars deposit to the Cattery

2. NO REFUND/REIMBURSTMENT

- a. All money paid to the Cattery is non-refundable.
- b. Deposit money 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 occurred by the adopter 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 sifting 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 tree for the cat. Nails should be kept trimmed. Coat should be kept groomed.

4. GUARANTEE

- a. The Cattery guarantee the kitten/cat will be kept free from pests/parasites: fleas, earmites, ticks, lice, fungus, intestinal worms and harmful bacteria.
- b. The Cattery guarantee the kitten/cat will be up to date on all age appropriated immunizations and provide a record to the adopter.
- c. Cats/kittens bred by Cinder Belle Cattery have a two-year guarantee against lethal genetic or congenital defects starting from the first date such cat/kitten is in your possession. If the cat should be diagnosed during this time 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 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 cat of like quality, upon being provided with 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 uterus during development. This guarantee is voided:
 - i. if cat is euthanized unnecessarily
 - ii. if there exists any possibility that illness could be from exposure to other cats or environment.
- **d.** Kittens/Cats are guaranteed to be free from FeLV, FIV, and FIP. A health certificate from a veterinarian will be provided upon with the kittens/cats. Cinder Belle Cattery provide a one-year guarantee on kittens/cat 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. <u>The following</u> <u>condition voids this guarantee.</u>

- i. The adopter 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 vaccinated.
- ii. Administration of F.I P vaccine.
- iii. Cat/kitten is sent to boarding for any time or in contact with other cats in any setting.
- iv. Cat/Kitten was shipped in close proximity with other animals
- v. Cat/kitten was exposed to a stressful and/or unclean environment.
- vi. Cat/kitten was allowed outdoor.
- vii. Cat/kitten was in a cat show.
- viii. Cat/kitten was used for breeding.

5. 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 kitten/cat adopted as pet.
- d. If kitten adopted as pet is not neutered/spayed after one year of age, Cinder Belle Cattery resumes complete ownership and you are responsible for expense of bringing or shipping the kitten back to the Cattery, as well as any legal fees, if occurred.

6. RETURN & REHOME:

- a. In the event that you are unable to keep the cat/kitten, you agree that said cat will never be relinquished or sold to any pet shop, laboratory, cattery or any adoption facility; and you agree to contact Cinder Belle Cattery before selling or trading this kitten/cat. The Cattery will 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 proved that the potential new owner is responsible, loving and intent on providing a sanitary, stress-free, cat-friendly home environment without cages and with daily interaction of affection and playtime.
- b. The adopter agrees transfer of ownership of this kitten/cat to any entity other than Cinder Belle Cattery, in any conditions, void all <u>Guarantee</u> set forth in this agreement.
- c. The Cattery and the adopter agree that if kitten/cat being adopted is not properly and humanely cared for at any time during the cat's life, Cinder Belle Cattery have the right to reclaim the kitten/cat without reimbursement of money to the adopter.

7. PEDIGREE:

a. Cinder Belle Cattery guarantee all kittens bred by us are of pedigreed bloodline, registerable with TICA and/or CFA. If the kitten/cat is adopted as a pet, pedigree certification will not be provided by the cattery unless amendment was made to this agreement.

- b. The Adopter of a pet kitten has up to 10 months from the birth date of such kitten to submit in writing to CinderBelle Cattery for assistant 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 will be responsible for all cost associate with the kitten's pedigree registration.
- c. A show alter cat will include pedigree record and registration. Adopter agrees that the Cattery will not be responsible to predict or guarantee qualification and quality of the cat in any show programs.

8. 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 in which to ask for a replacement kitten/cat in writing.
- b. This request must accompany official diagnosis from your veterinarian stating why the cat's health is in question, or the request will be denied.
- c. 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 leave 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.

9. 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, purposefully or accidentally. Cinder Belle Cattery reserve the right to reclaim this cat and any kittens born from breeding of this cat. 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.

10. LIABILITY

- a. You agrees that Cinder Belle Cattery and all persons acting on behave 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 lost or damage of your personal items.
 - iii. Phycological, emotional, or mental suffering and any medical expense associated.

BY ADOPTER:

Print Name_____ Signed and Agreed:

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Dated: _____