KALEIDOSCOPE JOY CATTERY, ALSO KNOWN AS SIBERIAN KITTENS OF AMERICA, LLC

Welcome to our Cattery! We are glad you have an interest in purchasing a KALEIDOSCOPE JOY CATTERY, LLC Siberian Kitten ©. We have two major goals when placing a Siberian Kitten: 1. The placement is Right 2. The kitten is safe with appropriate care, housing, and stability. The purpose of this contract is to protect all parties: the purchaser, the seller, and the cat or kitten. If there are any problems, questions, concerns, or issues that you need help with, Jessica is always available. We want the adoptive parent(s) and/or family to be completely happy with the new kitten and his or her transition to the new home as it is easy for some kittens but more difficult for others, and kittens/cats handle stress in various ways.

DEPOSIT

A non-refundable deposit of $400 is required for purchase of the cat/kitten. Should the purchaser, after having paid the deposit, decide against purchasing the kitten, he or she forfeits the deposit. The reason is because if you do not follow through, we will have passed by other opportunities to sell the kitten and will be caring for the kitten for a longer period, including vet care. The kitten or cat will not be reserved until your deposit is received.

METHOD OF PAYMENT

- **Deposit**
  The purchaser shall make the deposit called for under this contract via Apple Pay, Zelle, PayPal, Venmo, Chime, or Cash. The payment shall be made in U.S. currency. Payments made via PayPal shall be sent to the email address alaskajwalker@gmail.com. An additional 3% of the payment amount must be added to the purchase price to cover all fees from PayPal or a credit card payment.

- **Purchase of Cat**
  Payment for the cat must be provided in the form of cash, cashier's check, or money order or other approved electronic funds. The payment shall be made in U.S. currency. The purchaser will pay all travel and shipping expenses unless otherwise agreed. Should the seller agree to help transfer the cat in person, any mileage will be at the expense of the purchaser. Please contact Jessica about transportation as some local transportation within the State of Michigan is provided free of charge.

PRICE

The total price of our kittens is $2000. A **nonrefundable** deposit of $400 is to be paid via one of the approved methods at the time of registration. The remaining $1600 is to be paid **in cash** upon pickup or delivery or when the kitten is physically transferred into the arms of its new owner.

CONTRACT FOR PURCHASE OF KITTEN OR CAT

DESCRIPTION OF KITTEN OR CAT:
Breed: Siberian Forest Cat
Color: Tabby Seal Point
Name and Sex:
Date of Birth:
Name of Purchaser (print):
Address:
Phone:
Email:
Name of Seller: Kaleidoscope Joy Cattery (Siberian Kittens of America, LLC) by Its Members OK A Doak or Jessica Walker
Address: 8878 Francis Road • Elmira, MI 49730
Phone: (907) 843-0505
Email: admin@siberiankittensofamerica.com

TERMS

1. **ALLERGY CONCERNS**
   If allergies are a concern, an allergy test is required to ensure a reaction does not occur before placement will even be considered. We will send you a fur sample if you are unable to come to the cattery for a small fee. The placement must be right for you. Siberian Cats are known for being more hypo allergenic than other cats but it is not a 100% guarantee and why a test is required.

2. **APPROPRIATE HOUSING AND CARE**
   You must either own your own home or provide proof that your lease specifically allows you to have a cat. We do not want a failed placement for our kittens. The initial move is already stressful enough for a kitten and don't want to put them through it twice. We also don't want you to have to rehome a kitten you've become attached to because it is heartbreaking.

3. **FRAUD**
   Many people purchasing a Siberian kitten are the victims of fraud. We work hard to end this practice by encouraging you to make sure you take these steps:
   a. Only purchase a kitten from someone who has disclosed their name, address, and phone number. This information should be verifiable through legitimate website searches.

   b. Any person who is a breeder should be willing to video conference with you live and show you the kitten. The kitten you are being shown on FaceTime should match the photograph you have been provided.

   c. Do not pay for a kitten with gift cards, VISA or MC cash cards or any form of untraceable currency, unless you are purchasing a kitten in person, have a

contract, and know the breeder (for example, cash on delivery). In which case, it is OK to pay cash.

d. If your kitten costs less than $1800 it is likely a scam unless there are good reasons for it. Siberian Cats are in high demand. The waiting lists are long because of the demand. It is expensive to raise kittens. They must have vet care, shots, deworming etc., as do their parents. You want a kitten in good health. If you are not paying enough for the kitten, then corners are being cut that you do not want to be cut, and long term it will cost you more money.

e. NEVER pay for a kitten or any other live animal on a website that allows you to just click a "buy" or "add to cart" button. If the website even has an option to do this it is 100% a scam. Please don't do this. So many people do.

4. **HEALTH GUARANTEE**

The seller will provide the purchaser with an official health booklet documenting vaccinations and deworming. All adult cat and kitten care is provided by:

Mancelona Veterinary Hospital • 10338 South US Highway 131 • Mancelona, MI 49659

Cats need several sets of shots and vaccinations. Your kitten will come with the first set of vaccinations and documentation of that care. If your kitten is older, he or she may have 2-3 vaccinations. You must follow up with your Vet immediately and schedule the second or third round of vaccinations or you will have to start over with vaccinations, which will cost additional money. They must all be completed in a certain amount of time in the first year or they will not be effective.

5. **PURCHASER'S VETERINARY INFORMATION**

The purchaser must provide the name and contact information of the cat/kitten's new veterinarian before transfer of ownership will take place. Should the purchaser refuse to complete the section below, he or she will forfeit both the ownership of the kitten as well as the deposit. If, after purchase of and transfer of ownership of the kitten has taken place, it should surface that the information provided below was or is fraudulent, breach of contract will be enforced. If a new veterinarian or veterinary practice takes over the kitten/cat's veterinary care, at any point during the kitten/cat's life, the purchaser agrees to provide the seller with the updated information. The Seller reserves the right to contact the purchaser's veterinarian at any time during the kitten/cat's life

6. **VET CHECK**

The seller guarantees the kitten to be in good health at the time of purchase for a period of 12 months under the following terms and conditions. It will be the responsibility of the purchaser to have the kitten examined by a veterinarian within 1 week. You should schedule this appointment BEFORE you get delivery of your kitten. Within that week period, if found to be seriously medically deficient, the seller will take the kitten and provide a new kitten and the earliest possible date provided the seller is provided with

proper documentation, from a licensed veterinarian, stating the medical issue and that the cat is seriously medically deficient; and a second examination by a veterinarian of the seller's choice corroborates these claims. This has never occurred at our cattery as we are very particular about vet care for our kittens.

7. SPAY / NEUTER

a. All contracts for Siberian kittens in the United States traditionally come with a spay / neuter contract. If you are not paying for breeding rights and have not specifically addressed breeding rights with the breeder, you are probably being scammed**.** This kitten is being sold with no breeding rights and on a spay/neuter agreement.

b. The buyer agrees that the kitten will be spayed/neutered by the time the kitten reaches five lbs. or six months of age, whichever comes first, at buyer's expense. Within three months of receiving the kitten, purchaser will provide the seller with either documentation of the spay/neuter appointment or the veterinarian's guarantee that the appointment exists and will be carried out. Proof (e.g., veterinary bill, phone call from veterinarian) that the cat has been sterilized must be provided before the cat reaches six months of age. If the cat is not spayed/neutered by five lbs. or six months of age and/or proof of sterilization is not provided, seller will enforce breach of contract for the maximum dollar amount, and the kitten will need to be returned to the seller.

8. NUISANCE ISSUES

This cat/kitten is not guaranteed against respiratory disease, fleas, ringworms, or any nuisance issues common to cats. The reasoning for this is because kittens are subjected to a new environment when they are moved and finding the cause of these issues is nearly impossible when moving a kitten. Further, any of these issues are easily treatable and common in cats and animals. All our cats and kittens are screened for these issues before they leave our care and are free of these issues. Other cats and dogs or outside environments can pass respiratory diseases, ring worm, and fleas to kittens very easily and we cannot guarantee what other cats or animals may have which can affect your kitten. You are responsible for the health of any animal coming in contact with your kitten.

9. LETHAL OR GENETIC OR CONGENITAL DEFECTS:

The seller guarantees the cat against lethal genetic or congenital defects for 12 months following the date of purchase. If, during these 12 months, the cat should die or have to be destroyed due to a genetic or congenital defect, the seller will replace the cat/kitten with a cat/kitten at the seller's earliest convenience, should the following conditions be met: the purchaser provides the seller with a necropsy by a licensed impartial Veterinary Pathologist, at the purchaser's expense, stating that the cause of death is unquestionably a genetic or congenital defect; a second examination by a veterinarian of the seller's choice corroborates these claims.

The Seller assumes no liability or responsibility for any veterinary care for this cat after the purchaser takes possession of said cat. Under no circumstances will the seller be

responsible for any veterinary bills incurred by the purchaser.

The Seller agrees that the purchaser will be able to discuss freely the kitten/cat's health information, sterilization status, and well-being with the purchaser's veterinarian; due to privacy matters, the purchaser agrees to notify his or her veterinarian as to this agreement.

10. TREATMENT OF CAT

- Under NO circumstances shall this kitten be de-clawed. Declawing is amputation and is often the cause of litter box problems ("inappropriate elimination"). This can lead to abuse or abandonment of the cat/kitten, a risk that the seller is not willing take. The purchaser agrees to, under no circumstances, allow the cat to be declawed without the written consent of the breeder.

- We recommend you do not let this cat live outdoors.

- Under NO circumstances shall this kitten/cat be tattooed, pierced, or undergo any unnecessary "fashionable" body modification.

- The new cat should be confined to a private room with toys, food, the kitten's litter box, and plenty of human contact until accustomed to his/her new surroundings.

- Seller will provide a list of the foods and supplements the cat has been eating. Please be careful that his or her diet is not changed drastically. The seller will make her best effort to send home a sample of what the cat is eating, as well as a bag of litter to help purchaser through the first few days.

- Seller will also provide TICA registration paperwork so you can register your kitten as soon as you provide evidence that the kitten has been surgically fixed.

11. RELINQUISHMENT OF OR PERMANENT TRANSFER OF CAT BY OWNER

- The purchaser agrees that under NO circumstances will the kitten/cat EVER be sold or given to a pet shop, animal shelter, research laboratory, or similar facility. Should the purchaser, for any reason, including the purchaser's death, not be able to keep the above kitten, the seller will be given the first option of rescuing the cat.

- If the buyer has a living trust, the previous clause must be made note of in the trust; if the seller deems another interested party (e.g., family member of buyer; close friend of buyer) a desirable and willing owner, the seller will seriously consider transferring ownership of cat.

- If the buyer decides that he or she no longer wants the cat, regardless how many years have passed since purchase of the cat/kitten, the seller will be given the first option of rescuing the cat. No cat shall ever be put down or killed because their owner has died.

12. BREACH OF CONTRACT

a. In the event the purchaser is found to have violated any of the terms and conditions of this contract, the cat is to be surrendered unconditionally to the seller. Seller may reclaim physical and legal ownership of cat with or without due process of law for any breach of contract with no refund of purchase price.
b. In the event the purchaser is found to have violated any of the terms of this contract, purchaser shall be liable to the seller for damages in the amount of two times the purchase price of said cat/kitten, plus expenses for veterinarian care upon return of cat/kitten to seller and all attorney, legal and related miscellaneous fees that result in litigating this contract. Any legal action, which may arise under the terms of this contract, will be brought in the county/city of seller's residence.

13. ATTORNEY'S FEES AND OUT-OF-POCKET COSTS

Should Purchaser breach this Contract, Purchaser is responsible for all costs resulting from the litigation of this Contract, the amount of purchase of kitten, shipping expenses, associated veterinary expenses, and any damages caused to the reputation of seller.

The number one violation of this contract is a failure to neuter or fix and attempt to breed the cat. Please do not do this as we will enforce this agreement and insist on return of the cat for violations of this term.

14. VENUE

This contract shall be construed and enforced under the laws of the State of Michigan. All actions under this contract shall be brought in the State of Michigan. The seller has no real desire to sue anyone and will always seek to mediate any dispute or problem with the purchaser. Communication is the MOST IMPORTANT thing you can do if there is a problem with a kitten. We do not anticipate any problems and this contract is written to protect both parties in the event of a dispute, so expectations are clear.

15. OTHER GUARANTEES

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 in this Contract. All prior agreements, representations, and warranties, express or implied, oral, or written, with respect to the subject matter hereof, are hereby superseded by this contract.

16. SEVERABILITY

In the event any provision of this contract is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this contract so as not to cause the invalidity or unenforceability of the remainder of this contract. All remaining provisions of this contract shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

17. MODIFICATION

Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Purchaser and Seller. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

In signing this document, the Purchaser acknowledges that he or she has read, fully understands, and agrees to ALL the terms and conditions stated above.

_____
Purchaser signature:
Purchaser Name:

Date:

_____
By: Its Member Jessica Walker or OK A Doak
Kaleidoscope Joy Cattery, Siberian Kittens of America

Date: