

## AllaFold Kitten Purchase Agreement

This Kitten Purchase Agreement (the "Agreement") is agreed to by and between Allafold and the Buyer listed below and is a legal and binding obligation of each party.

Allafold kittens are raised underfoot and handled daily; accordingly, they have been socialized with other kittens, dogs, and people of various ages. Your kitten (the "Kitten") will go home with age appropriate vaccinations, deworming complete, with an implanted microchip and altered (unless otherwise discussed). Allafold will send to the Buyer the Kitten's health records, a copy of this Agreement, and the Kitten's TICA registration.

If the Buyer has questions or concerns at any time, the Buyer should feel free to reach out to Allafold for advice. We love each of our kittens and will do whatever we can to ensure they live fulfilling, happy lives in their new homes. The Purchase Price for the Kitten is due on or before pick-up of the Kitten to the Buyer.

Breed Scottish Fold/Straight Sex M/F Color \_\_\_\_\_.

This kitten is sold as a Pet.

Date of Birth \_\_\_\_\_, Dam \_\_\_\_\_, Sire \_\_\_\_\_.

Buyer(s) \_\_\_\_\_, State/Zip \_\_\_\_\_.

Telephone \_\_\_\_\_.

Email \_\_\_\_\_.

Seller AllaFold State/Zip Kansas/66213 Telephone (913) 951-1062

Email allafold@gmail.com

By initialing you agree to the terms listed below.

\_\_\_\_\_ 1. To the best of the Seller's knowledge; at time of pickup or delivery the Kitten is healthy and without any genetic defects. Buyer will have the Kitten examined by a licensed veterinarian within 3 days of delivery of the Kitten (the "**Initial Exam**"). If the Buyer fails to complete this mandatory Initial Exam, the remedy set forth in this Section 1 will be null and void. Prior to the Initial Exam, the Kitten will be quarantined. If the Kitten comes into contact with any animal of any species prior to the Initial Exam, the remedy set forth in this Section 1 is null and void. The Buyer's veterinarian will provide written proof of any life-threatening health issues found during the Initial Exam. The Buyer will provide the

written health information to Allafold within 3 business days of the Initial Exam. If proof of a life-threatening health issue is confirmed by the Buyer's veterinarian during the Initial Exam, the Buyer may choose one of the following as its sole remedy:

- (i) a monetary refund of the Purchase Price less the Nonrefundable Deposit or
- (ii) the choice of a new kitten from Allafold and have the full Purchase Price credited to the purchase of the new kitten.

**The remedy provided for in this Section 1 only applies if the Buyer provides the health records from the veterinarian on or before 3 business days following completion of the Initial Exam.**

\_\_\_\_\_ 2. The Kitten is being sold as "pet only" without breeding rights. The Kitten will be spayed/ neutered for the health and safety of the Kitten. There are risks associated with keeping a pet kitten unspayed and/or unneutered that include territorial marking, pyometra, and a desire to escape or wander.

\_\_\_\_\_ 3. If the Kitten has any genetic defect resulting in the death of the Kitten within the first year following the Date of Birth (the "**First Birthday**"), a veterinarian must provide written proof to Allafold of the genetic defect, including the results of a necropsy, on or before 30 days following the First Birthday of the Kitten. Fatal genetic defects include and are limited to **only** the following: feline leukemia, genetic conditions of the heart, eye, liver, and/or kidney. This guarantee does not apply to any outside causes of death such as mistreatment, failure to administer medical or veterinary care, loss of the Kitten or any other diseases, etc. If Allafold receives the information, including the necropsy, from the Buyer's veterinarian showing a genetic defect was the cause of the Kitten's death on or before the end of the 30 day period following the First Birthday, the Buyer may choose one of the following as is sole remedy:

- (i) a monetary refund of the Purchase Price less the Nonrefundable Deposit or
- (ii) the choice of a new kitten from Allafold and have the full Purchase Price credited to the purchase of the new kitten.

The remedy provided for in this Section 3 only applies if the Buyer provides the genetic testing done by a licensed veterinarian or genetic testing service and the necropsy in the required time period.

**Allafold does not provide any remedy if the Kitten dies after the Kitten's First Birthday.**

\_\_\_\_\_ 4. Buyer will provide the Kitten with a safe and loving home environment. This includes adequate human attention, toys, exercise, food and water at all times, and continued vet care for the Kitten's full lifetime.

\_\_\_\_\_ 5. Except for the 1-year rabies vaccination the Allafold doesn't recommend yearly vaccines. Administering the feline leukemia vaccine will void the health guarantee set forth in Section 3. Recent research has shown that the feline leukemia vaccine is ineffective and may cause the Kitten who receives it to contract the disease. Studies also show that vaccination sites may develop tumors at said injection sites.

\_\_\_\_\_ 6. If the Kitten is found to be neglected or mistreated at any point in time, the Seller reserves the full right to repossess the Kitten without refund or replacement. If the Buyer can no longer keep the Kitten they will contact the Seller prior to rehoming, for approval by Seller. The Seller will always be willing to take the Kitten back into their care, without refund, if the Buyer voluntarily decides to surrender the Kitten. Buyer agrees the Kitten will never be given or sold to an animal shelter, pet store, any kitten wholesaler, research facility or donated while living for any purpose.

\_\_\_\_\_ 7. Buyer will not allow the Kitten to roam freely outdoors unless accompanied by human supervision and on a lead/harness or in an enclosed safe kitten habitat. Buyer agrees it will never cage the Kitten unless required for safety, during transportation, at a boarding facility, or due to veterinarian advice.

\_\_\_\_\_ 8. Declawing will void the health guarantee set forth in Sections 1 and 3. As the Buyer it is your choice to make an educated decision on declawing. It is the Buyer's responsibility to acknowledge possible health and behavioral issues that declawing can cause. Please look into detailed information about the surgery process to choose this option. The Seller does recommend against declawing. "Soft Paws" nail caps and/or designated scratching posts are much preferred methods for the Kitten to fulfill this natural drive.

\_\_\_\_\_ 9. The Buyer's initials next to each section in this Agreement as well as the signature below signifies that they have read and agree to all terms in this Agreement. The Purchase

Price is nonrefundable except under the terms listed on this Agreement. The Buyer may not assign its rights under this Agreement to any other party.

\_\_\_\_\_ 10. Allafold can terminate this Agreement at any time at Allafold's discretion prior to delivery of the Kitten if Allafold determines, in its sole discretion, the Buyer is not a good fit for the Kitten. In such case, the Buyer will receive a full refund the Nonrefundable Deposit.

\_\_\_\_\_ 11. Any legal fees incurred by Allafold to enforce this Agreement will be the responsibility of the Buyer. All legal actions regarding this Agreement will be filed in and governed by, construed, and enforced in accordance with the laws of the state of Kansas, regardless of its conflicts of law provisions. The venue will be in any court in Johnson County, Kansas or the District Court of Kansas. Buyer acknowledges they have read the contract and are fully aware of the terms therein. The Buyer agrees to jurisdiction in Kansas.

\_\_\_\_\_ 12. ALLAFOLD WILL NOT BE LIABLE TO THE BUYER FOR ANY DAMAGES THAT EXCEED THE PURCHASE PRICE PAID FOR THE KITTEN.

Thank-you for providing this Allafold the Kitten with a wonderful new home!

**By signing below, you agree to accept this Agreement, and agree to abide by the terms thereof.**

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_