Dark Mark Coons

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6206 Rock creek Circle

Ellenton, Fl 34222

941-779-4396

Darkmrkcoons@gmail.com

Kitten Name
_____Birthdate_____

Registration
#_____Breed_____

Color_____Gender_____

Sire_____Dam_____
___

Breeding Rights Yes_____No_____ Purchase Price_____Purchase
Date_____

This Cerifies that_____

Address _____

City_____State_____Zip_____

Phone_____Email _____

Terms and Conditions

By signing this sales agreement, the Buyer is agreeing to all the terms therein and is legally obligated to uphold them. Buyer is agreeing to pay fines, cover mediation costs, or cover costs not limited to all lawyers' expenses, gas fees, lodging for offsite hearings, and any subsequent related costs accrued by the Breeder should violation of contract occur.

Initials _____

1. A non-refundable holding-fee of 50% of the adoption fee is required to reserve a cat or kitten. Should the Buyer decide not to adopt the cat/kitten listed in this contract, the holding-fee is either forfeit or transferred to a different cat/kitten, either in a current litter (if available) or a future litter on a first-come-first-served basis. In the event that a reserved kitten dies in the Breeder's care, the Buyer may select another kitten of like kind and quality as soon as one becomes available. Should the Breeder cancel the sale, the holding fee will either be transferred to a different available kitten OR the Breeder may choose to issue a refund.

2. Payment in full is due upon receipt of kitten at in-person pick-up or ten days before transport. A health-certificate (required by most transport providers and for legally crossing state lines) is included in the purchase price of each kitten. Breeder accepts cash, credit card. Buyer is responsible for all transport costs, including payment in full.

3. All kittens are registrable with limited (pet) registration through "The International Cat Association" TICA) OR "The Cat Fancier's Association" (CFA). They will have received age-appropriate vaccines, rabies vaccination and deworming. Breeder encourages all Buyers to research vaccinations and the benefit to risk ratio involved. If the Buyer opts to give additional vaccines, the Breeder is not liable for any illnesses or side-effect that may occur.

4. Breeder is not liable or responsible for the welfare of the kitten after it leaves the cattery. Whether that is by direct hand-off, courier, or shipping of any kind. It is the Buyer's responsibility to have the animal insured appropriately. All claims should be filed with the appropriate parties. Breeder is not liable if the kitten is lost, stolen, injured, killed or adversely impacted while in transit.

Initials_____

5. Maine Coons: Breeder cannot guarantee size based on many factors which are outside Breeder's control (e.g. genetics, spay/neuter, nutrition, and other possible environmental factors). Average size range for a male Maine Coon is 14-20 pounds. Average size range for a female Maine Coon is 8-12 pounds. Maine Coons grow for 3+ years and full coat may not be reached until approximately 4 years of age. Based on the above factors, Breeder is not liable for cats that do not reach the Buyer's standard for size and coat length. It is possible that some cats will fall on the lower end of the range.

6. The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper diet Of Nulo MedalSeries Grain free Turkey & Cod Dry/wet food proper housing, and responsible care.

7. No part of any correspondence may be copied, forwarded, or shared by the Buyer. This includes but is not limited to phone calls, voice mails, text, email, private message, any social media contact, posts, comments and discussions. ANY discussion of Breeder that could be deemed slander, libel, or damaging to Breeder may result in litigation and restitution.

8. The Breeder does not Allow the declawing of any kitten/cat, and is not liable should complications, death, or behavioral changes occur as a result.

9. If at any time the Buyer can no longer take care of the kitten/cat, the Breeder agrees to accept the kitten/cat back. There will be no refund of the purchase price.

10. Breeder guarantees that the kitten/cat is healthy to the best of his/her knowledge at the time the Buyer takes ownership of the kitten. Once the Buyer has taken possession of the kitten, the Breeder will not be held responsible for any medical bills whatsoever, this includes FeLV, FIV, FIP, Stomatitis, bacterial or viral infections, infectious diseases, parasites or fungus. A 30-day health-insurance policy is provided with each kitten. It is the Buyer's responsibility to activate and maintain health insurance on the kitten after it goes home.

11. Breeder recommends a quarantine period of at least 2-weeks if the kitten is brought into a home where other cats are present. Breeder cannot be held responsible for any illnesses the kitten or other cats contract due to the quarantine-period not having been observed.

Initials _____

12. The cat or kitten has a One-year guarantee (from the date of birth) against genetic defects which results in death. The Breeder will replace the kitten when the following terms are met:

*Proof-of-defect and necropsy from a licensed veterinary specialist is received.

*Buyer agrees to release all of the cat/kitten's veterinary records to the Breeder, and must give permission for the Buyer's veterinarian to discuss the case with the Breeder.

*The cat/kitten must have received yearly exams, and be current on core vaccinations and rabies vaccination.

All cats will be replaced with another kitten of like kind and quality as soon as one becomes available. There will be no refunds under any circumstances except at the Breeder's discretion if he/she opts to refund the purchase price rather than replace the cat.

13. This Cat/Kitten was purchased For: Show____ Breeding____pet____

14. If purchased as a pet,purchaser agrees to neuter/spay this Cat/Kitten by the age of 12 months,or if an adult within 10 days,and guarantees not to breed this cat.If seller does not receive proof or Spay/Neuter from Purchasers vet by this date,purchaser owes an additional $_____to seller for breeding rights,and $3500.00 per litter sired or breed.If purchased as a Breeder,NO WHOLE Kittens/Cats maybe sold for breeding in the area known as CFA's Region 7..

15.This Cat/Kitten may only be shown with written permission of the seller.

16. This contract is legally binding to all parties involved. This sales agreement is non-transferable to other parties. Any changes, additions or omissions to this contract must be agreed upon in writing and dated and dated by all parties.

17. All Health warrenties are null and void if other animals, dogs or cats are present in the home, or if the cat has ever been allowed outside or taken to another residence where animals are present. If there are other cats liveing in the household, Seller Will NOT be responsible for any disease that the other cats may be carriers for,FIP ,FIV,FeLV ,and URI.

18. All testing for parasites,FeLV,FIV,HCM, ect will be at purchaser's exspense as all adults here have been tested.

nitials_____

19. NO REFUND, NO RETURNS, NO EXCEPTIONS.

20. Purchaser agrees to follow all feeding instrucitions.Purchaser has been instructed that the Kitten has been raised on Nulo MedalSeries Grain free Turkey & Cod DryAny attempt to Change the diet will Void this Contract. Does Not Apply to a Proven Allergy or Intolorence

21. It is Purchaser's responsibility to train the kitten to behave in a manner acceptable to the purchaser.

22. Breeder makes no warrenties as to health, show quality, record or future breeding potential except as stated herein.

23. Purchaser assumes full responsibility for this Cat/Kitten upon leaving the seller premises.

24. (Other)Each Kitten Goes Home with a Floridea State USDA Health Certificate

25. Paymets Via Square /Cash Buyer agrees not to do any chargebacks on any of these payment methods. if any issues shall arise with the kitten buyer must speak one on one with the seller and come to an arrangement, no third-party intervention is allowed though your finacial institutions.if a chargeback occurs, the buyer must pay a $500 penalty fee and any other fees that Dark Mark Coons incurs due to failure to adhere to this agreement along with the chargeback amount

26. This Aggreement shall be construed under and in accordance with the Laws of the State of Florida,and all obligations of the parties created hereunder are performalbe in the County of Mantee, State of Florida. Any violation of the above is a breach of contract and purchaser will be liable for any and all damages incurred or any and all court expenses including attorney fees.

This contract constitutes the entire agreement between the parties

I/We Have read all the pages in this contract and agree to all the stipulations

Breach of this agreement will result in cancellation of any warranties, or guarantees of this kitten. The Breeder's maximum liability to the Buyer for any and all losses, claims, damages or liability of any kind shall be limited to the amount paid by the Buyer to the Breeder under this agreement. Any lawsuits pertaining to this agreement will be handled in Manatee County within the state of Florida .

Signature indicates full agreement and approval of all above conditions :

Purchaser_____Date_____

Seller/Breeder_____Date_____

DARK MARK COONS CATTERY