ROYAL MARKYS
BRITISH SHORTHAIR CATTERY

SAMPLE FOR REVIEW ONLY - NOT FOR SIGNATURE

PET KITTEN PURCHASE AND OWNERSHIP AGREEMENT

PET HOME ONLY - NO BREEDING RIGHTS

This Review Copy is provided so a prospective Buyer can review the standard terms before making a reservation. It is not a completed contract, does not reserve a kitten and is not for signature. A binding agreement arises only when transaction-specific details are completed and the Agreement is accepted by both parties.

Date Agreement Entered Into: _____ **Place / Method of Contract:** _____

This Agreement is between Royal Markys British Shorthair Cattery and its Sellers identified below (the "Seller") and the Buyer identified below (the "Buyer"). The kitten is sold strictly as a companion animal. Responsible ownership, the welfare of the kitten and compliance with the pet-only restrictions are fundamental conditions of this sale.

1. SELLER / BREEDER

Cattery	Royal Markys British Shorthair Cattery
Breeders / Sellers	Lidiya Shylova and Katarzyna Jakubowska-Duda
Location	Surrey, British Columbia, Canada
Business / Mailing Address	_____
Telephone	_____
Email	royalmarkys@gmail.com
Website	british-shorthairkittens.com
Cattery Registrations	TICA • CFA • CCA-AFC • WCF

Royal Markys pet kittens are eligible for TICA registration subject to Section 9. Individual TICA registration or transfer into the Buyer's name is completed only after the conditions in Section 9 have been satisfied.

2. BUYER INFORMATION

Full Legal Name	_____
Address	_____
City / Province / Postal Code	_____
Telephone	_____
Email	_____
Second Adult Owner, if applicable	_____

The Buyer confirms that all information provided to Royal Markys in the application process and in this Agreement is true, complete and accurate.

3. KITTEN INFORMATION

Name / Temporary Name	_____
Breed	British Shorthair
Sex	_____
Date of Birth	_____
Colour	_____
Microchip Number	_____
Sire	_____
Dam	_____
TICA Litter / Registration Reference, if available	_____
Expected Supply / Go-Home Date	_____
Transfer Method / Location	_____

4. PURCHASE PRICE AND PAYMENT

Purchase Price	CAD $_____
Reservation Deposit	CAD $500
Taxes, if applicable	CAD $_____
Transportation / Delivery, if applicable	CAD $_____
Other agreed charges	CAD $_____
TOTAL PRICE	CAD $_____
Balance Due	CAD $_____
Balance Payment Deadline	_____

All payments are in Canadian dollars unless otherwise agreed in writing. The CAD $500 reservation deposit is credited toward the purchase price. Once a kitten is reserved, Royal Markys may remove that kitten from availability and decline other prospective purchasers.

The kitten will not be released until all amounts lawfully due under this Agreement have been paid in full. Legal ownership transfers to the Buyer upon full payment and physical transfer of the kitten. TICA registration documentation is separate from legal ownership and is governed by Section 9.

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5. CANCELLATION, RETURN, EXCHANGE AND REFUND POLICY

Except where applicable law gives the Buyer a cancellation or refund right, the reservation deposit is non-refundable if the Buyer changes their mind, voluntarily cancels, fails to complete the purchase as agreed, fails to make required payment by the agreed deadline, provides materially false or misleading information, or reveals an undisclosed intention to breed, resell or transfer the kitten contrary to this Agreement.

The Seller may, at the Seller's discretion, make a written exception for serious compassionate circumstances. A discretionary refund, credit or transfer to another kitten is not required unless applicable law provides otherwise.

If the Seller cancels the sale for reasons unrelated to a breach by the Buyer and cannot provide the kitten, amounts received for that kitten will be refunded unless the parties agree in writing to apply them 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 received for that kitten.

After physical transfer, the Seller does not offer a voluntary return, exchange or refund merely because the Buyer changes their mind or can no longer keep the cat. Rehoming or return is handled under Section 22. This paragraph does not limit the health guarantee in Sections 16-18 or any mandatory statutory right.

Any statutory cancellation, return or refund right that applies to the transaction prevails over an inconsistent provision of this Agreement.

6. PET-ONLY SALE - NO BREEDING RIGHTS

This kitten is sold strictly as a companion pet. No breeding rights are included or granted.

Unless the Seller expressly grants breeding rights under a separate written Breeding Agreement, the Buyer shall not:

- breed the kitten or intentionally permit the kitten to mate;
- permit an accidental mating through failure to take reasonable precautions;
- advertise or offer the cat for breeding or stud service;
- collect, store, sell, transfer or use semen, ova, embryos or other reproductive material;
- transfer the cat to another person for breeding;
- represent the cat as having breeding rights from Royal Markys; or
- produce or register offspring from the cat.

A pedigree, registration certificate, show participation, intact status or physical ability to reproduce does not grant breeding rights. Unauthorized breeding, attempted breeding or transfer for breeding constitutes a material breach. Any breeding rights must be separately approved by Royal Markys in writing and are subject to a separate agreement and separate pricing.

7. REQUIRED SPAY / NEUTER

A pet kitten must be spayed or neutered by a licensed veterinarian no later than twelve (12) months of age, unless a licensed veterinarian advises in writing that the procedure should be postponed or is medically contraindicated.

If postponement is medically necessary, the Buyer must provide Royal Markys with written veterinary documentation and complete the procedure when the veterinarian determines it is medically appropriate.

Within fourteen (14) days after the procedure, the Buyer must provide Royal Markys with written veterinary confirmation identifying the kitten, the date of the procedure and confirmation that the kitten was spayed or neutered. Acceptable proof may include a veterinary certificate, medical record or veterinary invoice clearly confirming completion of the procedure.

The Buyer authorizes the veterinary clinic to confirm the spay/neuter status to Royal Markys if verification is reasonably required. Failure to comply without documented veterinary justification is a material breach and does not create or imply breeding rights.

8. BREEDING BEFORE SPAY / NEUTER

Until the required spay/neuter has been completed, the Buyer is responsible for preventing any mating. Any mating, pregnancy or suspected mating must be reported to Royal Markys promptly.

The Buyer acknowledges that failure to alter the kitten does not convert the placement into a breeding placement and does not create breeding rights.

9. TICA REGISTRATION

The Buyer understands that the kitten may not yet be individually registered or transferred into the Buyer's name at the time of physical transfer.

For a pet kitten, Royal Markys will complete, submit, provide or release the applicable TICA registration documentation only after Royal Markys has received satisfactory written proof from a licensed veterinarian that the kitten has been spayed or neutered in accordance with Section 7.

After satisfactory proof is received, Royal Markys will complete the applicable TICA registration or ownership process using the Buyer information stated in this Agreement, subject to TICA procedures then in effect.

TICA registration does not create or grant breeding rights. Failure to provide proof of spay/neuter does not entitle the Buyer to breeding rights or unrestricted registration status.

If TICA changes its mandatory administrative procedure, the parties will follow the then-current TICA procedure while preserving the pet-only and no-breeding restrictions to the fullest extent permitted.

10. PEDIGREE

An official pedigree is not included in the standard kitten purchase price or standard Kitten Package. If the Buyer wishes to obtain a pedigree, it may be ordered separately where available, subject to the applicable registry's procedures, eligibility requirements and fees. A pedigree does not grant breeding rights.

11. ROYAL MARKYS KITTEN PACKAGE

At physical transfer, the Buyer will receive the items and records applicable to the kitten, including:

- veterinary health examination before transfer;
- veterinary health record;
- age-appropriate vaccinations;
- preventive deworming;
- microchip and available microchip information;
- written Sales Agreement;
- Starter Food Pack;
- feeding and transition information;
- access to 30 days of Trupanion pet insurance for eligible new owners through the Royal Markys breeder program, subject to Trupanion eligibility and activation requirements; and
- lifetime breeder support as defined in Section 12.

TICA registration is handled according to Section 9 and is not necessarily completed or delivered at the time the kitten goes home.

12. LIFETIME BREEDER SUPPORT

Royal Markys provides lifetime breeder support for general questions concerning adjustment to the new home, feeding, routine care, grooming, behaviour, ownership, registration and general breed-related questions.

Lifetime breeder support is advisory support only. It is not a lifetime health guarantee, veterinary treatment, veterinary diagnosis, emergency medical care, an agreement to pay veterinary expenses, or financial responsibility for the cat throughout its life. Medical concerns must be addressed with a licensed veterinarian.

13. INITIAL HEALTH AND VETERINARY CARE

Before transfer, the kitten will receive a veterinary health examination. The Seller will provide the available veterinary health record, vaccination and deworming information and microchip information.

To the Seller's knowledge and based on veterinary information reasonably available at transfer, the kitten is in good health and fit for transfer. No breeder can guarantee that a living animal will remain free from every future illness, condition or medical problem.

14. BUYER'S POST-TRANSFER VETERINARY EXAMINATION

The Buyer must have the kitten examined by a licensed veterinarian within seventy-two (72) hours or three (3) business days after physical transfer, whichever provides the longer practical period.

The Buyer must notify Royal Markys promptly in writing of any serious condition that the examining veterinarian reasonably believes existed before transfer and provide the relevant veterinary records, diagnostic results and treatment recommendations.

Emergency medical treatment necessary to prevent pain or suffering must never be delayed while waiting for Royal Markys to respond. Except where required by law or expressly approved by Royal Markys in writing, Royal Markys is not responsible for veterinary expenses incurred by the Buyer.

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 by themselves do not establish that the kitten was unhealthy at transfer. Persistent, severe or worsening symptoms require prompt veterinary attention.

After transfer, Royal Markys cannot control exposure to other animals, infectious agents, parasites, toxins, accidents, boarding or grooming facilities, veterinary waiting areas, environmental stress or changes in diet or care. The Buyer is responsible for sensible quarantine, gradual introductions and avoiding abrupt dietary changes as reasonably advised by the Buyer's veterinarian.

16. LIMITED HEREDITARY AND CONGENITAL HEALTH GUARANTEE

Royal Markys provides a twelve (12) month limited contractual hereditary and congenital health guarantee beginning on the physical transfer date.

This contractual guarantee applies only to a serious hereditary or congenital condition that:

- is diagnosed by a licensed veterinarian within the guarantee period;
- is supported by appropriate veterinary findings or diagnostic testing;
- is reasonably determined to be hereditary or congenital; and
- materially affects the cat's health, expected lifespan or quality of life.

Royal Markys' breeding cats undergo DNA health testing as part of the breeding program. Genetic screening reduces known hereditary risk but cannot test for, predict or exclude every possible genetic or medical condition.

This twelve-month contractual guarantee is additional to, and does not replace or limit, any statutory condition, warranty, right or remedy that cannot lawfully be excluded or diminished.

17. HEALTH GUARANTEE CLAIM PROCEDURE

A Buyer making a claim under Section 16 must notify Royal Markys in writing as soon as reasonably possible after diagnosis and provide complete relevant veterinary records, diagnostic results reasonably necessary to support the diagnosis and a written veterinary opinion identifying the alleged hereditary or congenital condition.

Royal Markys may obtain, at its own expense, a reasonable second veterinary opinion or specialist review. The Buyer agrees to cooperate reasonably with that review.

Except in a genuine emergency where delay would cause unnecessary suffering, the Buyer must notify Royal Markys before euthanasia if the Buyer intends to seek a remedy under the contractual health guarantee.

If the kitten dies and a hereditary or congenital cause is claimed, Royal Markys may reasonably request a necropsy or pathology report where medically and practically appropriate. If Royal Markys specifically requires that additional examination solely for contractual review, Royal Markys will pay the reasonable cost of the requested examination.

If a covered condition is confirmed, Royal Markys' primary contractual remedy will be a replacement pet kitten of reasonably comparable value from a future available litter, subject to availability and the Buyer continuing to satisfy Royal Markys placement requirements. If a suitable replacement cannot reasonably be provided, another remedy may be agreed in writing.

Nothing in this Section overrides a mandatory legal remedy available to the Buyer.

18. CONDITIONS NOT COVERED BY THE CONTRACTUAL HEALTH GUARANTEE

The limited contractual health guarantee does not cover a condition caused primarily by circumstances occurring after transfer, including:

- inadequate or inappropriate nutrition or failure to provide adequate food or water;
- obesity or malnutrition;
- accident, trauma or preventable injury;
- ingestion of foreign objects or toxic substances;
- infectious exposure or parasites acquired after transfer;
- unsafe outdoor exposure;
- neglect or abuse;
- unreasonable failure to obtain timely veterinary care;
- medication or treatment contrary to veterinary advice;
- unauthorized breeding; or
- another post-transfer environmental or management cause.

The contractual guarantee does not promise that the kitten will never develop ordinary minor illness, dental disease, allergy, age-related disease, behavioural problems, stress-related adjustment symptoms or another condition that current testing could not reasonably predict. It also does not guarantee adult weight, adult size, final coat shade, final eye colour, show success, fertility or breeding suitability.

Nothing in this Section removes or limits a statutory right or remedy that cannot lawfully be excluded or diminished.

19. BUYER'S STANDARD OF CARE

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

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

The Buyer shall not unreasonably delay necessary veterinary treatment because of cost, inconvenience or scheduling. After transfer, ordinary and emergency veterinary costs are the Buyer's responsibility except as expressly covered by this Agreement or required by law.

20. INDOOR HOME AND OUTDOOR SAFETY

The cat is intended to be primarily an indoor companion and shall not be permitted to roam outdoors freely and unsupervised. Safe outdoor activity may include a secure catio, secure carrier, properly fitted harness and leash, or another supervised and reasonably protected environment.

21. NO ABUSE, NEGLECT, ABANDONMENT OR HARMFUL USE; DECLAWING

The cat shall not be abused, neglected, abandoned, physically punished, used for fighting, baiting, unlawful activity, experimentation or another dangerous or exploitative purpose.

Elective declawing, onychectomy, tendonectomy, laser declawing, partial toe amputation or another elective procedure intended to prevent normal claw use is prohibited. Medically necessary surgery to a claw, toe or digit is permitted when recommended by a licensed veterinarian for a genuine medical condition. Routine nail trimming is permitted.

The cat shall not be euthanized merely for convenience, ordinary behavioural problems or a reasonably treatable medical condition without appropriate veterinary assessment. Humane euthanasia recommended by a licensed veterinarian to prevent serious and incurable suffering is permitted.

22. REHOMING, RESALE OR TRANSFER

If the Buyer is ever unable or unwilling to keep the cat, the Buyer must contact Royal Markys in writing before permanently selling, giving away, surrendering or transferring the cat.

Royal Markys must be given a reasonable opportunity to accept return of the cat, assist with appropriate rehoming or review a proposed new home. Royal Markys may require a proposed new owner to complete an application and agree in writing to the continuing pet-only restrictions.

The Buyer shall not transfer the cat for breeding and shall not advertise the cat as "free to a good home."

A voluntary return or rehoming does not automatically entitle the Buyer to a refund, reimbursement of veterinary or transportation expenses or a replacement kitten unless Royal Markys expressly agrees otherwise in writing or applicable law requires it.

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23. MICROCHIP AND PERMANENT IDENTIFICATION

The Buyer is responsible for updating the kitten's microchip information after transfer and keeping contact information current. The microchip shall not intentionally be removed, altered, replaced or disabled for the purpose of concealing the cat's identity, origin or ownership history. If the cat is lawfully rehomed, the Buyer shall cooperate with any required microchip ownership update.

24. TRUPANION INSURANCE

Eligible new owners may receive access to 30 days of Trupanion pet insurance through the Royal Markys breeder program, subject to Trupanion eligibility, activation requirements, terms and availability.

The Buyer is responsible for completing any required activation within the applicable deadline. Royal Markys is not the insurer and does not control coverage, exclusions, claims, reimbursement decisions or continuation of insurance after the complimentary period. The availability of Trupanion coverage does not increase or extend Royal Markys' contractual health guarantee.

25. ADULT DEVELOPMENT, SHOW RESULTS AND TEMPERAMENT

Unless expressly stated in a signed written addendum, Royal Markys does not guarantee exact adult weight or size, final coat shade, exact eye-colour intensity, final head or body development, show titles or rankings, breeding suitability or exact adult temperament. Normal growth and developmental variation do not constitute a defect.

26. PHOTOGRAPHS, VIDEOS AND ROYAL MARKYS CONTENT

Photographs, videos, logos and other original material created by Royal Markys remain the property of Royal Markys or the applicable copyright owner.

The Buyer may share photographs of their own cat but may not falsely represent themselves as the breeder, claim breeding rights, misrepresent pedigree information or use the Royal Markys name or logo in a misleading commercial manner.

If the Buyer voluntarily submits photographs, videos, testimonials or updates to Royal Markys for possible publication, the Buyer grants Royal Markys a non-exclusive, worldwide, royalty-free permission to reproduce, edit, caption, brand and publish that submitted material for reasonable website, social-media and promotional purposes, unless otherwise agreed in writing. Private contact information will not be published solely because such material was supplied.

27. WELFARE CONCERNS AND MATERIAL BREACH

Material breaches include unauthorized breeding or attempted breeding; failure to spay or neuter as required without documented veterinary justification; deliberate transfer for breeding; elective declawing; serious neglect or abuse; abandonment; unreasonable failure to obtain necessary veterinary care; prohibited resale or transfer; materially false ownership or veterinary information; intentional concealment of the cat's identity or breeding activity; or use of the cat for an unlawful or dangerous purpose.

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

Royal Markys may request voluntary return or surrender of the cat, report suspected cruelty or distress to an appropriate authority, or pursue another lawful contractual or court remedy. Nothing in this Agreement authorizes Royal Markys to enter private property or physically seize the cat without the owner's consent or lawful authority.

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

Before physical transfer, Royal Markys may postpone or cancel placement if the kitten is not medically or developmentally ready; a veterinarian recommends postponement; required payment has not been completed; the Buyer provided materially false or misleading information; Royal Markys reasonably believes the Buyer intends unauthorized breeding, resale or prohibited transfer; the proposed transfer arrangement presents a material welfare or safety concern; or transfer would otherwise be contrary to the kitten's reasonable welfare.

If transfer is postponed, Royal Markys will provide an updated anticipated transfer date when reasonably possible. If Royal Markys cancels for reasons unrelated to Buyer breach and cannot provide the kitten, amounts paid for that kitten will be refunded unless another arrangement is agreed in writing.

29. EXPECTED GO-HOME DATE

Royal Markys kittens normally leave for their new homes when medically and developmentally ready, generally around 12-14 weeks of age, but the individual kitten's health, vaccination status, development and readiness take priority over a predetermined date.

The transaction-specific Agreement must state the anticipated supply / go-home date. A later date for legitimate health, veterinary, developmental or welfare reasons is not a breach by the Seller if the Seller communicates the reason and provides a revised estimated date when reasonably possible.

30. TRANSPORTATION AND DELIVERY

Pickup or transportation arrangements are agreed individually and must be stated in the completed transaction-specific Agreement. Any transportation, flight nanny, delivery, carrier or related charge not included in the purchase price must be disclosed and agreed before payment is required.

Royal Markys may decline or postpone a transportation arrangement that it reasonably considers unsafe or inappropriate for the kitten. Any allocation of risk or responsibility involving a third-party transporter must be stated in the completed transaction-specific Agreement.

31. CONSUMER CONTRACT RIGHTS

This Agreement is intended to comply with applicable British Columbia consumer legislation, including the Business Practices and Consumer Protection Act and the Sale of Goods Act.

The completed transaction-specific Agreement must include all information required by applicable law, including the date the contract is entered into, a detailed description of the kitten, the purchase price and additional charges, payment terms, total price, supply date, delivery arrangements, restrictions and conditions, and the Seller's return, exchange, cancellation and refund policies.

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Before a qualifying consumer contract is entered into, Royal Markys will provide the required information in a clear and comprehensible manner and give the prospective Buyer an opportunity to review the entire Agreement. Where the transaction is completed electronically, the Buyer will be given an opportunity to correct errors and accept or decline the contract.

Where applicable, Royal Markys will provide a copy of a future performance or distance sales contract within the period required by law.

The twelve-month contractual health guarantee in Section 16 is an additional contractual benefit. It does not replace or limit any non-waivable statutory condition, warranty, cancellation right, refund right or other remedy. If a provision of this Agreement conflicts with mandatory law, the mandatory legal provision prevails.

32. NOTICES

Formal notices under this Agreement should be made in writing. Notices to Royal Markys may be sent to royalmarkys@gmail.com. A notice is not invalid merely because another legally permitted method is used.

33. GOVERNING LAW AND GENERAL TERMS

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

Before starting court proceedings, the parties will make a reasonable attempt to resolve a dispute in writing, except where urgent animal-welfare action, emergency relief, preservation of evidence or reporting to a lawful authority is reasonably required.

If one provision is held unenforceable, the remaining provisions continue to apply to the extent permitted by law.

34. ENTIRE AGREEMENT

This Agreement and any signed addendum constitute the complete agreement between the parties concerning this kitten. No oral statement changes the Agreement. Any amendment must be in writing and agreed to by both parties. Electronic signatures and electronically transmitted copies may be used to the extent permitted by applicable law.

35. BUYER ACKNOWLEDGEMENTS

By signing this Agreement, the Buyer confirms that:

1. the Buyer has reviewed the complete Agreement before signing and had an opportunity to ask questions;
2. the kitten is being purchased as a pet without breeding rights;
3. spay/neuter is mandatory under Section 7;
4. TICA registration documentation is released or completed only after the required veterinary proof of spay/neuter is received under Section 9;
5. pedigree is not included in the standard purchase price;
6. lifetime breeder support is advisory and is not a lifetime health guarantee;
7. the contractual health guarantee is limited to the terms expressly stated in Sections 16-18 and does not limit mandatory statutory rights;
8. the Buyer understands the continuing financial responsibility of owning a cat;
9. all information supplied by the Buyer is true and complete; and
10. the Buyer has received, or will receive as required by law, a completed copy of this Agreement.

When this Agreement is signed, all transaction-specific fields concerning the Buyer, kitten, price, supply date and transfer arrangements must be completed or marked N/A where not applicable.

36. SPECIAL TERMS / ADDENDUM

Any exception, transportation arrangement, special payment arrangement or other negotiated term must be written below or contained in 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.

Breeding rights cannot be granted by an informal message or verbal conversation and require a separate written Breeding Agreement.

_____

_____

_____

_____

_____

37. SIGNATURES

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A completed transaction-specific Agreement will be provided for signature with the final Buyer, kitten, price, supply date and transfer details.

Seller - Royal Markys British Shorthair Cattery	Name: _____	Signature: _____	Date: _____
Seller - Royal Markys British Shorthair Cattery	Name: _____	Signature: _____	Date: _____
Buyer	Name: _____	Signature: _____	Date: _____
Second Buyer, if applicable	Name: _____	Signature: _____	Date: _____