



10043 New Salem Road NE  
Pleasantville, OH 43148

Tele: (740) 467-3096

### Pet Quality Three-Year Health Guarantee

This Health Guarantee is made and entered into this \_\_\_\_ day of \_\_\_\_\_ between Pelagita Persians, Susan MacArthur (hereinafter known as Seller), and \_\_\_\_\_, (hereinafter known as Buyer).

1. Seller agrees to sell, and Buyer agrees to buy, one purebred Persian described as follows:

Registered Name:

Microchip #:

DOB:

Sex:

Color:

SIRE:

CFA #:

DAM:

CFA #:

2. **Payment in Full:** The purchase price is \$\_\_\_\_\_ (\_\_\_\_\_). The total amount due must be paid in full before the Buyer takes possession of the above-described kitten.
3. Once the Buyer takes possession of the above-described kitten all rights and responsibilities of ownership are the sole responsibility of the Buyer. **UNLESS OTHERWISE SPECIFICALLY WRITTEN AND AGREED TO IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL THE SELLER BE OBLIGATED TO THE BUYER FOR A CASH REFUND, VETERINARIAN COSTS, OR ANY OTHER COSTS, UNDER ANY PARAGRAPH OR SUB-PARAGRAPH OF THIS AGREEMENT.**
4. **Balance Due.** Zero. Paid in Full.
5. **Payment Method(s).** Buyer has the choice of making payment(s) with cash or through the banking app Zelle or Venmo. A personal check will only be accepted with the prior approval of Seller. PayPal can only be used as a payment method with the PRIOR permission of Seller and Buyer is responsible for all FEES.
6. **Spay/Neuter Health Guarantee:** None. The kitten has already been altered.
7. **Declaw:** Buyer agrees to NEVER declaw this kitten. Declawing is the surgical removal of not only the nail but the removal of the first joint of each toe. Declawing provides no health benefit to the kitten or cat. This procedure has resulted in kittens and cats having detrimental effects, including both physical discomfort and emotional changes (i.e., aggression, litter box issues, etc.). If it is discovered the kitten or cat has been declawed

without the express written consent of Seller for a documented medical reason for the kitten or cat, at ANY time during the life of the above-referenced kitten, legal action may be pursued against Buyer.

\_\_\_\_\_ / \_\_\_\_\_

Buyer Initials / Seller Initials

8. **Conveyance:** The Seller has provided Buyer with Certificate of Individual Registration in the Kitten Packet which registers this kitten with the CFA in the Buyer's name as owner.
9. **First Veterinarian Examination.** The Buyer understands this kitten **MUST** be examined by a licensed veterinarian within 72 hours (excluding holidays and weekends) of receiving this kitten. If the kitten is NOT examined by a licensed veterinarian within this time frame this Health Guarantee is null and void.
10. **Health Guarantee:** Pellaqita Persians is a PKD1, FIV, and FeLV free cattery. To the best of the Seller's knowledge, the above-described kitten is the progeny of healthy animals. This Health Guarantee is for a congenital defect which is more commonly known as a birth defect. Most are present at or near birth. The Seller guarantees the above-described kitten against life-threatening congenital defect(s) for Three (3) years from the date of this contract. This is a limited guarantee, and the Seller must be notified, in writing, when the congenital defect is first detected. This Health Guarantee is unenforceable Three (3) years from the date this Health Guarantee is signed. Congenital defects are limited to the following: Polycystic kidney disorder (**PKD1**), cardiomyopathy, entropion, cataracts (cataracts may undergo spontaneous resorption within the first year [i.e., disappear]; if not, and if the retina is working, surgery may be needed.), degeneration of the retina, cleft palates and cleft lips, megaesophagus, portosystemic shunt (liver), patent ductus arteriosus (PDA), seborrhea oleosa, amyloidosis, and mucopolysaccharidosis. If a claim for any of the herein referenced congenital defects is made, written verification (on company letterhead) from a qualified, licensed veterinarian must be provided to Seller with a description of the kitten's congenital defect and their opinion as to the seriousness of the defect. The Seller reserves the right to have the kitten re-inspected by her veterinarian for confirmation of the defect before replacing the kitten. If confirmation of this life-threatening congenital defect, the kitten will be replaced with a kitten of comparable replacement when one becomes available. Comparable replacement will be like age, sex, and color. If Buyer returns the kitten to the Seller, Buyer is solely responsible for any delivery-related expenses for returning the kitten to the Seller. The Buyer is solely responsible for any delivery-related expenses. The kitten described in this Health Guarantee does not have to be deceased nor returned to Seller so that Buyer can make a claim for a congenital defect and receive a replacement kitten.
  - A. **The Seller is only obligated to the Buyer for a replacement kitten so long as Pellaqita Persians is still breeding and selling Persian kittens.**
  - B. Pellaqita Persians will replace any kitten that dies from FIP within three (3) months from the date of this Health Guarantee, **ONLY** upon receipt of the appropriate necropsy report. If a kitten dies from FIP more than one hundred eighty (180) days (but less than one (1) year from the date of this Health Guarantee), a substantial discount will be offered on a new kitten. **There is now a cure for this deadly disease. The kitten does NOT have to be euthanized. The Buyer can, at his or her own expense, choose to try and save their kitten by asking their veterinarian to prescribe this life-saving medication.**

## 11. Return Policy, Health Guarantee, and Health Guarantee - Exceptions.

- A. If the above-described kitten is taken to a licensed veterinarian within 72 hours of delivery (excluding weekends or holidays) and is found to have a serious health problem that will affect the lifespan or life enjoyment of the kitten, Pelagita Persians will offer an exchange for the above-described kitten with a kitten of like quality from the first available litter born or if there is a kitten not spoken for in any of the litters still held at Buyers' home. Buyer is solely responsible for all expenses related to the return of the kitten to Seller, and Buyer must execute any necessary paperwork to convey all interest in said kitten back to Seller. Further, if Buyer accepts a replacement kitten, Buyer is solely responsible for all delivery expenses.
- B. If the above-described kitten is discovered to suffer from a mild congenital defect unknown at the time of sale, which does not affect its lifetime or quality of life, there will be no compensation, refund, exchange, or return of the kitten.
- C. If the kitten suffers from any congenital defect as outlined in paragraph 10, above, and no replacement is available at that time, Seller reserves the right to have a second opinion provided by her veterinarian at her cost as to the seriousness of the congenital defect. Seller reserves the right to furnish a replacement kitten on an availability basis ONLY with a kitten of like quality. If a kitten of like quality to the above-described kitten cannot be made within one (1) year of the date Seller is notified by Buyer of such defect; Buyer agrees to accept a replacement kitten of any age, color, and sex. If Buyer refuses such replacement kitten, Buyer will lose all interest, monies, and replacement options and will relinquish all rights to a replacement kitten. A new Agreement will be signed on the replacement kitten.
- D. If Buyer chooses, as outlined in Paragraph 10, above, the above-described kitten can only be returned to Seller up to One (1) year from the date this Agreement is signed.
- E. No cash refunds will be made for a dead kitten. A replacement kitten will be made only if a qualified, licensed veterinarian, trained in such procedures, performs a necropsy and such report is provided to Seller, and such report states that the above-described kitten died of a fatal congenital defect (as outlined in paragraph 10, above), and was untreatable. **\*\*NOTE\*\* Seller reserves the right to have a second opinion provided by a veterinarian of her choice, at her cost.**
- F. If the kitten is being delivered by a private courier or anyone other than the Buyer, this Health Guarantee does not cover fleas, ear mites, or fungus, since these can be acquired on the way to the Buyers' home from the equipment used by the private courier or in-cabin of airplanes.
- G. Buyer understands and agrees that he/she will remain solely responsible for any costs incurred in returning the kitten to Seller, as well as all costs incurred in any veterinary examination.
- H. Buyer understands and agrees that he/she assumes all responsibility for the above-described kitten from when Buyer receives this kitten.
- I. Buyer understands and agrees the Three (3) year guarantee does not cover any condition stemming from the Buyers' neglect, illnesses, or accidents, or things the kitten comes in contact with while in the Buyers'

care, including, but not limited to, blood transfusions, vaccination reactions, and death due to surgical procedures, including mishaps occurring during delivery via private courier.

- J. Buyer understands and agrees that the Three (3) year guarantee only applies to the original Buyer, named on page one of this Health Guarantee. The Buyer understands and agrees that the kitten must be under the regular care of a veterinarian.

**12. Health Record.** The above-described kitten has had age-appropriate vaccination(s) and preventative worming(s), which have been documented in the health record book provided to the Buyer. The Seller is not responsible for parasites, ringworm, or disease that this kitten may contract through transportation from Pelagita Persians to the Buyers' home.

**13. Care of This Kitten.** The Buyer agrees that he/she is not acting as an agent in the purchase of this kitten; and, that the kitten will reside at the home of the Buyers, will be an "indoor only" kitten, and will be provided a proper diet.

- A. The Buyer agrees to continue feeding this kitten BOTH Life's Abundance Cat food and Pro Plan Sensitive Stomach Lamb and Rice. **Other Life's Abundance products can be fed, if desired. If the Buyer fails to continue feeding this kitten Life's Abundance cat food AND Pro Plan Sensitive Stomach Lamb and Rice cat foods, the health guarantee is null and void.**
- B. The Buyer understands and agrees that under **NO** circumstances will the above-described kitten be sold, given away, traded, leased, or donated to any pet shop, humane society, SPCA, research laboratory, or any similar facility without Seller being given the right to purchase the above-referenced kitten back in accordance with Paragraph 16, First Right of Refusal. Any person who improperly receives the above-referenced kitten does so subject to the right of Seller to claim the above-referenced kitten.
- C. The Buyer agrees to provide necessary veterinary health check-ups and adequate health care, including proper tooth care, for the life of this kitten. **Yearly check-ups are required.** Booster vaccinations for this kitten is a decision between Buyer and their veterinarian. If further vaccinations are given, it should be reflected on the health record booklet provided to the Buyer at the time of purchase. Rabies vaccinations are usually mandated by local or state law and a decision between Buyer and their veterinarian.
  - a. **Any kitten found to be vaccinated for FeLV, FIV or FIP voids all Health Guarantees.**
  - b. If Buyer's veterinarian wants to "re-vaccinate" the kitten despite what the kitten's Health Record Booklet reflects as vaccinations it has already received, this Health Guarantee is null and void. Re-vaccinating a Persian kitten may cause death or other serious health issues.
- D. The Buyer agrees to keep the kitten in a safe environment and not allow this kitten to run at large under any circumstances. The kitten is to be an "indoor ONLY" pet. Under no circumstances will Buyer allow any children, child or adult, or animal to harass or mistreat the above-described kitten.

- E. The Buyer understands and agrees that after the date of this Health Guarantee herein, the Seller is not responsible for any veterinary or other professional bills or costs incurred on behalf of said kitten. Buyer further understands that if there is a question as to whether the kitten requires medical attention, a veterinarian will be contacted, the problem explained to said veterinarian and, any advice the veterinarian gives to Buyer will be immediately acted upon to ensure the health and well-being of this kitten.
- 14. Use:** The Buyer understands and agrees the above-described kitten was purchased as a Pet Quality animal (and not a Show-Quality animal). A pet-quality animal may have one or more faults (including those in the CFA Persian cat standard) that does not diminish its value as a pet and companion. Further, the Buyer understands and agrees that by acceptance of this kitten this is intended to be a permanent placement for said kitten.
- 15. Address, Telephone, and Other Contact Information:** Buyer and Seller both agree to provide each other with updated address, telephone number(s), email, and other contact information within two weeks (14 days) if either of them re-locates from the address and telephone numbers on this contract.
- 16. First Right of Refusal:** If for any reason, Buyer is unable to keep this kitten at any time, for any reason, Seller shall be given the right to buy the above-referenced kitten back for the sum of \$1.00 (One Dollar). The Seller must exercise their right of first refusal within fifteen (15) days of receipt of written notice from the Buyer of his or her desire to no longer keep the above-referenced kitten. If Seller accepts this kitten back, at the sole expense of Buyer, the kitten shall be returned to Seller's possession and control, and Buyer shall execute all necessary documents to transfer ownership back to Seller. If Seller is unable to take said kitten back and Buyer has found an appropriate new home, Buyer will provide to Seller all pertinent information as to the placement of said cat (i.e., name, address, etc. of new Buyer). Under no circumstances will Seller be obligated to Buyer for a cash refund or any veterinarian costs, delivery, or the original purchase price of the above-described kitten.
- 17.** Buyer understands and agrees that his/her failure to comply with any provision of this Health Guarantee may detrimentally affect the reputation of Pelaqita Persians.
- 18.** Buyer understands and agrees that any and all legal action, which may arise under any provision of this Health Guarantee, will be brought in the State, County, and City of Seller's residence. **Buyer Will Be Responsible for All Court Costs Involved Due to Breach of Contract.**
- A. The Buyer and Seller agree to waive trial by jury in all proceedings involving the interpretation or enforcement of this Agreement.
- 19. Entire Health Guarantee:** This instrument is intended by both Seller and Buyer to be a final expression of their agreement and, as a complete and exclusive statement of its terms. No representations, understandings, or agreements, whether verbal or written, have been made or relied upon in the making of this Health Guarantee other than those specifically set forth herein. Only a NEW agreement signed by both parties may modify this Health Guarantee.
- 20. Amendments to this Health Guarantee.** It is mutually understood by both Seller and Buyer that any changes and/or additions to this Health Guarantee must be made in writing and signed by both parties.

**21. Severability.** The invalidity, illegality, or unenforceability of any one or more provisions of this Agreement shall in no way affect or impair the validity, legality, or enforceability of the remaining provisions herein; such provisions shall remain in full force and effect. Each of the provisions of this Agreement shall be deemed an independent covenant. Any provision determined to be invalid or unenforceable shall be given such construction and meaning as to make that provision valid and enforceable while preserving as much of the effect of that provision as legally possible.

**22. Interchangeable Terms.** For purposes of all provisions within this Health Guarantee the terms "Health Guarantee", "Guarantee", "Agreement" and "Contract" shall have the same meaning and shall be interchangeable. The terms "cat" and "kitten" shall have the same meaning and shall be interchangeable. The terms "Buyer" and "Buyers" shall have the same meaning and shall be interchangeable.

**23. Remedies:**

**A. Cumulative.** All of Seller's rights hereunder are separate and cumulative, and no one of them, whether exercised or not, shall be deemed to be an exclusion of any of the other rights and shall not limit or prejudice any legal or equitable right which Seller may have.

**B. Seller's Right to Injunction.** In the event of a breach by the Buyer of the duties provided in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, (and paragraph 24, if applicable), it is understood that Seller's reputation as a breeder of Persian cats will be irreparably harmed thereby and that Seller has no adequate remedy at law. Seller shall, therefore, have the right to bring an action in equity and to enjoin Buyer from engaging in the continuation of such practices or actions, and to recover reasonable attorney fees and costs of suit incurred in that action.

**24. Additional Agreements.** See attached HCM Addendum.

**This Contract Is Made and Signed by Both Parties to Ensure the Well-being and Protection of this Kitten. This Contract constitutes the Full Health Guarantee Between Buyer and Seller. No Other Warranty, Verbal or Written, Is Implied.**

**READ, UNDERSTOOD, AND AGREED TO this day of .**

\_\_\_\_\_  
**Buyer's Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_

\_\_\_\_\_  
**Seller's Signature**  
**Pelaqita Persians**  
**10043 New Salem Rd NE**  
**Pleasantville, OH 43148**  
**(740) 467-3096**

**City, State & Zip Code**

---

**Phone Number**