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## SAMPLE BILL OF SALE (CAT) & GUIDELINES

### **Included:**

Overview

Dos and Don'ts Checklist

Bill of Sale (Cat) Instructions

Sample Bill of Sale (Cat)

## 1. Overview

Bringing a pet into a family is both an emotional and practical decision. Once the decision has been made, the family may already be attached to the animal, looking forward already to the years they have in front of them with their pet.

Bills of sale are important documents when a cat is being purchased or sold. They not only provide records of the transfer, but also protect the rights of all parties to the transaction. Although complete assurances of fitness are not possible for any living creature, the enclosed bill of sale will solidify the parties' understanding of what illnesses or imperfections should be expected or accepted.

If you follow the enclosed sample and guidelines, you will have a written acknowledgment of the rights and responsibilities being transferred as part of the sale. This will provide essential documentation of your ownership and liability obligations and you will be well on your way to establishing a good home for a lucky cat.

## 2. Dos & Don'ts Checklist

- If you are purchasing your cat from a pet store, you may have rights in addition to those detailed in the enclosed bill of sale. Many states have special laws – similar to “lemon laws” regulating the sale of cars – governing pet sales made by such stores. For example, the seller may be required to provide you with background information on the animal, including its health and vaccination history, and may be obliged to exchange a sick cat for a healthy one (as provided in the enclosed bill of sale).
- Getting the correct name and physical address of the other party to your deal is essential. If a question emerges about ownership or the cat's fitness, you'll need to get in immediate contact with that person or company.
- If you are the buyer, take a look around the facility and environment in which the cat has been living. Make sure that those areas are clean, and that the cat has been getting sufficient food and water. This simple initial tour may tell you more about the seller than any papers or promises.
- A visual inspection of the cat can also go a long way toward making an intelligent purchase.
- The enclosed bill of sale does not specifically address the purchase of a purebred cat. If you are buying or selling a purebred cat, consider inserting additional requirements into the document (e.g., confirmation that the cat has been identified with a tattoo or microchip).

### 3. Bill of Sale (Cat) Instructions

The following provision-by-provision instructions will help you understand the terms of your bill of sale. Please review the entire document before starting your step-by-step process.

- **Purchase Price.** Write the purchase price in the first blank provided. Be sure to include the full price paid, including any previous down-payments that were made on the cat.
- **Names of Parties.** Identifies the parties and the date of the agreement. One party to this bill is called the “Seller” and the other is called the “Buyer.” As you probably guessed, the Seller is the party that will sell the cat and the Buyer is the party that will purchase it.
- **Description of the Cat.** The blank space provided allows you to describe fully the cat you are buying or selling. Be as specific as possible, making sure that the cat can be identified clearly from the description. If information is not available about the cat’s sire or dam, or if any of these cats are not registered, delete or disregard those blanks.
- **Section 1: Intent of Purchase.** Indicates that the cat is being purchased as a pet only.
- **Section 2: Registration and Ownership Transfer.** In this paragraph, the Seller is promising to do everything it needs to do to put the cat in the Buyer’s name. Note that the provision of registration papers is made expressly contingent on the Buyer’s alteration of the cat before its first birthday.
- **Section 3: Short-Term Good Health Warranty.** This is a promise that the cat was healthy at the time of the purchase. The Buyer can (and should) have the cat examined, and can determine if there are health problems from the start of the ownership period. If there are such problems, as confirmed by a veterinarian’s examination, the Buyer is given the right to return the cat for a comparable one. Insert the time period during which the Buyer has this right. Ordinarily, this is between 48 and 72 hours. Note that many states have specific regulations governing the amount of time a purchaser has to return a cat found to be in poor health. Review your state’s pet laws for additional information.
- **Section 4: Refunds, Replacements, and Exchanges.** If the cat has any more latent, long-term defects, as confirmed by a veterinarian’s examination, the Buyer is allowed to exchange the cat for a comparable one. Insert the time period during which the Buyer has this right. Ordinarily, this is a period of about 6 months, although the parties can agree to more or less time at their discretion. Again you should note that many states have specific regulations governing the amount of time a purchaser has to return a cat found to be in poor health. Review your state’s pet laws for additional information.
- **Section 5: Limitations on Transfer.** Gives the Seller the right to reclaim or find an alternate home for the cat if the Buyer intends to give it away.
- **Section 6: No Representations of Future Abilities.** The Buyer’s acknowledgment that there have been no promises that the cat will be able to do particular acts in the future.
- **Section 7: Additional Provisions.** This is an optional provision that allows the Buyer and Seller to include any representations, warranties, or other provisions particular to their situation. For example, the Seller may require the Buyer to take the cat in for “X” number of veterinary visits in a given year, or the Buyer may require the Seller to be responsible for any cost of delivering the animal.

- **Section 8: Governing Law.** Allows the parties to choose the state laws that will be used to interpret the agreement. Note that this is not a venue provision: the included language will not impact where a potential claim can be brought. Please write the applicable state in the blank provided.
- **Signatures.** Both parties should sign this bill of sale, and provide contact information on the document. The parties may decide that they want third party witnesses to view the signing of the bill of sale, although this is not required in many states. However, this precaution could protect the parties from later claims of invalidity or lack of agency.

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## Form Sample

### BILL OF SALE (CAT)

BE IT KNOWN, that for good and valuable consideration, and in payment of the sum of \$ \_\_\_\_\_ (the "Purchase Price"), the receipt and sufficiency of which is hereby acknowledged, the undersigned \_\_\_\_\_ (the "Seller") hereby grants, sells, and transfers to \_\_\_\_\_ (the "Buyer") the following cat (the "Cat"):

Name: \_\_\_\_\_ Color: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_ Breed: \_\_\_\_\_  
Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

#### 1. Intent of Purchase.

The Cat is being purchased as a pet.

**2. Registration and Ownership Transfer.** Except as otherwise provided herein, on payment in full of the Purchase Price, the Seller, at his/her own cost, will promptly take all legal actions necessary to transfer ownership and registration of the Cat to the Buyer; provided, however, that the Buyer will be provided with the registration paperwork within \_\_\_\_\_ ( \_\_\_\_\_ ) days of the Seller's receipt of veterinarian's verification of altering of the Cat before it reached the age of 1. If the Buyer does not alter the Cat as listed above, the Buyer agrees to pay the additional price of \_\_\_\_\_, as this would constitute the sale price of a breeding cat. The Seller will provide the registration paperwork after it receives the additional price.

#### 3. Short-Term Contract