

YESTERYEAR ACRES, LLC
Devon Rex Cat Contract And Health Warranty

This Warranty is solely for the benefit of _____ (buyer's name) ("**Owner**") **for a Kitten born _____** (date of birth) ("**Kitten**"). *Upon receipt of this warranty, the Owner must return a signed copy to Yesteryear Acres, LLC ("Breeder"). Failure to return this warranty on or before possession of Kitten will automatically void the warranty and release Breeder from all contractual obligations.*

This Kitten has been bred by us and has been carefully and painstakingly reared. All Kittens are sold with a One-year specific conditional Health Warranty.

PURCHASE: Owner agrees to purchase a Devon Rex Kitten from Breeder for a purchase price of *Two Thousand Five Dollars* (\$2500) (hereinafter "Purchase Price"). The Purchase Price does not include any sales taxes. The Purchase Price must be paid in full no later than 8 weeks after the birth of your Kitten (or unless otherwise agreed in writing). The Kitten may be taken home at twelve weeks of age.

A **non-refundable** reservation fee of *Five Hundred Dollars* (\$500) shall be paid upon the signing of this contract, which fee shall be applied towards Purchase Price. If, at the time of signing this contract, no Kittens have yet been born, it is understood that you agree to buy your Kitten without first seeing the Kitten. Our acceptance of the reservation fee and this signed contract shall determine the order of fulfillment. If the litter does not produce enough Kittens to fulfill all contracts, you have a choice to either apply this reservation fee to the next litter or receive a return of your fee. Upon our receipt of the reservation fee, we shall no longer market or sell your Kitten and shall reserve it for you. However, if you have not paid the full Purchase Price within the time frame stated above, or if you do not take possession of your Kitten by time your Kitten is twelve weeks old, you will lose all rights to the Kitten and forfeit all payments as liquidated damages.

We reserve the right to refuse to sell a Kitten to anyone for any reason at our sole discretion. Your deposit will be refunded in full if at any time prior to final payment, we determine it is necessary to reject a particular sale of the Kitten, even if contrary to prior agreements and emails. All existing agreements and contractual obligations will be null and void at the time the deposit is returned by mail or refunded by PayPal.

Breeder will warranty Kitten until he/she reaches the age of twelve (12) months from all serious genetic impairment or disability (serious meaning life threatening or life altering to the extent that it is not treatable, nor controllable or that it causes severe pain and suffering), which specifically includes: Polycystic Kidney Disorder (PKD1), cardiomyopathy, megaesophagus, portosystemic shunt (liver), patent ductus arteriosus (PDA) amyloidosis and mucopolysaccharidosis. If Kitten is determined to have the aforementioned serious life-threatening or life-debilitating hereditary defect within said period and Breeder receives bona fide certificates to such effect from two independent licensed veterinarians, stating that the serious impairment/disease is present; and that, in the professional opinion of the vet, the impairment/disease is genetic in nature, without any reasonable possibility of environmental causation, Breeder agrees to provide a replacement Kitten from the next available litter or Breeder will refund Veterinary expenses up to the original Purchase Price of Kitten when the next available litter reaches eight weeks of age. (Shipping/Travel Expenses not included.)

Reimbursement for Veterinary expenses will be provided after Breeder receives copies of licensed veterinarian medical reports stating said diagnosis and copies of the veterinary bills for treatment costs. All refunds are cumulative and once the full Purchase Price of the Kitten has been refunded to Owner, for whatever cause, the warranties expire, and Breeder has no further monetary obligation to Owner.

Common ailments that might possibly arise are not covered; examples of common ailments include but are not limited to: urinary tract infections, dry skin, molting, baldness, shedding, allergies, diarrhea, parasites, ear mites, ringworm, fungus, dental issues, retained testicles, umbilical hernias, staph, skin and/or ear infections.

Yesteryear Acres is a PKD1, FIV, FeLV free cattery. Breeder will replace any Kitten that dies from FIP within twelve (12) months of birthdate only upon receipt of the appropriate necropsy report.

This warranty is only applicable to the above-named Owner, the original purchaser. If Kitten has been sold, or given away, the health warranty becomes **null and void**. All veterinary care and associated costs are the sole and exclusive responsibility of the Owner. Kitten that has been physically injured is not covered by this warranty.

Owner acknowledges that there is no promise (express or implied) that the Devon Rex will be non-shedding or non-allergenic. Owner further agrees that the Kitten's size and color are not predictable and no promise or warranty regarding size, color, coat appearance/texture, or any physical attribute, temperament or behavioral trait is made by the Breeder.

Kitten must be kept current on all vaccinations. Owner must use reasonable care in the form of exercise, diet, and medical care as necessary for Kitten. Copies of these records will be required to be submitted to Breeder if Owner is looking for a replacement Kitten. Adverse environmental conditions related to Kitten may mitigate the Breeder's liability. Kitten that has not been given vaccinations, medical treatments and proper dental care when needed or has become overweight will *not* be covered under the warranty. Kitten must be housed indoors and not outdoors.

Owner has 3 business days after taking possession of Kitten to have Kitten examined by a licensed veterinarian of his/her choice, at the Owner's sole expense, and if the veterinarian determines such Kitten has a life-threatening hereditary defect and is unfit for sale, then Kitten may be returned immediately to Breeder (within 24 hours after such determination) and a replacement Kitten will be provided from the next available litter. A statement setting forth such defect from the diagnosing veterinarian on the veterinarian's letterhead must be received by the Breeder at the time Kitten is returned. All veterinary and transportation expenses are the Owner's obligation. The Breeder reserves the right to have the Kitten examined by a veterinarian(s) of its choice before a replacement is made. Minor Health ailments including, but not limited to: fleas, worms or parasites, or stress induced diarrhea due to Kitten's transition from Breeder's home and diet, are not reasons for Kitten to be returned to Breeder.

Spay/Neuter Agreement: Yesteryear Acres, LLC Devon Rex Kittens are to be sold as pets only with no breeding rights. Buyer agrees to spay or neuter Kitten by 6 months of age. Failure to do so makes the warranty null and void and may result in legal action.

Owner has read and has agreed to the care and responsibility of owning a Devon Rex as written in the document, "Yesteryear Acres Devon Rex Cat Care".

Breeder is not responsible for the health or welfare of the Kitten after transfer to Owner except as specifically provided for in the Health Warranty. Under no circumstances shall the Breeder be liable to the Owner or to any third party for any damages including but not limited to actual, consequential, incidental or special damages resulting from or in any manner related to Kitten or to the items given to Owner in the Kitten Package. Under no circumstances shall the Breeder be liable to the Owner for damages in excess of Purchase Price. In the event of any dispute between the Breeder and Owner, Owner agrees that Owner shall not publish or communicate the existence or content of such dispute in any way in any forum (other than the mediation or court proceeding itself) including social media. Owner acknowledges that any such disparaging comments would be detrimental to Breeder and cause irreparable harm. Owner agrees that Breeder shall have the right to enforce any legal or equitable remedy (including without limitation preliminary and permanent injunctive relief and an accounting for all lost profits and benefits) that may be available to it as a result of such action.

This Agreement contains the entire agreement between the parties hereto, and shall not be amended or modified in any manner except by an instrument in writing signed by both parties.

The Laws of the State of Ohio shall govern the validity, performance and enforcement of this Contract, and any controversies arising hereunder shall be properly brought only before the Court of Common Pleas for Licking County, Ohio which the parties herein agree is the court of proper jurisdiction and venue. The invalidity or unenforceability of any provision of this Contract shall not affect or impair any other provision.

The undersigned have read the above conditions and agrees to abide by them.

Owner's Signature:

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Dated:

Owner's Name, Address, and Phone:

Signed on behalf of Breeder, Yesteryear Acres LLC: