



ROYAL MARKYS
BRITISH SHORTHAIK CATTERY

PET KITTEN PURCHASE AND OWNERSHIP AGREEMENT

PET HOME ONLY - NO BREEDING RIGHTS

SAMPLE FOR REVIEW ONLY - NOT FOR SIGNATURE

This sample shows the standard terms of the Royal Markys Pet Kitten Purchase and Ownership Agreement. Before a sale is completed, the final agreement is completed with the specific Buyer, kitten, price, payment, transfer, and legally required transaction information. This website copy is for review only and is not intended for signature.

1. SELLER / BREEDER

Cattery	Royal Markys British Shorthair Cattery
Breeders / Sellers	Lidiya Shylova and Katarzyna Jakubowska-Duda
Business address	Provided in the completed agreement
Mailing address, if different	Provided in the completed agreement
Telephone	Provided in the completed agreement
Email	royalmarkys@gmail.com
Website	british-shorthairkittens.com
Registries	TICA • CFA • CCA-AFC • WCF, as applicable to the individual cat

2. BUYER

Full legal name	Completed in the final agreement
Address	Completed in the final agreement
City / Province / Postal Code	Completed in the final agreement
Telephone	Completed in the final agreement
Email	Completed in the final agreement
Second adult owner, if applicable	Completed in the final agreement

3. KITTEN INFORMATION

Registered name / Call name	Completed for the individual kitten
Breed	British Shorthair
Sex	Completed for the individual kitten
Date of birth	Completed for the individual kitten
Colour	Completed for the individual kitten
Microchip number	Completed for the individual kitten
Registration organization / number	Completed for the individual kitten
Sire	Completed for the individual kitten
Dam	Completed for the individual kitten
Expected transfer / supply & completion date	Completed for the individual kitten
Transfer location / delivery place	Completed for the individual kitten

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

Kitten purchase price	Completed in the final agreement
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ROYAL MARKYS

BRITISH SHORTHAIK CATTERY

Reservation deposit paid	Standard deposit: CAD \$500, subject to applicable law
Taxes, if applicable	Completed in the final agreement
Delivery / transport charges, if any	Completed in the final agreement
Other agreed charges, if any	Completed in the final agreement
TOTAL PRICE	Completed in the final agreement
Balance due	Completed in the final agreement
Balance payment deadline	Completed in the final agreement

All amounts are payable in Canadian dollars unless the parties agree otherwise in writing. The reservation deposit is credited toward the total purchase price. The kitten will not be released until the purchase price and all agreed charges that are lawfully payable have been paid in full. Subject to any mandatory statutory rights, title and ownership transfer to the Buyer only after full payment and physical delivery of the kitten.

The standard reservation deposit is CAD \$500, subject to any statutory limit, cancellation right, refund right, or other mandatory requirement that applies to the particular transaction. Except where the Buyer has a statutory or other legal right to cancel and receive a refund, the reservation deposit is non-refundable if the Buyer voluntarily cancels, simply changes their mind, fails to complete the purchase by the agreed deadline, or becomes ineligible because of materially false information or an undisclosed intention to breed, resell, or improperly transfer the kitten.

The Buyer acknowledges that once a kitten is reserved, Royal Markys may stop offering that kitten to other prospective buyers.

If the Buyer cancels for a serious or compassionate reason that the Seller accepts in good faith, and the Buyer does not otherwise have a statutory right to a refund, the Seller may place the kitten back for sale. If the kitten is subsequently sold and the replacement sale is completed at the same or a higher total kitten price, the Seller will refund the Buyer's reservation deposit within fifteen (15) days after receiving cleared funds from the replacement sale.

If the delay caused by the original reservation reasonably requires the Seller to reduce the kitten's price or incur direct re-marketing costs in order to complete the replacement sale, the Seller may retain from the deposit an amount up to the actual price reduction and reasonable direct re-marketing costs, and will refund any remaining balance of the deposit. If the kitten is not resold, no refund is due under this discretionary compassionate-cancellation provision, except where a refund is required by applicable law.

If the Seller cancels for reasons unrelated to Buyer breach and the kitten cannot be transferred, the Seller will refund amounts paid for that kitten unless the parties agree in writing to apply the funds to another kitten.

If the kitten becomes medically unsuitable for transfer, the Seller may postpone transfer, offer a comparable available pet kitten, apply paid funds to a future available litter with the Buyer's written agreement, or refund amounts paid for that kitten. Nothing in this Section limits any statutory cancellation, refund, warranty, or other consumer right that cannot legally be excluded or limited.

If any statutory cancellation or refund right applies to the transaction, that statutory right prevails over any inconsistent provision of this Section.

5. PET-ONLY SALE - NO BREEDING RIGHTS

The kitten is sold strictly as a household companion and pet. No breeding rights are granted. A pedigree, registration certificate, show result, intact status, or physical ability to reproduce does not create breeding rights.

The Buyer shall not:

- breed or intentionally permit the kitten to mate;
- allow an accidental mating through failure to take reasonable precautions;
- offer the kitten for stud service or advertise the kitten as a breeding cat;
- collect, store, sell, transfer or use semen, ova, embryos or other reproductive material from the kitten;
- register or represent any offspring as connected with Royal Markys; or
- sell, lease, lend, give or transfer the kitten to any person for breeding.

Any mating, pregnancy or suspected mating must be reported to the Seller immediately. Unauthorized breeding, attempted breeding, or transfer for breeding is a material breach of this Agreement. The Seller may pursue any lawful remedy available; this Agreement does not authorize self-help seizure of the kitten.



6. MANDATORY SPAY OR NEUTER

The Buyer agrees to have the kitten spayed or neutered by a licensed veterinarian no later than twelve (12) months of age, unless a licensed veterinarian provides written confirmation that the procedure should be postponed, is medically contraindicated, or is otherwise not medically appropriate for the kitten at that time. The Buyer must follow the veterinarian's written recommendation and, where the procedure is only postponed, complete it when the veterinarian confirms that it is medically appropriate.

The Buyer must send written veterinary proof of the completed procedure to the Seller within fourteen (14) days after surgery. Acceptable proof includes a veterinary certificate, paid invoice, or medical record clearly identifying the kitten. The Buyer authorizes the veterinary clinic to confirm to the Seller only whether the required procedure has been completed. Failure to comply without documented medical justification is a material breach.

7. REGISTRATION DOCUMENTS

Where applicable, the kitten will be individually registered with the appropriate registry as pet only, not for breeding, altered, or with the nearest equivalent restriction available.

The Seller may retain registration documents that have not yet been issued or transferred until the purchase price and all other amounts lawfully payable under this Agreement have been paid in full.

Where the applicable registry permits or requires transfer documentation to be completed after spay or neuter, the Seller may require reasonable veterinary proof of the completed procedure before completing or submitting the applicable registration transfer or releasing any registration document that is expressly subject to that procedure.

The Seller will not withhold a document where withholding it would conflict with applicable law, a registry's mandatory rules, or a statutory right of the Buyer.

A pedigree or registration certificate does not grant breeding rights. No registration document, pedigree, show result, intact status, or physical ability to reproduce changes the pet-only and no-breeding restrictions in this Agreement.

8. ABSOLUTE PROHIBITION ON ELECTIVE DECLAWING

The Buyer shall never have the kitten declawed or subjected to onychectomy, tendonectomy, laser declawing, partial toe amputation, or any comparable elective procedure intended to prevent normal claw use. A claw or toe may be surgically treated only when a licensed veterinarian confirms that the procedure is medically necessary to treat a genuine injury, infection, tumour, disease, or other medical condition. Routine nail trimming is permitted and encouraged. Elective declawing is a material breach.

9. LIFELONG STANDARD OF CARE

The Buyer shall provide humane, responsible, and appropriate lifelong care, including:

- adequate nutritious food and continuous access to clean water;
- safe, clean, and temperature-appropriate housing;
- regular veterinary examinations, vaccinations, and parasite control appropriate to the kitten's age and condition;
- prompt veterinary treatment for illness, injury, pain, or unusual behaviour;
- clean litter facilities, grooming, nail care, exercise, enrichment, and human interaction;
- protection from abuse, neglect, abandonment, toxic substances, dangerous animals, and unsafe temperatures; and
- reasonable measures to prevent escape, theft, and accidental injury.

The Buyer shall not unreasonably delay necessary veterinary treatment because of cost, inconvenience, or scheduling. After transfer, the Buyer is responsible for all ordinary and emergency care costs except as expressly covered by this Agreement or required by law.

10. INDOOR HOME AND OUTDOOR SAFETY

The kitten shall be kept primarily as an indoor companion and shall not be allowed to roam outdoors freely. Outdoor access is permitted only in a secure catio, secure carrier, properly fitted harness and leash, or another protected setting under direct supervision.

11. NO ABUSE, NEGLECT, ABANDONMENT OR HARMFUL USE

The kitten shall not be abused, neglected, abandoned, physically punished, used for fighting, baiting, unlawful activity, experimentation, or any dangerous or exploitative purpose. The kitten shall not be euthanized merely for convenience, ordinary behavioural problems, or a treatable medical condition without a reasonable veterinary assessment. Humane euthanasia recommended by a licensed veterinarian to prevent serious and incurable suffering is permitted.



12. NO RESALE, REHOMING OR TRANSFER WITHOUT FIRST CONTACTING THE SELLER

The Buyer shall not sell, give away, trade, lease, raffle, abandon, surrender, or permanently transfer the kitten without first contacting the Seller in writing.

If the Buyer can no longer keep the kitten, the Seller shall have the first opportunity to accept its return, assist with locating an appropriate home, or approve a proposed new owner in writing. The Seller shall respond within a reasonable period, normally within five (5) business days after receiving sufficient information about the proposed transfer, and shall not unreasonably withhold approval of a suitable proposed new owner. Approval may be withheld where the proposed transfer would conflict with the pet-only restriction, animal-welfare requirements, the proposed new owner's suitability, registry restrictions, or applicable law. The Seller may require the proposed new owner to complete an application and sign a pet-only transfer or ownership agreement. The kitten shall not be advertised as 'free to a good home.'

Unless the Seller separately agrees in writing, voluntary return of the kitten does not itself entitle the Buyer to a refund, reimbursement of veterinary expenses, transportation costs, or a replacement kitten, except where required by applicable law.

13. MICROCHIP AND PERMANENT IDENTIFICATION

The Buyer agrees to register the kitten's microchip in the Buyer's name promptly after transfer and keep the registered contact information current throughout the kitten's life. The Buyer shall not remove, alter, replace, or disable a microchip for the purpose of concealing the kitten's identity, origin, or ownership history. If the kitten is lawfully rehomed, the Buyer shall cooperate with the required microchip ownership transfer.

14. INITIAL HEALTH STATUS AND VETERINARY EXAMINATION

The Seller will provide the health, vaccination, deworming, and microchip records available for the kitten at transfer. To the Seller's knowledge, and based on veterinary information available at transfer, the kitten is believed to be clinically healthy and fit for transfer.

The Buyer shall arrange an examination by a licensed veterinarian within seventy-two (72) hours or three (3) business days after transfer, whichever provides the longer practical period. The Buyer must promptly notify the Seller in writing of any serious concern and provide the complete veterinary report, diagnostic results, and treatment recommendations reasonably relevant to the claim.

If the examining veterinarian diagnoses a serious condition that the veterinarian reasonably believes was present before transfer and materially affects the kitten's health, the Buyer must contact the Seller before making a non-emergency decision to return the kitten, pursue a contractual guarantee claim, or elect euthanasia. Emergency treatment necessary to prevent suffering shall never be delayed while awaiting the Seller's response.

15. ADJUSTMENT PERIOD, STRESS AND POST-TRANSFER EXPOSURE

The Buyer understands that travel, relocation, a new household, dietary changes, and ordinary adjustment stress may temporarily cause reduced appetite, loose stool, constipation, mild sneezing, watery eyes, or similar transient symptoms. Such symptoms do not, by themselves, establish that the kitten was unhealthy at transfer. Persistent, severe, or worsening symptoms require prompt veterinary attention.

After transfer, the Seller cannot control the kitten's exposure to other animals, people, boarding or grooming facilities, veterinary waiting rooms, parasites, infectious agents, toxins, accidents, or environmental stressors. The Buyer is responsible for sensible quarantine and gradual introductions as recommended by the Buyer's veterinarian and is advised to avoid abrupt dietary changes during the initial adjustment period.

16. LIMITED HEREDITARY AND CONGENITAL HEALTH GUARANTEE

For twelve (12) months from the date of transfer, the Seller provides a limited contractual health guarantee against a serious hereditary or congenital condition that:

- (a) is diagnosed by a licensed veterinarian;
- (b) is reasonably attributable to hereditary or congenital causes;
- (c) was not caused primarily by an event occurring after transfer; and
- (d) substantially compromises the kitten's quality of life or expected lifespan.

A claim must be supported by complete medical records, diagnostic evidence, and a written veterinary opinion reasonably identifying the condition and its suspected hereditary or congenital basis.

The Seller may obtain, at the Seller's expense, a second veterinary opinion or specialist review before a non-emergency contractual remedy is finalized. The Buyer agrees to cooperate reasonably with such review. If the kitten dies and a claim is based on an alleged hereditary or congenital cause, the Seller may reasonably request a necropsy or veterinary pathology



report where such testing is medically and practically appropriate, with the reasonable cost of the requested necropsy or pathology examination paid by the Seller.

If a covered condition is confirmed, the Seller's primary contractual remedy is a replacement pet kitten of reasonably comparable value from a future available litter, subject to availability and the Buyer continuing to meet Royal Markys placement requirements.

If a comparable replacement kitten is not reasonably available within a reasonable period, or if the parties mutually agree in writing, the Seller may provide another appropriate contractual remedy, which may include a partial or full refund.

Nothing in this Section requires the Buyer to delay emergency veterinary treatment or permits the Seller to override any mandatory statutory warranty, condition, cancellation right, refund right, or other remedy available under applicable law.

This contractual guarantee is separate from, and does not replace, any right or remedy that the Buyer may have under applicable consumer protection or other law.

The Seller's contractual remedies under this Section are intended to apply only to conditions covered by this Section and do not constitute a guarantee that the kitten will never become ill or develop a condition that could not reasonably have been predicted at the time of transfer.

17. HEALTH GUARANTEE EXCLUSIONS AND LIMITATIONS

The limited contractual guarantee does not cover conditions caused primarily by events occurring after transfer, including accident, trauma, ingestion of foreign objects or toxins, inadequate care, unreasonable failure to obtain timely veterinary treatment, obesity or malnutrition, unauthorized medication, exposure to infectious disease after transfer, or breeding activity prohibited by this Agreement.

The guarantee does not promise that the kitten will never develop illness, parasites, dental disease, allergy, behavioural problems, age-related disease, or a condition that current testing could not reasonably predict. Minor or readily treatable conditions do not automatically entitle the Buyer to a replacement kitten or refund. Genetic screening and health testing reduce risk but cannot eliminate all future disease risk.

Nothing in Sections 14-17 excludes or limits a statutory warranty, condition, right, or remedy that cannot lawfully be excluded or limited.

18. HEALTH CLAIM PROCEDURE AND EUTHANASIA

To make a claim under Sections 14-17, the Buyer must notify the Seller in writing as soon as reasonably possible after diagnosis and provide requested veterinary documentation. Except in a genuine emergency where delay would cause unnecessary suffering, the Buyer shall notify the Seller before euthanasia if the Buyer intends to seek a remedy under the health guarantee. Failure to provide reasonable documentation or to permit a reasonable second opinion may prevent the Seller from verifying a contractual claim, subject always to applicable law.

19. PET INSURANCE

The Buyer is strongly encouraged to activate any complimentary pet insurance offered with the kitten and/or obtain comprehensive pet insurance effective from the date of transfer. Veterinary expenses arising after transfer are the Buyer's responsibility except as expressly covered by this Agreement or required by law. Failure to purchase insurance does not expand the Seller's contractual obligations.

20. NO GUARANTEE OF ADULT APPEARANCE, SHOW RESULTS OR EXACT TEMPERAMENT

Unless expressly stated in a signed addendum, the Seller does not guarantee the kitten's future adult weight, final coat shade, eye-colour intensity, head or body development, show success, title, ranking, breeding suitability, or exact adult temperament. The kitten is sold as a pet regardless of later physical development. Normal developmental variation is not a defect and does not create breeding rights.

21. PHOTOGRAPHS, VIDEO, ROYAL MARKYS NAME / LOGO AND SUBMITTED CONTENT

Photographs and videos created by Royal Markys remain the property of Royal Markys or the applicable copyright owner. Royal Markys may publish, edit, crop, caption, brand, promote, and monetize Royal Markys-owned content that lawfully features the kitten.

When the Buyer voluntarily submits a photograph, video, testimonial, or update to Royal Markys for possible publication, the Buyer grants Royal Markys a non-exclusive, worldwide, royalty-free, continuing licence to edit, reproduce, brand, publish, advertise, and monetize that submitted material, and confirms that the Buyer has the right to provide it. This licence applies only to the submitted material and does not, by itself, authorize Royal Markys to publish the Buyer's private contact information or other personal data. If a submitted image or video prominently identifies a person, Royal Markys will obtain any additional



consent reasonably required before using that person's likeness for promotional advertising. The Buyer may post personal photographs and videos on the Buyer's own accounts but shall not remove a Royal Markys watermark from Royal Markys-owned content, falsely claim to be the breeder, misrepresent pedigree or breeding rights, or use the Royal Markys name or logo in a misleading manner.

22. WELFARE CONCERNS AND MATERIAL BREACH

Material breaches include unauthorized breeding; failure to spay or neuter as required; elective declawing; abuse, neglect, or abandonment; unreasonable failure to obtain necessary veterinary treatment; prohibited resale or transfer; materially false ownership or veterinary information; alteration or removal of the microchip to conceal identity; or use of the kitten for an unlawful or dangerous purpose.

Where the Seller receives specific and credible information that the kitten may be seriously neglected, abused, abandoned, or in danger, the Seller may request reasonable evidence of welfare, such as a current photograph, video, veterinary record, or veterinary examination. The Buyer shall respond within a reasonable period considering the seriousness of the concern.

The Seller may request voluntary return or surrender of the kitten and may report suspected cruelty or distress to the BC SPCA, police, animal control, or another appropriate authority, or seek a court order, damages, or another lawful remedy. The Seller has no right to enter the Buyer's property or physically seize the kitten without the Buyer's consent or lawful authority.

23. SELLER'S RIGHT TO CANCEL OR POSTPONE BEFORE TRANSFER

Before physical transfer, the Seller may cancel or postpone the sale if:

- (a) the proposed home is unsuitable based on a reasonable, good-faith assessment of the kitten's welfare or safety;
- (b) the Buyer provides materially false, misleading, or incomplete information relevant to the purchase or the kitten's welfare;
- (c) the kitten's health, development, vaccination status, or other veterinary circumstances make transfer inappropriate;
- (d) the Buyer intends to breed, resell, or otherwise transfer the kitten in a manner prohibited by this Agreement;
- (e) required payment has not been completed when due; or
- (f) the Seller reasonably determines, in good faith and based on specific welfare or safety considerations, that transfer would not be in the kitten's best interests.

If the Seller cancels or postpones a transfer under this Section, the Seller will provide the Buyer with written notice stating the principal reason for the cancellation or postponement.

If the Seller cancels the transaction for a reason unrelated to a breach by the Buyer and the kitten cannot be transferred, the Seller will refund amounts paid for that kitten, subject to any statutory requirements and except where the parties agree in writing to apply the funds to another kitten.

The anticipated transfer age is approximately twelve (12) to fourteen (14) weeks, but the exact transfer date depends on the kitten's individual health, development, vaccination schedule, readiness for transition, and the Seller's reasonable welfare assessment.

A later transfer date for legitimate health, veterinary, developmental, or welfare reasons is not a breach by the Seller, provided that the Seller communicates the reason for the postponement and provides a revised estimated transfer date when reasonably possible.

Nothing in this Section limits any statutory cancellation, refund, or other consumer right that cannot legally be excluded or limited.

24. CONSUMER CONTRACT RIGHTS AND REQUIRED DISCLOSURES

This Agreement is intended to comply with applicable British Columbia consumer protection legislation, including the Business Practices and Consumer Protection Act (BPCPA), as amended from time to time.

Depending on when, where, and how the sale is made, this transaction may be subject to statutory requirements applicable to a future performance contract, distance sales contract, direct sales contract, or another category of consumer contract.

Where applicable, the Seller will provide the Buyer, before the Buyer enters into the contract, with the information required by law, including the Seller's legal and business information, a detailed description of the kitten, the purchase price and applicable additional charges, payment terms, delivery arrangements, supply date, applicable restrictions and conditions, and the Seller's cancellation, return, exchange, and refund policies.

The Buyer will be given a reasonable opportunity to review the contract before completing the purchase and may request a copy for review before entering into the contract.



For transactions subject to statutory requirements concerning the form or delivery of a consumer contract, the Seller will provide the Buyer with a copy within the period and in the manner required by law.

The completed Agreement must contain accurate and complete information, including the contract date, Seller information, Buyer information, detailed kitten description, itemized purchase price, applicable taxes and other charges, payment terms, total price, delivery or transfer arrangements, and the applicable supply or transfer date.

For a future performance transaction, the Agreement will state the anticipated supply date and, where required by law, the date by which supply is expected to be complete.

For a distance sales transaction, the Seller will make the disclosures required by law before the Buyer enters into the contract and will comply with applicable requirements concerning electronic contracting, contract review, correction of errors, acceptance of the contract, delivery of the contract copy, and statutory cancellation rights.

The Seller's cancellation, return, exchange, and refund policies are those expressly stated in this Agreement, subject always to any mandatory statutory right or remedy.

If applicable law gives the Buyer a right to cancel, the Buyer may exercise that right in the manner and within the time permitted by law. A statutory cancellation or refund right prevails over any inconsistent contractual term.

Any statutory refund required following a lawful cancellation will be provided within the period required by applicable law and without deductions except where a deduction is expressly permitted by law.

Any legally permitted notice of cancellation or other formal notice may be sent by a method that provides evidence of the date sent, including email to royalmarkys@gmail.com or delivery to the Seller's completed business or mailing address in Section 1.

Nothing in this Agreement excludes, restricts, or limits any statutory warranty, condition, cancellation right, refund right, remedy, or other consumer protection that cannot legally be excluded or limited.

If any provision of this Agreement is inconsistent with a mandatory provision of applicable law, the mandatory legal provision prevails and the remaining provisions continue to apply to the extent permitted by law.

25. BUYER'S ACKNOWLEDGEMENTS

1. The Buyer has read the entire Agreement and had an opportunity to ask questions before signing.
2. The Buyer understands the continuing costs of food, litter, veterinary care, grooming, insurance, and emergencies.
3. The Buyer understands that the kitten is sold strictly as pet only and without breeding rights.
4. The Buyer accepts the mandatory spay/neuter requirement and the absolute prohibition on elective declawing.
5. The Buyer confirms that all information supplied in the kitten application is true and complete.
6. The Buyer understands the initial veterinary examination and health-claim requirements.
7. The Buyer has not relied on a promise, health guarantee, representation, or remedy that is not written in this Agreement or a signed addendum.
8. The Buyer acknowledges receipt of a completed copy of this Agreement after signing.
9. The Buyer acknowledges that any statutory consumer cancellation or refund right overrides any inconsistent contractual deposit or remedy term.

26. GOVERNING LAW, DISPUTES AND GENERAL TERMS

This Agreement is governed by the laws of British Columbia and the applicable federal laws of Canada. Nothing in this Agreement removes or limits a right or remedy that cannot legally be waived.

Before starting court proceedings, the parties shall make a reasonable attempt to resolve the dispute in writing, except where urgent animal-welfare action, emergency court relief, preservation of evidence, or reporting to authorities is reasonably required. Nothing in this clause prevents either party from making a truthful report to a regulator, veterinarian, animal-welfare authority, police, court, or other lawful authority.

This Agreement and any signed addendum contain the complete agreement concerning the kitten. Changes must be in writing and signed by both parties. If one provision is unenforceable, the remaining provisions continue to the extent permitted by law. Electronic signatures and electronically transmitted copies may be treated as originals. Headings are for convenience and do not limit the meaning of a provision.



27. SPECIAL TERMS / ADDENDA

Any special health guarantee, transportation arrangement, registration condition, payment arrangement, or other negotiated term must be written below or attached as a signed addendum. If a signed addendum conflicts with a general term of this Agreement, the addendum controls only to the extent of the stated conflict.

28. EXECUTION OF THE FINAL AGREEMENT

This website sample is provided for review only. The final agreement for a specific sale will contain the completed transaction information, any applicable disclosures or special terms, and signature blocks. Only that completed final agreement is intended to be signed by the parties.

SAMPLE FOR REVIEW ONLY - NOT FOR SIGNATURE