

**SALES CONTRACT**  
**BETWEEN**  
**SUNOVA SIBERIANS LLC**  
**AND**  
**BUYER**

**THIS SALES CONTRACT:**

- 1.0 Is between Sunova Siberians LLC and a Buyer, where Buyer agrees to purchase a Kitten bred by the Breeder, at a Purchase Price.
- 2.0 Must be signed by both Breeder and Buyer when purchasing a Sunova Siberians Kitten as it is designed to protect Buyer, Breeder, and the welfare of Kitten.
- 3.0 Supersedes any and all oral or written agreements, considerations, express or implied warranties, made by either Party.

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## 1.0 DEFINITIONS

- 1.1 SALES CONTRACT – binding agreement between Breeder and Buyer relating to transfer of ownership of a specific Kitten from Breeder to Buyer
- 1.2 SUNOVA SIBERIANS LLC – a/k/a Breeder, a/k/a Cattery.
- 1.3 BREEDER – owner of Sunova Siberians LLC who selectively mates male and female Siberian Forest Cats to produce offspring in a form of a Kitten.
- 1.4 KITTEN – Siberian Forest cat, bred by Breeder resulting in offspring such as male or female, that Buyer agrees to purchase from Breeder.
- 1.5 CAT – a/k/a Siberian Forest cat, and the only breed type that Breeder offers for Sale.
- 1.6 CATTERY – physical enclosure that provides Kittens and Cats with shelter, food, water, bathroom, healthcare, socialization, play, and sleep areas.
- 1.7 BUYER – individual(s) seeking to acquire a Kitten from Breeder.
- 1.8 PURCHASE PRICE – USD \$2,400.00 paid by Buyer to Breeder in exchange for Breeder transferring rights of ownership of a Kitten to the Buyer.
- 1.9 NDA – Non-disclosure agreement.
- 1.10 PARTY – Breeder or Buyer.
- 1.11 PARTIES – Breeder and Buyer.
- 1.12 PET – Kitten or Cat that is to be either enjoyed at Buyer’s house setting, and taken to shows at Buyer’s desire, but one that is either to be spayed or neutered at an appropriate age, and absolutely forbidden to produce offspring.
- 1.13 STUD – male Cat that is used by Breeder to breed offspring with a Queen.
- 1.14 QUEEN – female Cat that is used by Breeder to breed offspring with a Stud.
- 1.15 WAIT LIST – Breeder-tracked list of Buyers, in first come first serve order, who have made a \$100 deposit to reserve their position to acquire a Kitten.
- 1.16 NOTIFICATION – communication by either Party to one another, made either by mail, email, phone call, or text message.
- 1.17 OPTIMAL SELECTIONS / PET SCAN – a genetic sequencing report that looks at the DNA and blood type of Stud and Queen.
- 1.18 CFA – Cat Fanciers Association.
- 1.19 TICA – The International Cats Association.
- 1.20 LITTER – One or more kittens born at the same time to a specific Queen and Stud
- 1.21 ALTERED – spayed female Kitten or neutered male Kitten
- 1.22 DEPOSIT – initial USD \$100.00 deposit from Buyer to Breeder to secure Buyer’s position on the Wait List.
- 1.23 RESERVATION FEE – USD \$500.00 deposit from Buyer to Breeder to claim a right of selecting a specific Kitten.
- 1.24 REMAINING BALANCE – final USD \$1,800.00 paid by Buyer to Breeder to gain legal possession of Kitten, which bring total of USD \$2,400.00 paid by Buyer to Breeder.

## 2.0 BREEDER'S OBLIGATIONS AND HEALTH WARRANTY

- 2.1 Breeder provides a 72-hour limited health warranty that Kitten is in good health and is free of fleas and worms. Breeder also warrants that Kitten is free of the feline leukemia virus (FeLV), feline infectious peritonitis (FIP), and the feline immunodeficiency virus (FIV) at the time of purchase.
- 2.2 In a rare and unfortunate event if Kitten dies within 24 months of the date of birth due to a congenital or hereditary defect, at the discretion of the Breeder, Breeder will replace the Kitten with a Kitten of similar or better quality, or refund the entire Purchase Price to the Buyer within 7 days of Notification. To determine if Kitten's death was caused by a congenital or hereditary defect, Breeder must receive proof of the defect from Buyer in the form of a complete necropsy report, completed by a licensed veterinarian and performed at Buyer's expense.
- 2.3 Breeder will provide results from Optimal Selection / Pet Scan of Queen and Stud to Buyer to ensure no detection of congenital and/or hereditary predisposition of illness.
- 2.4 Breeder will have completed all the age-appropriate vaccinations and deworming prior to transferring ownership to Buyer. A copy of the Kitten's health record will be given to Buyer at the time of purchase. If Buyer chooses to inoculate for feline infectious peritonitis (FIP), the warranty is invalidated.
- 2.5 If evidence come to light that Kitten is found to have been neglected by Buyer, allowed to roam freely outside, in ill health, or if the Buyer does not abide by the terms of this Sales Contract, the Buyer will surrender said Kitten to Breeder unconditionally and without a refund within 5 days of Notification from Breeder. This Notification will also sever any and all warranties and support from Breeder.
  - 2.5.1 There are too many health risks and variables that are not preventable in an outside environment.
- 2.6 Breeder will provide Buyer with Kitten's CFA or other organization pedigree registration papers at the time of purchase within 2 weeks of Kitten pick up. Kitten Litter will be registered with CFA or TICA, and Buyer may use this form to register their Kitten individually. This low-cost individual registration fee is a responsibility and an option of Buyer but not necessary unless Kitten is to be shown.
- 2.7 You may show altered Kittens or Cats.
- 2.8 Spaying and neutering:
  - 2.8.1 Both the action and expenses related to surgeries become Buyer's responsibility.
  - 2.8.2 Is not recommended until the age of 5 to 6 months after birth, or at the discretion of a licensed veterinarian so that Kitten can mature properly. Veterinarians in Washington State do not perform spay/neuter before the age of 6 months typically.
- 2.9 Proof of spay and neutering must be provided by Buyer to Breeder by Kitten's 12 month birthday, unless Breeder sells Buyer Kitten with breeding rights. Breeding a Kitten or Cat from Breeder will constitute a breach of Sales Contract, resulting in Breeder re-acquiring Kitten or Cat from Buyer, Buyer losing its entire Purchase Price, and Breeder fining Buyer USD \$10,000.00, paid

- by Buyer to Breeder by 5<sup>th</sup> day of every month, for every 30 days past Kitten's 12-month birthday.
- 2.10 In a rare event that Kitten dies while in the Breeder's possession but after Buyer makes a Deposit, Buyer will have an option to either request their deposit to be returned within 7 days of Notifying Breeder, or leave the deposit for the next Litter that Buyer will be able to select from.
  - 2.11 Upon birth of any Litter, from and by any Queen and Stud, Breeder reserves the right to keep any Kitten to retain for Cattery, as long as it has not been Reserved by Buyer.
  - 2.12 Buyer agrees to administer probiotics to their kitten/cat once a day, every day for the duration of this health warranty.

### **3.0 BUYER'S OBLIGATIONS**

- 3.1 In order to validate warranty described in section 2.0, Buyer must take Kitten to a veterinarian within 7 business days of purchase at Buyer's expense. Buyer must notify Breeder of any claim under the warranty immediately. Any necessary treatment or other expenses must be authorized by Breeder prior to treatment and will be reimbursed to Buyer by Breeder for the amount not to exceed the Purchase Price. This is a limited warranty that expires within 7 business days from the date of purchase if the Buyer fails to bring their Kitten to a veterinarian in that time frame.
- 3.2 If the veterinarian finds any physical problems that make Kitten a poor health risk, the veterinarian should write and sign a short note on his/her letterhead stationery, explaining their findings. Kitten may be returned to Breeder within 14 business days for a full refund or exchange for a new Kitten (either immediately, or upon availability). Buyer will be responsible for any shipping costs.
- 3.3 Buyer agrees to provide Kitten with a clean, pleasant environment, conducive to good health and with adequate space for exercise. Buyer further agrees that at least 1 litter box will be provided for each Kitten or Cat in the household, and all litter boxes will be cleaned daily. Buyer further agrees that Kitten will not be caged unless absolutely necessary for Kitten's safety or health, and only for a limited time. All cats must be kept inside Buyer's home with the exclusion of outdoor enclosures, leashes, and under strict supervision.
- 3.4 Buyer will provide Kitten with proper nutrition in the form of premium food. Breeder feeds and recommends Royal Canin, Blue Buffalo, Tiki cat, and raw. Buyer further agrees to provide Kitten with fresh water daily, or clean and change water in a water fountain at least once every 3 days if only 1 Kitten or Cats reside in household, and every 2 days if 2 or more Kittens or Cats reside in household.
- 3.5 Buyer will provide Kitten with proper veterinarian care and vaccines as needed,

long with companionship. Buyer will report any significant health conditions during Kitten's lifetime to Breeder as soon as possible, even after 24 month warranty has expired.

- 3.6 Buyer agrees that Kitten will live indoors only and will not let it roam outdoors. Letting Kitten roam outdoors will void warranty provision of this Sales Contract.
- 3.7 Buyer will not declaw Kitten under any circumstances. De-clawing is a violation of this Sales Contract.
- 3.8 Buyer will not, under any circumstances, give, sell, or lease Kitten to any animal shelter, research facility, laboratory, pet store, or other commercial or noncommercial enterprise. In the event that Buyer can either no longer keep Kitten, or does not want to, Buyer is to notify Breeder immediately – see section 5.2 below.

**4.0 PURCHASE PRICE**

- 4.1 Acceptable methods of payment – Zelle, Venmo, Cash App, Credit Cards, or Cash. Checks are not acceptable.
- 4.2 Purchase Price of a Kitten is USD \$2,400.00, broken out in 3 separate payments:
  - 4.2.1 In order to be placed on the Wait List the Buyer must:
    - 4.2.1.1 Provide Breeder with their preferences for:
      - 4.2.1.1.1 Sex\_\_\_\_\_
      - 4.2.1.1.2 Color\_\_\_\_\_
        - 4.2.1.1.2.1 Breeder does not breed red or pure 100% white Kittens
      - 4.2.1.1.3 Time Frame\_\_\_\_\_
      - 4.2.1.1.4 Temperament\_\_\_\_\_
      - 4.2.1.1.5 Be comfortable with a dog\_\_\_\_\_
    - 4.2.1.2 Make a USD \$100.00 deposit, a/k/a Deposit.
      - 4.2.1.2.1 Once Deposit has been made, Buyer will receive an acknowledgement from Breeder Notifying them that they have now officially been added to the Wait List, and that their position is now locked in.
        - 4.2.1.2.1.1 Buyer’s position on the Wait List may change due to:
          - 4.2.1.2.1.1.1 Kitten availability – if Breeder does not have the specific sex, color, pattern, temperament, or a combination of any 2 or more, or all of the above as requested by the Buyer
          - 4.2.1.2.1.1.2 If Buyer’s circumstances

- temporarily changed
- 4.2.2 When Kittens are between 8-9 weeks old, Breeder will Notify Buyer that it is now their turn to select a Kitten.
    - 4.2.2.1 Buyer can either request photos of available Kittens to make their choice, or have a virtual meeting using Google Meets, or visit the Cattery in person and make their selection while being physically present with the available Kittens.
      - 4.2.2.2 If Buyer finds a Kitten that they like then Buyer will remit additional deposit of USD \$500.00, a/k/a Reservation Fee, bringing a total to USD \$600.00 paid to Breeder.
        - 4.2.2.2.1 At this time Breeder will let the Buyer know when Kitten will become at least 12 weeks of age and be ready to be picked up, a/k/a Pick-up Date
    - 4.2.2.3 If Buyer does not find the Kitten that they like then they will have a pick of the very next litter, base on preferences and position in the Wait List. Buyer can choose to be moved down the Wait List for a maximum amount of 24 months from the time Deposit was made.
  - 4.2.3 Upon Buyer providing Breeder with Deposit and Reservation Fee, and once Kitten has matured to being at least 12 weeks old, Buyer will be expected to pick up their Kitten on the Pick-up Date.
    - 4.2.3.1 Buyer will have no more than 21 days from the Pick-up Date to pick up their previously-selected Kitten and remit Remaining Balance to Breeder.
    - 4.1.3.2 Buyer agrees to compensate Breeder USD \$15.00 for every 24 hours starting midnight upon expiration of 21 days of the Pick-up Date. After 12 weeks Queens no longer treat their offspring as children that they need to protect and become hostile towards them, which causes Breeder to make additional arrangements to separate Kitten from the Queen for the safety of Kitten.
    - 4.1.3.3 If after 30 days from Pick-up Date Buyer fails to pick up their previously-selected Kitten, this Sales Contract becomes void, and Buyer will forfeit both their Deposit as well as a Reservation Fee, a combined USD \$600.00, along with any rights to acquire Kitten.

## 5.0 CANCELATION

- 5.1 This contract can be canceled by any Party, at any time, for any reason, right up until Buyer takes legal possession of Kitten, whether in person, or via shipping.
  - 5.1.1 If canceled by Breeder, both Deposit and Reservation Fee will be returned to Buyer within 5 business days.

5.1.2 If canceled by Buyer, upon a Notification of cancelation, Breeder will return Reservation Fee after one has been made, but before 14 days expiration from the Pick-Up Date.

5.2 If Buyer decides against keeping Kitten after taking legal possession of it Breeder reserves the right of first refusal – Buyer is to Notify Breeder about their intention of not wanting to keep the Kitten or Cat, and Breeder will have 7 business days to notify its intent to either re-acquire the Kitten or Cat at the full Purchase Price previously paid by Buyer to Breeder, or allow Buyer to re-home the Kitten or Cat at their own expense and discretion.

## **6.0 LONG-TERM HEALTHCARE**

6.1 Breeder will not be held liable for any veterinary or health care costs occurring while the kitten is in possession of Buyer, except as provided for by the above-mentioned limited warranty.

## **7.0 NON-DISPARAGEMENT**

7.1 A non-disparagement agreement goes into effect as soon as Deposit is made by Buyer, stays in effect in perpetuity, and applies to Buyer, as well as anyone having any type of a relationship with Buyer, including but not limited to Buyer's family, friends, co-workers, etc. This is to protect the breeder from unscrupulous, unjustified harassment, and accusations. This is a lifetime agreement. If there is an issue that arises then Buyer agrees to work with Breeder to come to an agreement to the best of Parties' abilities. In the event the matter cannot be resolved see section 8.0 Disputes below.

7.2 Buyer agrees to not post negative comments on social media sites, such as, but not limited to comments and reviews on Facebook, Instagram, Tik Tok, Google, Reddit, Yelp, BBB or any other online platform. Breeder and Buyer both agree to work together through issues as they arise.

7.3 Breeder's maximum liability to Buyer for any and all losses, claims, damages, or liability of any kind shall be limited to the Purchase Price.

## **8.0 DISPUTES**

8.1 Buyer agrees that any and all disputes with Breeder will be done through arbitration if Buyer and Breeder cannot come to an amicable agreement otherwise. If Buyer and Breeder fail to come to a resolution, arbitration of any kind will take place in the county that Breeder resides in, and will be governed by Washington State laws. If arbitration fails and a lawsuit is filed with court of law, and if either Buyer's litigation case gets dismissed, or if the court finds Breeder not guilty, then Buyer agrees to reimburse Breeder for all of Breeder's litigation costs, including lost time, sales, court fees, etc.



**9.0 KITTEN**

9.1 Kitten being sold by Breeder to Buyer as a Pet and not for breeding.

9.2



9.3

9.4 Microchip number: xxxxxxxxxxxxxxxxxxxx

9.5 Name: Sunova Kitty Cat

9.6 Male \_\_\_\_\_ Female \_\_\_\_\_

9.7 Breed: Siberian Forest Cat

9.8 Color Pattern:

9.9 Date of Birth:

9.10 Stud:

9.11 Queen:

**10.0 BREEDER**

10.1 Breeder's information:

10.1.1 Name:	Brooke Babin
10.1.2 Address:	14301 44th Dr NW Stanwood, WA 98292
10.1.3 Phone number:	(360) 804-0610
10.1.4 E-mail:	<a href="mailto:Sunovasiberians@gmail.com">Sunovasiberians@gmail.com</a>
10.1.5 Web address:	<a href="http://www.sunovasiberians.com">www.sunovasiberians.com</a>



**11.0 BUYER**

11.1 Buyer's name: \_\_\_\_\_  
11.2 Address: \_\_\_\_\_  
11.3 City: \_\_\_\_\_  
11.4 State: \_\_\_\_\_  
11.5 Zip code: \_\_\_\_\_  
11.6 Phone: \_\_\_\_\_  
11.7 Email: \_\_\_\_\_

**12.0 EXECUTION**

If Buyer fails to comply with any aspect of this Sales Contract then Buyer forfeits any rights that Buyer may otherwise have.

This Sales Contract is:

- Exclusive between the Buyer and Breeder and is only transferable with a permission from both Parties.
- Considered fully executed only upon successfully submitting Deposit, Reservation Fee, and paying Remaining Balance due to Breeder by Buyer

EXECUTED in duplicate as of the date and year first set forth below by the duly authorized representatives of the Parties.

By signing below, the Parties agree that they have read and agreed with all of the provisions of Sales Contract.

Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Seller's Signature: \_\_\_\_\_ Date: \_\_\_\_\_