



LOXLEY MANOR kittens are sold as-is. **LOXLEY MANOR** makes no representations, warranties, covenants, agreements, or guarantees including, without limitation, those relating to disposition/temperament, conformation, size, weight, eye color (except for kitten sold as blue eyed), coat color, or markings of kittens.

By placing a reservation fee on a kitten purchased from **LOXLEY MANOR** you agree to be bound by these terms which you agree you have read and understand.

When bringing a kitten home, you understand that there will be a need for regular veterinary visits and you are responsible for all costs associated with such veterinarian visits as well as all costs of raising the kitten.

1. The **purchase price** of the kitten does not include delivery/transport costs.
2. A **reservation fee** is required to reserve and hold the kitten. The Buyer understands this fee is a holding fee for the kitten and is non-refundable unless the sale is cancelled by the Seller (for example due to not being able to deliver the kitten). Payments for the reservation fee will be made via payment online with credit/debit card. Kittens are not guaranteed to be held until a reservation fee has been paid. If the reservation fee is returned or charged back to **LOXLEY MANOR**, the kitten will no longer be held and will be made available for sale to others.
3. The **remaining balance** must be paid on or before the Pick Up Date. Payment for the remaining balance may be paid by credit/debit card or cash in person at pick up. If the kitten is being delivered by our cattery, the delivery fee must be paid before the kitten leaves the cattery.
4. **Transfer of the kitten.** Until the kitten is paid for and picked up by the Buyer or Buyer designee or delivered to the Buyer or Buyer designee, the kitten belongs to and is the responsibility of the Seller. Once the kitten is paid for and picked up by the Buyer or Buyer designee (or delivered to Buyer or Buyer designee by Seller), the kitten belongs to and is the responsibility of the Buyer or Buyer designee.
5. **Pickup.** The kitten is expected to be paid for and picked up no later than 7 days from agreed upon date, set forth between Buyer and Seller. If the kitten is not paid for by said date, the Buyer will forfeit the reserved kitten and the reservation fee paid. The kitten will then be made available for sale to someone else. If for any

reason, the kitten is not ready to be picked up by that date due to health of the kitten or other circumstance of the Seller, the Seller will notify Buyer as soon as practical and arrange for an alternate pickup date. If the Seller is unable to deliver the kitten within 30 days of the original delivery date, the Buyer will have the option of choosing another kitten or receiving a full refund of the reservation fee.

6. **Shipping/Transport.** The purchase price of the kitten does not include shipping or transportation to deliver the kitten. The cost for delivery is in addition to the purchase price. The Seller may agree to meet the Buyer at a location to deliver the kitten, however, there will be additional fees for this service. The amount of the fee will depend on the meeting location.. If you need delivery of your kitten, you must contact us before reserving your kitten to ensure we can schedule delivery. We are not responsible for lost fees, including the reservation fee, due to not being available to schedule delivery by the Go Home date. If the Buyer wishes to use a third party transport service for delivery, the Buyer is responsible for arranging such services and is responsible for the cost of such services. We do not facilitate
7. **Cancellation of Sale.** If the Buyer chooses to cancel the sale before the kitten has left, the Buyer will forfeit the Reservation fee and the kitten will be made available for sale.
8. **Rehoming.** In the event the Buyer must dispose of or rehome a kitten, Buyer is solely responsible for doing so. Seller will not have involvement nor facilitate.
9. **No returns for monetary refund.** **LOXLEY MANOR will not accept any returns of the kitten for monetary refund for any reason including, without limitation, allergies, landlord/tenant restrictions, marital issues, health issues, kitten adjustment problems or any other reason.**
10. **No Warranties for merchantability and fitness.** LOXLEY MANOR further specifically disclaims any liability related to the appearance, temperament, personality, size, weight, eye color, coat color, compatibility with breed standards or DNA test results claiming the breed determination of any kitten.
11. **Confidentiality.** All customer information is kept confidential. While we have the right to use any photos or videos provided to us of the kitten/cat in any way, we will keep all customer personally identifiable information, such as name and address, confidential.
12. **Applicable Law.** To the extent permitted by law, this Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.
13. **Severability.** The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause. If possible, any unenforceable or invalid clause shall be modified to show the original intention of the parties.

SELLER OBLIGATIONS

The **Seller** agrees to the following upon the transfer of the kitten:

- The kitten will be examined by a licensed veterinarian at least once before transfer to the Buyer.
- The kitten will have received age-appropriate vaccinations and deworming, with copies of such records provided to the Buyer.
- The kitten will have a 72-hour warranty for viral and bacterial disease.
- The kitten will receive a breeder slip that can be used to register your kitten with TICA **once proof of spay/neuter is received**. Kittens with breeding rights will receive breeder slip at time of pick up.

BUYER OBLIGATIONS

The **Buyer** agrees to the following upon transfer of the kitten:

- To provide an appropriate environment to promote the overall health, safety, and well-being of the kitten. This includes providing fresh water at all times, high quality food, and ample play and rest area for the kitten, and maintaining the kitten/cat at a proper weight. This also includes keeping foreign objects out of the kitten's reach that it may swallow or digest.
- Buyer must seek timely health care as needed for the kitten/cat.
- The Buyer must have a veterinary exam of the kitten within 72 hours of transfer (at Buyer's expense) or the 72-hour viral/bacterial warranty is void.
- To properly introduce the kitten to other animals in the home and provide appropriate supervision with other animals. This includes providing a proper quarantine period.
- To never declaw the kitten/cat.
- The kitten is sold as an indoor pet only. The kitten must be harnessed or leashed when outside or have an enclosed area for outdoor play.
- To spay/neuter the kitten by the time he/she reaches 9 months of age, unless the kitten was purchased for breeding or your veterinarian provides documentation why spay/neuter must be delayed.
- To have the kitten/cat examined by a veterinarian at least annually. In addition, the Buyer shall consult their veterinarian for any health questions regarding the health of the kitten in a timely manner.
- To keep vaccinations and deworming current.
- All veterinarian costs and other costs relating to the kitten to remain in compliance with this agreement are the Buyer's responsibility
- **Not adhering to any of the agreements above will release Seller of any obligation to the Buyer. Unless the kitten is sold with breeding rights, if the kitten is ever mated or not altered by the time the kitten reaches 9 months old, an amount of \$2,000 is immediately due to the Seller.**

Definitions:

Seller- LOXLEY MANOR MAINE COONS i.e. Keith and Leah Runion

Veterinarian – a person qualified and duly licensed by his/her state to treat diseased or injured animals.

Quarantine– to isolate the cat/kitten from other pets and animals in the household or home.

Buyer Fault or Neglect – any negligence, action, failure, non-performance or non-compliance by the buyer or buyer's representative or anyone for whom they are responsible, including members and guests of the household that causes or could cause harm to the kitten/cat.

Date of Sale-The date the kitten is pick up or delivered to the Buyer. If delivered to the Buyer by a third party transporter, the date is the date the kitten leaves our cattery is delivered to the third party transporter.

Seller Signature and Date of Sale

Buyer Signature and Date of Sale