

# RAMBUNCTIOUS CATTERY

a.k.a. Arizona Cornish Rex and Sphynx  
Jacque Howell • P.O. Box 694 • Arivaca, AZ 85601 • PH 520-323-1867  
www.ArizonaCornishRexAndSphynx.com • jac\_thompson@hotmail.com

**PLEASE NOTE: THIS COPY OF THE ADOPTION CONTRACT IS FOR INFORMATIONAL PURPOSES ONLY.  
AN OFFICIAL COPY WILL BE PREPARED FOR ALL ADOPTIONS.**

## ADOPTION CONTRACT

Rambunctious Cattery is a private, hobby breeding cattery and is not subject to the provisions of A.R.S. § 44-1799 et seq.

### INFORMATION ABOUT THE ADOPTER

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

### INFORMATION ABOUT THE ANIMAL

Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Sex: M F

Color: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date of Adoption: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

### TERM AND CONDITIONS OF ADOPTION

The adopter/purchaser agrees to the following terms and conditions:

1. **ADOPTION FEE.** The adoption fee is \$ \_\_\_\_\_. Checks are not accepted unless the purchaser agrees that the animal will not be relinquished by Rambunctious Cattery ("RC") until the check clears. \_\_\_\_\_ (buyer's initials)
2. **DEPOSIT.** If purchaser pays a deposit to hold a specific animal until it is ready for adoption, this signed contract and the deposit of \$ \_\_\_\_\_ must be returned to RC on or before or the animal will be made available for adoption to other parties and the deposit will not be refunded.

Full payment of the adoption fee must be received by RC on or before \_\_\_\_\_ or the animal will be made available for adoption to other parties and the deposit will not be refunded because the animal could have been adopted by other interested parties.

Although a deposit is non-refundable, the purchaser shall have the option of adopting another animal within 12 months of the date the deposit was paid and that initial deposit shall be applied to the purchase price of the other animal. \_\_\_\_\_ (buyer's initials)

3. **RIGHT OF FIRST REFUSAL.** If for any reason the purchaser is unable and/or unwilling to retain ownership of the animal, RC shall be given the right to reacquire the animal at no cost before the animal is transferred to a third party. Under no circumstances will the animal be leased, given or sold to any pet shop, research facility or similar facility. Buyer agrees to return the animal to RC if no longer able to keep the cat at any time or age and will not surrender the cat to a humane society or rescue group. Warranties will not be honored if ownership changes. \_\_\_\_\_ (buyer's initials)
4. **STERILIZATION OF THE ANIMAL.** The animal is being adopted to be a pet and not to breed. Before the animal is six months old, which will be on \_\_\_\_\_, the purchaser shall have the animal sterilized at the purchaser's own expense and shall provide proof of its sterilization to RC. If the animal is not sterilized before it is six months of age, the purchaser shall pay an additional \$1,000 fee for breeder rights to the animal. Payment is due in full prior to the animal turning seven months old. The purchaser shall not receive the animal's TICA, CFA and/or ACFA registration paperwork until proof of sterilization is received by RC. \_\_\_\_\_ (buyer's initials)

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5. **FINDING OF ABUSE OR NEGLECT.** If the animal is ever found to be the victim of abuse or neglect the purchaser shall immediately surrender the animal to RC without a refund of the adoption fee.
6. **LIMITED 72 HOUR HEALTH GUARANTEE.**
- [a] RC guarantees the animal's health for seventy-two (72) hours from the time of delivery on condition that it is properly cared for and quarantined. It is the buyer's responsibility and obligation to take the animal to a veterinarian within 72 hours of its delivery for a thorough examination at the buyer's expense. The animal must be quarantined from all other animals for at least the first 72 hours (seven days is recommended). If the animal is not kept in quarantine for the first 72 hours, this limited health guarantee is null and void. \_\_\_\_\_ (buyer's initials)
- [b] If the animal is found to have an untreatable or life-threatening condition within 72 hours after the date of delivery only, RC must be notified of the diagnosis within 24 hours. Under these limited conditions:
- i) The buyer may elect to keep the animal and assume sole responsibility for the animal's medical care or return the animal to RC and receive an animal of similar type and quality in exchange. The buyer shall bear the cost of transporting the animals to and from RC. To qualify for an exchange, however, the buyer must provide a signed statement from a veterinarian, as well as copies of the animal's medical records, to include all supporting documents such as test results, x-rays and the like. RC shall then have the opportunity to confirm the diagnosis, at its own expense, within 72 hours and, if necessary, shall have access to the animal itself for any required medical examination. If the untreatable or life-threatening medical condition is confirmed by RC, the buyer shall have 48 hours after receiving notification from RC that the diagnosis is confirmed to choose to either keep or exchange the animal. Under no circumstances will the animal's adoption fee be refunded.
- ii) RC will reimburse the buyer 50% of the medical costs incurred within 72 hours after the date of delivery with respect to the diagnosis of the untreatable or life-threatening medical condition up to \$500. At no time will RC be financial liable for the animal's medical care beyond \$500 absent RC's prior written agreement otherwise. \_\_\_\_\_ (buyer's initials)
- [c] All other medical costs incurred within 72 hours after the date of delivery are the sole responsibility of the buyer. \_\_\_\_\_ (buyer's initials)
- [d] Medical issues and/or injuries experienced by the animal within the first 72 hours as a result of the animal being in the buyer's care (e.g. trauma, failure to quarantine) are the sole financial responsibility of the buyer. \_\_\_\_\_ (buyer's initials)
- [e] After the expiration of 72 hours from the date of the animal's delivery, the buyer shall pay, indemnify, defend and hold RC harmless from any and all costs, medical or otherwise, associated with the animal. RC cannot be held responsible and/or liable for a future diagnosis of FeLV, FIV and/or FIP, any bacterial or viral disease, parasites and/or fungus, due to the fact that these can be contracted anywhere in the environment after leaving the cattery and are not the result of genetics or breeding. \_\_\_\_\_ (buyer's initials)
- [f] The buyer's failure to provide RC access to the animal for a second medical opinion within 48 hours of the request voids this limited health guarantee. \_\_\_\_\_ (buyer's initials)
- [g] All health guarantees are void if the animal is allowed to roam freely outside or is given the FIP, FeLV, FIV, or any LIVE virus vaccinations. \_\_\_\_\_ (buyer's initials)
- [h] All health guarantees are void if the animal is declawed. \_\_\_\_\_ (buyer's initials)

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- [i] HEREDITARY HYPERTROPHIC CARDIOMYOPATHY (HCM) RC offers a twelve month guarantee/protection against HCM. If the animal is diagnosed with HCM within 12 months from the date of delivery, the buyer shall be entitled to exchange the animal for one of similar type and quality. The buyer shall bear the cost of transporting the animals to and from RC. HCM must be diagnosed by Ultrasound by certified veterinary cardiologist. \_\_\_\_\_ (buyer's initials)
  - [j] If no replacement is available at the time of an exchange, RC will have up to one year to furnish a comparable animal. \_\_\_\_\_ (buyer's initials)
  - [k] Under no circumstances is the animal to be destroyed prior to providing notification to RC. If the animal dies within the 72 hour guarantee period, despite medical treatment, a replacement animal will be provided only if a licensed veterinarian certifies the cause of death as the result of a genetic or congenital defect. It is RC's right to ask for the animal to be returned for identification before providing a replacement animal. \_\_\_\_\_ (buyer's initials)
7. **VACCINATIONS:** All animals will have received their age appropriate vaccinations prior to leaving RC. The buyer agrees to provide any necessary immunizations thereafter. Vaccination records will be provided to the buyer.
8. **BREACH OF CONTRACT** RC reserves the right to repossess the animal in the event the buyer fails or refuses to comply with the terms of this contract with all repossessing fee's being paid by the buyer. If litigation occurs, the buyer will be liable for any court costs and related charges, including attorney's fees, associated with RC enforcing the terms of this contract. This legally binding contract is the exclusive agreement between RC and the buyer and supersedes any and all prior oral or written agreements, negotiations or other dealings between them concerning the purchase and sale of the kitten/cat.  
\_\_\_\_\_ (buyer's initials)

**PURCHASERS SIGNATURE INDICATES FULL AGREEMENT AND UNDERSTANDING OF ALL THE TERMS AND CONDITIONS OF THIS PURCHASE CONTRACT. THIS DOCUMENT IS A LEGAL AND BINDING CONTRACT.**

Seller's Signature

Date

Buyer's Signature

Date