



(Purchaser to fill out all **red bold blanks** and **mail contract within 14 days** of kitten reservation.)
 Mail to: NakedCitySphynx LLC, 1154 Ogontz Avenue, Maumee, OH 43537

Today's Date: ___ / ___ / ___ **Kitten's Name (max 20 characters):** _____

Purchaser: _____ **Phone:** (___) ___ - _____

Email: _____ **Birthday:** _____

Address: _____ **City:** _____ **State:** _____ **Zipcode:** _____

Queen (Dam): _____ **King (Sire):** _____ **Kitten:** _____
Date of Birth: _____ **Sex:** _____ **Birth Weight:** _____
Skin Color: _____ **Eye Color:** _____ **Breed:** _____

\$.00 **Total kitten purchase price and receipt number:** _____

\$ 100.00 on ___ / ___ / ___, via: _____ *Approved application/waitlist fee. (Reservation Fee #1)*
\$ 900.00 on ___ / ___ / ___, via: _____ *8-week kitten reservation fee. (Reservation Fee #2)*
\$.00 on ___ / ___ / ___, via: _____ *Final cash payment due at pickup. (Final kitten payment)*

check here if the Purchaser financed their kitten through Terrace-Pets.

*The reservation fee of \$1,000 is broken down into 2 payments, is required for each kitten purchased, is non-refundable, and will go towards the total kitten purchase price. The Purchaser will pay the final kitten payment at pickup in cash or Zelle & must be cleared **before** pickup. If the Purchaser decides they no longer want to continue with the purchase for any reason, the Purchaser forfeits their reservation fee of \$1,000.00. If Purchaser sends a fee or payment as a goods/services transaction, the Purchaser must add 5% to the total payment made to cover all transaction fees. If Purchaser does not add the 5% transaction fee for goods/services, the fees will be added to the kitten's final cash payment at pickup. Seller reserves the right to refuse the sale of a kitten at any time without the refund of any fees/payments made. It is the Seller's responsibility to ensure kittens are placed in suitable forever homes. If the Purchaser does not return this contract within 14 days from date of reservation, the Purchaser forfeits any fee payments made and will need to reapply; the kitten will go to the next Purchaser on the waitlist. The Seller does not accept PayPal, Checks, Money-orders, your left arm, IOUs, etc as forms of payment. Any refunds will be a separate transaction sent directly from the Seller, NakedCitySphynx. The Purchaser cannot dispute any transactions or payments made to the Seller, NakedCitySphynx, for any reason at any time through any financial/banking service platform. The Purchaser will receive a receipt of final payment when the kitten is picked up from the Seller's cattery.*

Go Home:

The kitten must be picked up from the Seller's cattery no later than 16 weeks of age. If the Purchaser does not pick up the kitten or otherwise does not consummate this transaction by 16 weeks of age, the Purchaser forfeits all fees paid, and the kitten will be sold to the next Purchaser. The Purchaser is responsible for a \$10 boarding fee per day per kitten. If the kitten is not picked up on the weekend of Go Home / 16 weeks of age, the Purchaser forfeits all

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reservation fees and kitten will be sold to next Purchaser. The Seller will not hold a kitten longer than 7 days. The boarding fee will be added to the kitten’s final payment. The Seller has the right to withhold any kitten found to have a health issue until such time as the Seller’s veterinarian declares the kitten to be healthy and ready to go to his/her’s new home.

Transitioning, Mistreatment, and Proper Medical Treatment:

All changes are required to be gradual. Seller requires the kitten to be isolated to one room (bedroom) for a minimum of 7 days without animal/pet contact. It could take weeks for your kitten to adjust, give them the time they need in their isolation room. Seller cannot predict adjustment time, or kitten to owner interaction and bonding, and is therefore not responsible for the kitten bonding to the Purchaser. Lack of bonding or personality issues are beyond the Seller’s control. Purchaser shall provide adequate clean indoor sanitation facilities and shall never allow the kitten to roam freely outdoors and never declaw the kitten. Purchaser must surrender the kitten immediately if willful or gross neglect, mistreatment, or improper medical treatment is suspected without any guarantees/ refund/ exchange/ replacement/ registration of any kind to the Purchaser, this includes any and all fees and final cash payment, no exceptions.

Health Guarantee:

1. The Seller guarantees the kitten/cat to be in good health for the first 72 hours from the time the kitten is picked up from our cattery. If for any reason the kitten is deemed “not healthy for sale” by a licensed veterinarian, during the first 72 hours after pickup, NCS will take back the kitten and replace with one of equal quality and valued, when one becomes available. The Purchaser must show proof immediately by a licensed veterinarian with a written letter, including veterinarian’s letter head, deeming the kitten “not healthy for sale” and a detailed explanation as to why the kitten is not deemed fit for sale. The kitten must be returned within 7 days to NakedCitySphynx.
2. The Seller guarantees the kitten/cat against a death (not a diagnosis) caused by a hereditary congenital defect/mutation/disorder as a result of genetics for the kitten’s first year of life. An autopsy/necropsy must be performed at the time of death to determine the cause of death.
3. The Seller guarantees the kitten/cat against a death (not a diagnosis) caused by Hypertrophic Cardiomyopathy (HCM) for the kitten’s first three years of life. HCM is a condition that causes the muscular walls of the heart to thicken and decrease the heart’s efficiency. The kitten must be HCM scanned yearly in person by a licensed cardiologist beginning at 1 year of age to qualify for the HCM guarantee. An autopsy/necropsy must be performed at the time of death to determine the cause of death.

In addition to health guarantees 1, 2, and 3:

* Hypertrophic Cardiomyopathy (HCM) diagnosis must be tested for, diagnosed, and documented in person by a licensed veterinarian with a specialty in cardiology, and documentation provided to Seller immediately. Mitral dysplasia/heart murmur does not mean HCM. Mitral dysplasia/heart murmur grades 1-3 can be caused by stress of the appointment etc. or are not fully developed yet etc; this is common in sphynx until 2 years of age, when they reach maturity. Mitral dysplasia/heart murmur grades 4-6 are a cause for concern and are referred to a licensed veterinarian with a specialty in cardiology. Sphynx hearts are lower in the chest cavity and must be listened to at the bottom of the rib cage. We do not guarantee HCM DNA test results from NCSU, they are not a diagnosis of HCM. HCM can only be diagnosed with an HCM scan performed in person by a licensed cardiologist. HCM scans cannot be performed by a veterinarian and sent out to a specialist/cardiologist. We recommend CVCA for all HCM scans.

* Hereditary Congenital Defects/ Mutations/ Disorder diagnosis must be tested for, diagnosed, and documented in person by a licensed veterinarian and a licensed specialist with documentation provided to the Seller immediately. This will help us continue to better the sphynx breed within our cattery for future generations.

* Diagnosis/ Cause of Death: Seller has the option and right to a second opinion upon any diagnosis or cause of death, by a licensed veterinarian/specialist of their choice at the expense of the Purchaser within 7 days of diagnosis or within 48 hours of death. If Purchaser withholds knowledge of diagnosis/death/documentation longer than 24 hours, the Purchaser forfeits any and all health guarantees/replacements/exchange/refunds.

* Death of a kitten care: Place kitten in a sealed container/bag and place in the freezer to properly preserve the kitten for an autopsy/necropsy appointment or take the kitten directly to the veterinarian immediately for autopsy/necropsy

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to be performed. Please note that the necropsy needs to be performed as soon as possible to find the cause of death, if there is a waiting period, the chances are slim at finding a diagnosis/cause of death.

* Autopsy/Necropsy: Documentation and corpse photograph must be given to the Seller immediately. If an autopsy/necropsy is not performed within 48 hours of death or the results are “unknown” or is not a direct result of a hereditary congenital defect/ mutation/ disorder/ HCM or documentation and corpse photograph is not given to the Seller immediately, all health guarantees/ refunds/ exchanges/ replacements/ registration are null and void. Any and all transportation and medical health care costs are the responsibility of the Purchaser.

* Replacements/ Refunds: Seller will replace the Purchaser’s kitten with one of equal quality and value when one becomes available or the Purchaser will receive a fifty percent refund of their final cash payment. Valid only for kittens/cats purchased directly from NCS and to the original Purchaser who signed this contract.

Vaccinations, Health, and Wellness:

The Seller started the age-appropriate vaccinations, dewormer, microchip, and medical examining by the time of pickup. Purchaser is responsible for the kitten’s future veterinary care. Purchaser agrees to have the kitten medically examined by a licensed veterinarian yearly/annually to administer 1 FVRCP, 1 year rabies, and deworm. Purchaser agrees to not have the kitten re-vaccinated with FVRCP for at least three weeks after the date of their prior vaccination. Purchaser will communicate and follow Seller and Seller’s veterinarian advice when medically treating the kitten for any reason during the Health Guarantee period. Seller is not liable for any adverse reaction to any vaccination, medical treatment, medication, disease, illness, parasite, etc after leaving our cattery. Seller does not give any type of guarantee/refund/exchange/replacement for any human allergic reaction to cats. Contagious illnesses are picked up from various environments, ex: veterinary offices, and are NOT covered by the health guarantees. Under no circumstances will the Seller be liable or responsible for any medical health care bills or travel expenses incurred by the Purchaser at any time of any kind. Failure to keep kitten up to date on vaccines/dewormer, or gives an FeLV/FIV/FIP vaccine (too high risk for sphynx and can cause death), or declaws/permits the kitten to live outdoors (is considered mistreatment), or if the kitten comes in contact with another animal/environment and is exposed to diseases/ illnesses/infections/parasites/bacteria/fungi/protozoa/oocysts/ etc from that animal/ environment, renders any guarantee/replacement/exchange/refund/registration null and void.

Hairlessness:

It is understood that the Sphynx breed’s hairlessness, body color, hair color, eye color will vary from kitten to kitten and may change throughout the kitten’s life, due to hormones, climate, environment, and genetics. It is important for the Purchaser to understand it is impossible to guarantee complete hairlessness, body color, hair color, and eye color for the lifespan of the kitten. It is possible for the kitten to develop some hair especially after being spayed/neutered or as it grows older. This hair is specific to the head, tail, feet, ears, body, hips, and genitals.

Food and Water:

All kittens eat Nulo dry and wet cat food (Turkey/Duck Cod, or Salmon Mackerel), raw 80/10/10 mix, and drink purified drinking water (no tap water; there is too much bacteria and often giardia in tap water!). Purchaser is required to purchase food and necessities 30 days before pickup, due to the high demand for product online/in-store. Do not change your kitten’s diet, it will cause an upset stomach, sickness, allergies, or diarrhea because of its new environment and their sensitivity to a variety of foods. Seller cannot guarantee the health and wellness of a kitten that is removed from Nulo dry/wet cat food, raw, and purified drinking water. All kittens use Target unscented litter (blue lid), we recommend using this litter to prevent accidents! It is normal for a kitten to be stressed when entering a new environment and sphynx hide their stress well. Signs of stress are watery eyes, coughing, sneezing, and diarrhea. Contact the Seller if symptoms persist more than 72 hours for further instruction.

Spay/Neuter:

The Purchaser is required to have their kitten spayed/neutered without Ketamine sedation between 6 to 12 months of age and must provide proof to the Seller that the kitten received a spay/neuter alteration by a licensed veterinarian with documentation from the veterinarian and a photo of the spay/neuter incision by the time the kitten reaches 12 months of age. Purchaser will receive their TICA “pet only” registration when the kitten is altered. Under NO circumstances shall this kitten be permitted to breed with any other animal at any time nor remain intact otherwise,

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the Purchaser will be required to pay the Seller an additional fee of \$5,000 within 30 days and forfeits all health guarantees/refunds/exchanges/replacements/TICA registration.

Trupanion Insurance:

Seller has provided a Trupanion Go Home Day Offer with 30 days of immediate Trupanion insurance coverage at no cost to the Purchaser and it must be activated with proof of activation sent to Seller within 24 hours of picking up the. If the Trupanion Go Home Offer is not activated within 24 hours of picking up the kitten / does not send proof of activation, the Purchaser forfeits all kitten health guarantees, TICA registration, fees, refunds, exchanges, replacements, etc. We highly recommend and encourage the Purchaser to continue pet insurance for any unforeseen circumstances that may arise for the lifetime of the kitten when the Trupanion Go Home Day Offer expires.

TICA “Pet Only” Registration:

The kitten’s registration will take up to 12 weeks to arrive once they are sent in. Seller is not responsible for any incorrect information placed on the registration. Information on this contract is used for your kitten’s registration, it is permanent, and can never be changed. The Purchaser will receive their TICA registration within 12 weeks of proof alteration.

Ownership:

The Purchaser agrees that under NO circumstances will the kitten ever be sold or given to a pet shop, animal shelter, humane society, research laboratory, pet mill, or similar facility. The kitten shall not be transferred/sold/leased/given to another person unless this individual is approved by the Seller in writing 30 days prior. Any unapproved transfer shall be a violation of this contract and the Purchaser shall instead return the kitten to the Seller immediately without refund/exchange/replacement/registration, of any kind regardless of the circumstances. Should the Purchaser for any reason including death, not be able to keep the kitten, the Seller has the first option to retrieve the kitten surrendered at no cost/refund/exchange/replacement of any kind. The Seller will take back the kitten at any age, at any time, or any reason without refund/exchange/replacement to Purchaser (This is to avoid one of our kittens ending up in a home or place that is not ideal. Any kitten given back to the Seller is considered surrendered and will NOT be returned to the Purchaser. We feel a lifelong commitment to the kittens we bring into this world). The Purchaser acknowledges that a pet can become homeless as a result of unforeseen circumstances, such as divorce, relocation, or death of Purchaser. Notwithstanding any unforeseen circumstances, Purchaser agrees that if they are unable to possess the kitten for any reason, including Purchaser’s incapacity or death, the Seller shall have first option to retrieve the kitten. Should the Seller retrieve the kitten, the Purchaser shall not be entitled to any compensation of any kind, and Seller shall have sole discretion to determine the kitten’s disposition, whether the kitten is rehomed or retained by the Seller’s cattery. The parties acknowledge and agree that this limitation shall remain in effect for the entire life of the kitten.

IMPORTANT:

Check your WASHER, DRYER, DISHWASHER, GROCERY/TRASH BAGS, BOXES, SNUGGLE SACKS, PILLOWCASES, BLANKETS, LAUNDRY HAMPERS, ETC, **every time!** Also be cautious of hair ties, bread ties, string, ribbon, fraying fibers, etc. These are the most common occurrences for the death of a sphynx!

***The day before bringing your sphynx home, you are required to clean everything you can with 1/4 cup of disinfecting bleach and 1 gallon of water let it sit for 10 minutes before drying to kill any bacteria/parasites that will be in your sphynx's area. Disinfecting bleach is the only solution that will kill 99.9% of bacteria, ammonia will kill parasites and oocysts, such as coccidia. We also recommend Rescue Disinfectant for cleaning to kill diseases in the environment. Sphynx are sensitive and can breakout into hives and struggle to breathe due to a lot of cleaners and smells from candles/incense/wax melts/cleaners/detergents/marijuana etc. All bedding, clothing, etc for your kitten must be washed with borax and a Clorox bleach for colors before introducing it to your sphynx and after your sphynx wears clothing or uses blankets/bedding, etc. (Please note that sphynx oils can build up and create bacteria/fungus if they wear clothing for a long period of time). Wearing shoes in your home or clothing that is exposed to rain/snow/chemicals/other animals/etc brings in bacteria and parasites to the environment that the sphynx kitten/cat may be sensitive to and make them sick. Sphynx have adverse reactions to marijuana, etc. If using marijuana etc, please be advised that it can remain on clothing, skin, surfaces for long periods of time and can be transferred to your kitten. Death can occur if your kitten is exposed to toxic levels of marijuana etc. Your kitten can absorb these toxins through their skin, eyes, ears, mouth, nose, etc and cause death.

Purchaser’s Initials:_____

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Reputation of NakedCitySphynx:

Purchaser will not use defamation of character or address concerns about the Seller, the owner, breeder, cattery, in any way, at any time by means of oneself or a third party (this includes but not limited to social media, internet, written, text, email, photo, video, screenshots, etc). Purchaser will address all concerns directly to the Seller. All concerns not resolved will be brought to a court of law in Lucas County, Ohio. Defamation of character or addressing concerns by means of oneself or a third party will result in Purchaser forfeiting registration, all health guarantees, and paying a fine of \$5,000; in addition to the Purchaser being responsible for the Seller’s court fees, attorney fees, travel expenses, emotional distress, etc.

Updates and Breach of Contract:

Purchaser agrees to give frequent photos and updates of kitten to Seller, will contact the Seller for all veterinarian visits the day of, and respond promptly to the Seller when they contact the Purchaser. The Seller has the right to use any pictures, videos, and documentation regarding the kitten for the entirety of the kitten’s life. All \$, money, and dollar amounts are USD currency only. The Seller has the conditional right to reclaim kitten without refund/ exchange/ replacement/ registration for any breach of contract and pay a penalty fee of \$5,000 to the Seller. Breach of contract, penalty fees, and fines are in addition to the kitten’s purchase price. No refunds, exchanges, or replacements will be given at any time for any reason other than mentioned in the health guarantees in this contract. Any legal action which may arise under the terms of this contract will be brought to Lucas County, Ohio. The Purchaser shall be liable for all expenses in the amount of the purchase price of kitten, shipping/travel expenses, associated veterinary expenses, and costs resulting from litigating any matter for the kitten, including Seller’s attorney fees, court costs, other charges/fees/costs/fines, and any defamation of character/damages caused to the reputation of the Seller, no exceptions. Seller only guarantees hereditary congenital defects/mutations/ disorders that result in death during the first year of life and are a direct result of genetics. Seller does not guarantee any non-hereditary congenital defect/mutation/disorder of any kind at any time. This document is a legally binding contract. In signing this document, the Purchaser acknowledges he/she has read and fully understands and agrees to ALL the terms and conditions stated above and will provide the Seller with this signed contract within 14 days of paying their kitten reservation fee. Signatures and dates below indicate full agreement to ALL the terms set forth in this contract. There are neither other conditions nor guarantees, verbal or implied. No verbal or implied deviations or additions are valid without the signatures or initials of both parties. No other warranties or guarantees are provided other than those specifically outlined in this contract. The above and below signed and initialed parties consider this document to be legally binding without a notary signature. Changes or additions to this contract must be initialed and/or signed by all parties. If the Purchaser breaches any part of this contract agreement, the Seller is released from all obligations under this contract agreement. The Purchaser has a clear understanding of the contract and the obligation to purchase a kitten from the Seller. Purchaser and Seller understand their rights and agree to all terms in the entirety of this contract, and was not bribed, coerced, nor forced to agree to, fill out, initial, or sign this contract in any way. Purchaser and Seller are signing willfully to the entirety of the NakedCitySphynx Purchase Contract.

Signature of Purchaser: _____ **Date:** ____ / ____ / ____

Printed name of Purchaser: _____

Signature of Seller: _____ Date: ____ / ____ / ____

Printed Name Seller: Kristina M. Barker

Purchaser’s Initials: _____ **Seller’s Initials:** _____