

Maine Coon FireLynx

Kitten Purchase Agreement

Charlotte, North Carolina | (980) 245-0361 | FireLynxCattery@gmail.com | mainecoonfirelynx.com

1 Parties

This Kitten Purchase Agreement (this "Agreement") is entered into as of the date of the last signature below by and between **FireLynx Cattery LLC, doing business as Maine Coon FireLynx**, with its principal office in Charlotte, North Carolina 28273 ("Seller"), and the individual identified below ("Buyer").

Buyer's full legal name			
Buyer's address			
Buyer's telephone		Buyer's email	

2 Description of Kitten

Seller agrees to sell, and Buyer agrees to purchase, the Maine Coon kitten described below (the "Kitten").

Name		Microchip number	
Sex		Color	
Date of birth		Release date	
Dam		Sire	
Registry and number		Place of birth	☐ Charlotte, North Carolina ☐ Russia (imported)

3 Purchase Price and Payment

Purchase price	$
Deposit received	$500
Shipping charges, if any	$
Balance due	**$**

1. **Deposit.** Buyer shall pay a deposit of $500 to reserve the Kitten (the "Deposit"), which shall be credited against the purchase price.
2. **Cancellation by Buyer.** The Deposit is non-refundable if Buyer elects not to complete the purchase.
3. **Inability to Deliver.** If Seller is unable to provide the Kitten, Buyer may elect either a full refund of the Deposit or transfer of the Deposit to a later kitten.
4. **Balance.** Buyer shall pay the full balance before the Kitten is released or shipped. Seller shall retain possession of the Kitten until the balance is paid in full.
5. **Method of Payment.** Payment shall be made solely to the following accounts: Zelle or Apple Pay at (980) 245-0361; Venmo at @FireLynx; or PayPal at FireLynxCattery@gmail.com. Buyer is responsible for any fee charged by a payment service.

4 Release and Delivery

1. **Age at Release.** A Kitten born in Charlotte, North Carolina shall not be released before twelve (12) weeks of age. A Kitten imported from Russia shall be at least four (4) months of age upon arrival in the United States. The release date of an imported Kitten is the date stated in Section 2 or, if later, the date on which Seller notifies Buyer that the Kitten has arrived.

2. **Pickup.** Unless the parties have agreed to ship the Kitten, Buyer shall pick up the Kitten in Charlotte, North Carolina on the release date stated in Section 2. Buyer may pick up the Kitten up to five (5) days after that date at no charge. For each day after the fifth day, Buyer shall pay a boarding fee of $20, which shall be added to the purchase price.
3. **Shipping.** If shipping is arranged, Buyer shall pay all shipping costs. Risk of loss passes to Buyer when Seller delivers the Kitten to the carrier or pet transporter.

5 Included Items and Services

The purchase price includes the following:

- Spay or neuter surgery, for a Kitten imported from Russia
- Age-appropriate vaccinations
- Microchip
- Fecal test and blood work
- Medical records
- Sample of kitten food
- Crate, upon Buyer's request

Each Kitten is socialized before release and comes with a pedigree and registration papers from the Cat Fanciers' Association (CFA), The International Cat Association (TICA), the World Cat Federation (WCF) or the Fédération Internationale Féline (FIFe). The pedigree of a Kitten born in Charlotte, North Carolina is provided in accordance with Section 9. A Kitten imported from Russia is dewormed before travel, but no deworming certificate is provided, and Seller is not responsible for parasites the Kitten acquires during transport.

6 Seven-Day Return

Buyer may return the Kitten within seven (7) days after taking possession for a full refund of the purchase price, provided the Kitten is in the same condition as when received. Buyer shall notify Seller before returning the Kitten. Buyer is responsible for all return shipping costs, and shipping charges are non-refundable.

7 Limited Health Guarantee

1. **Veterinary Examination.** Buyer shall have the Kitten examined by a licensed veterinarian within seventy-two (72) hours after taking possession and shall retain the examination record. This guarantee takes effect upon that examination. If the arrival of a Kitten imported from Russia is delayed or rescheduled, Buyer shall instead have the Kitten examined within seven (7) days after its arrival.
2. **Term.** This guarantee continues for one (1) year from the date Buyer takes possession of the Kitten.
3. **Covered Conditions.** This guarantee covers (a) genetic conditions and (b) any other illness, other than parasites, that a licensed veterinarian confirms was present before Seller released the Kitten (each, a "Covered Condition").
4. **Exclusions.** This guarantee does not cover any condition that is not a Covered Condition, or any illness or injury resulting from accident, neglect, parasites, diet or events occurring after Seller releases the Kitten.
5. **Illness Within Two Weeks.** If the Kitten becomes ill within two (2) weeks after release, Buyer shall contact Seller first, and Seller may arrange treatment or designate a veterinarian. In an emergency, Buyer shall obtain immediate care and notify Seller as soon as practicable.
6. **Notice of Claim.** Buyer shall notify Seller within seven (7) days after any diagnosis of a Covered Condition and shall provide the related veterinary records. Seller may obtain a second veterinary opinion at Seller's expense.
7. **Remedy.** If a Covered Condition is confirmed, Seller shall, at Seller's sole election, either refund an amount not exceeding the purchase price, excluding shipping, or provide a replacement kitten of comparable value when one becomes available.
8. **Death of Kitten.** If the Kitten dies during the term of this guarantee, Buyer shall notify Seller immediately. A necropsy by a licensed veterinarian is required for any claim. Buyer shall pay for the necropsy, and Seller shall reimburse that cost if it confirms a Covered Condition.
9. **Veterinary Costs.** This guarantee does not cover veterinary bills or other expenses. Seller recommends that Buyer obtain pet insurance.
10. **Termination.** This guarantee terminates if Buyer fails to complete the examination required by Section 7.1, permits the Kitten to live outdoors, declaws or breeds the Kitten, fails to have the Kitten spayed or neutered as required by Section 9, or transfers the Kitten other than in accordance with Section 10.

Seller cannot prevent every hereditary condition and does not warrant that the Kitten will remain free of illness.

8 Care of the Kitten

Buyer shall keep the Kitten indoors only, shall not declaw the Kitten, and shall provide proper food, water, veterinary care and a safe home for the Kitten's lifetime.

9 Companion Pet; Spay or Neuter; No Breeding Rights

The Kitten is sold as a companion pet, and no breeding rights are granted. A Kitten imported from Russia is spayed or neutered before it arrives. Buyer of a Kitten born in Charlotte, North Carolina shall have the Kitten spayed or neutered and shall provide Seller with a veterinarian's proof of the procedure, upon receipt of which Seller shall send Buyer the Kitten's pedigree. Seller recommends that the procedure be performed when the Kitten is at least four (4) months of age.

10 Right of First Offer

If Buyer is at any time unable to keep the Kitten, Buyer shall first notify Seller and offer Seller the opportunity to take back or help rehome the Kitten. Buyer shall not sell, give away or surrender the Kitten to any person or shelter until Buyer has consulted Seller and Seller has had fourteen (14) days to respond. Seller has no obligation to refund any amount for a Kitten returned under this Section.

11 Electronic Signatures and Records

The parties agree to conduct this transaction by electronic means. Electronic signatures have the same legal effect as handwritten signatures. Each party shall receive a signed copy of this Agreement, and Seller shall provide a paper copy upon request.

12 General Provisions

1. **Limitation of Liability.** Except as otherwise required by law, Seller's total liability under this Agreement shall not exceed the purchase price.
2. **Governing Law and Venue.** This Agreement is governed by the laws of the State of North Carolina. Any legal action shall be brought in Mecklenburg County, North Carolina.
3. **Dispute Resolution.** The parties shall attempt in good faith to resolve any dispute directly before commencing legal action.
4. **Entire Agreement; Amendment.** This Agreement is the entire agreement of the parties and supersedes all prior statements and agreements. Any amendment must be in writing and signed by both parties.
5. **Severability.** If any provision of this Agreement is held unenforceable, the remaining provisions remain in full force and effect.
6. **No Assignment.** The guarantee in Section 7 is personal to Buyer and may not be assigned.

13 Execution

By signing below, each party acknowledges having read this Agreement and agrees to be bound by its terms.

Buyer signature	Seller: FireLynx Cattery LLC, by its authorized signatory
Buyer printed name	Printed name and title: Monica Sealey, Owner
Date	Date