



Seller and Buyer are collectively referred to as the “Parties” and individually as a “Party.”

§1. Identification of Kitten

The Seller agrees to transfer ownership and possession of the following feline (“Kitten”) to Buyer under the terms herein:

Breed	Sphynx	Sex	_____
Color / Markings	_____	Date of Birth	_____
Microchip #	_____	Litter ID	_____

Seller represents the Kitten is purebred and identifies as a feline species under the breed listed above. Buyer acknowledges having had reasonable opportunity to inspect, or receive photographs and veterinary records of, the Kitten prior to executing this Agreement.

§2. Purchase Price and Classification

The total purchase price shall be determined as follows (check one):

<input type="checkbox"/>	Companion (Pet) Sale	Purchase Price: \$2,300.00
<input type="checkbox"/>	With Breeding Rights	Purchase Price: \$4,600.00

Breeding rights are only conferred when explicitly selected, reflected on the invoice, and paid in full. Absent full payment and written confirmation, the Kitten is conclusively deemed sold as a Companion (Pet). No verbal agreement, course of dealing, or subsequent payment shall alter this classification.

§3. Deposit

Deposit Amount: \$ _____ (minimum \$750 — maximum \$1,500)
 Payment Method: Zelle Venmo Cash Other: _____

Date Paid: _____

- Deposits are accepted only after Buyer has personally selected, or been confirmed in writing by Seller to have selected, a specific Kitten.
- ALL DEPOSITS ARE NON-REFUNDABLE under all circumstances, except if Seller, at Seller’s sole discretion, is unable to deliver the selected Kitten due to causes solely within Seller’s control (e.g., death or serious illness of the Kitten). Buyer acknowledges this is a material inducement for Seller to remove the Kitten from availability.
- Any transfer of deposit to another Kitten requires Seller’s prior written consent. Buyer has no right to demand a transfer.
- Buyer acknowledges that payment of deposit constitutes acceptance of all terms of this Agreement.
- Deposits are not interest-bearing and no interest shall accrue.

§4. Remaining Balance & Release Conditions

Deposit Paid: \$ _____

Remaining Balance Due: \$ _____

Total Purchase Price: \$ _____

Payment Due: At or before transfer of possession

No Kitten shall be released until:

1. Full purchase funds have cleared Seller’s account in confirmed, non-reversible form; and
2. Buyer has executed all required documentation under this Agreement.

ACCEPTED PAYMENT METHODS: Cash, Zelle, Venmo, or other method pre-approved in writing by Seller. Personal checks and credit cards are NOT accepted unless Seller agrees in writing prior to transfer.

Failure to complete payment within the agreed timeline constitutes Buyer’s default, empowering Seller to immediately terminate this Agreement, retain any and all sums paid as liquidated damages, and resell the Kitten to another buyer without further notice or liability. If any payment is reversed or disputed for any reason after transfer, Buyer is liable for the full purchase price plus all fees and reasonable attorney’s fees.

Time is of the essence with respect to all payment obligations.

§5. Transfer of Possession and Risk

Pickup / Delivery Date: _____

Transfer Location: Seller’s premises (unless otherwise agreed in writing)

Delivery Method: Buyer Pickup Agreed Delivery Airline Cargo

- RISK OF LOSS: Upon physical transfer, all risk of loss, injury, illness, theft, or death passes immediately and exclusively to Buyer, regardless of who arranged or facilitated transport.
- INSPECTION & WAIVER: Buyer acknowledges the opportunity for in-person inspection at transfer and waives any subsequent claims of hidden defect or misrepresentation, absent proof of intentional fraud by Seller.
- PICKUP WINDOW: Buyer must complete pickup within five (5) calendar days of the agreed transfer date. Failure to do so constitutes abandonment and forfeiture of all payments, and Seller may re-home the Kitten immediately without further notice or liability.
- BOARDING FEES: If Buyer requests a delay beyond the agreed transfer date, Seller may charge a boarding fee of \$25.00 per day, payable in advance, for each day of delay. Seller is under no obligation to board the Kitten beyond thirty (30) days.

- **SHIPPING:** If transported via airline or third-party carrier, all shipping costs, carrier fees, and health certificate expenses are solely Buyer's responsibility. Seller makes no warranty regarding the Kitten's condition during or after third-party transport.

§6. Companion (Pet) Terms

If the sale is marked as Companion (Pet), the following terms apply:

- Kitten shall be spayed or neutered prior to release at Seller's expense, or, if transfer occurs prior to eligible age, Buyer agrees to complete the procedure no later than six (6) months of age and provide written proof to Seller within thirty (30) days of completion.
- Buyer is **STRICTLY PROHIBITED** from breeding the Kitten, selling breeding rights, or using the Kitten for any reproductive purpose whatsoever.

Violation of this Section constitutes a willful, material breach. Seller shall be entitled to ALL of the following:

- Immediate return of the Kitten at Buyer's sole expense;
- \$10,000 in agreed liquidated damages — the Parties expressly agree this is a reasonable pre-estimation of irreparable harm to Seller's breeding program and reputation, and is not a penalty; and
- Recovery of all attorneys' fees and costs of enforcement.

Buyer waives any defense that actual damages are less than the liquidated amount. Seller's election to pursue liquidated damages does not preclude Seller's right to seek injunctive relief.

§7. Health Status, Vaccinations, and Buyer Obligations

Seller warrants that, to Seller's best knowledge, the Kitten is in good health and has received two (2) rounds of FVRCP vaccinations, deworming, and a pre-transfer wellness examination by a licensed veterinarian, with records provided at transfer.

Buyer agrees to:

- Obtain a veterinary wellness examination with a licensed veterinarian within seventy-two (72) hours of receipt. **FAILURE TO COMPLETE THIS EXAM VOIDS ALL SELLER WARRANTIES AND THE HEALTH GUARANTEE IN §8 IN ITS ENTIRETY;**
- Maintain proper veterinary records and ongoing preventative care (vaccinations, parasite control, nutrition appropriate for Sphynx cats, including a heart-healthy diet given this breed's predisposition to HCM);
- Assume all future veterinary expenses from the date of transfer;
- Provide the Kitten with adequate shelter, food, water, socialization, and veterinary care as required under Md. Code, Criminal Law §

• **SPHYNX BY LISTON**

• **FELINE PURCHASE AGREEMENT**

• LEGALLY BINDING — STATE OF MARYLAND

SELLER

Sphynx by Liston
 11829 Hunting Ridge Ct
 Potomac, MD 20854

BUYER

Full Legal Name: _____
 Address: _____
 City / State / ZIP: _____
 Phone: _____ Email: _____

- 10-604. Failure constitutes a material breach of this Agreement;
- Produce all veterinary records upon Seller's written request within fourteen (14) days, as a condition of any warranty or guarantee claim.

§8. One-Year Limited Health Guarantee

Seller guarantees the Kitten to be free from any congenital or hereditary defect causing death or major organ failure for one (1) year from the date of physical transfer, subject to all conditions below.

Remedy (Seller's Sole Obligation):

Upon receipt of ALL of the following, Seller's sole and exclusive obligation is to provide a replacement Kitten of comparable quality when available:

3. Written veterinary confirmation of a covered congenital or hereditary defect from a licensed, board-certified veterinarian;
4. Return of the deceased or affected Kitten, or verified proof of euthanasia for humane reasons; and
5. Proof of consistent veterinary care from the date of transfer through the date of the claim.

Seller shall have NO obligation to issue any cash refund, reimburse veterinary expenses, or provide any other form of compensation. Buyer's acceptance of a replacement Kitten constitutes a full release of all claims.

Exclusions — The Guarantee Does NOT Cover:

- Infectious diseases, ringworm, coccidia, giardia, URI, or other communicable diseases;
- Trauma, injury, accident, neglect, abuse, improper diet, or environmental stressors;
- HCM unless a board-certified cardiologist confirms the specific form is hereditary and traceable to the Kitten's bloodline;
- Any condition identified more than one (1) year after the transfer date;
- Veterinary expenses, boarding, shipping, or any incidental costs;
- Conditions caused or contributed to by Buyer's negligence or failure to maintain proper care;
- Any Kitten that has been rehomed, surrendered, or transferred to a third party without Seller's prior written consent.

Buyer must notify Seller in writing within fourteen (14) days of a covered diagnosis or death. Failure to timely notify Seller voids the guarantee.

§9. Breeding Rights (If Applicable)

This Section applies only if Breeding Rights is selected in §2 AND a separate Breeding Rights Addendum is fully executed by both Parties.

- Buyer receives a non-exclusive, non-transferable right to breed the specific Kitten identified in §1 only. No breeding rights attach to any offspring.
- Seller makes NO guarantees regarding fertility, conception likelihood, litter survivability, or offspring viability.
- Buyer agrees to use ethical breeding practices consistent with TICA/CFA guidelines.
- Breeding rights are personal to Buyer and may not be assigned, sublicensed, or transferred to any third party without Seller's prior written consent, which may be withheld in Seller's sole discretion.
- Buyer shall not represent any offspring as endorsed by or affiliated with "Sphynx by Liston" without Seller's prior written consent.

- Violation of any health, care, or ethical breeding standard may result in revocation of breeding rights at Seller's sole discretion.

§10. Rehoming & Transfer Restrictions

- PROHIBITION ON SALE/TRANSFER WITHOUT NOTICE: Buyer may not sell, give, surrender, transfer, or otherwise rehome the Kitten to any third party without providing written notice to Seller at least seventy-two (72) hours in advance.
- RIGHT OF FIRST REFUSAL: Seller retains an irrevocable right of first refusal. Buyer must first offer the Kitten to Seller in writing. Seller shall have ten (10) calendar days to accept or decline. If Seller declines or does not respond, Buyer may rehome the Kitten but must provide Seller with the new owner's full contact information within forty-eight (48) hours.
- NO SHELTER SURRENDER: Buyer expressly agrees never to surrender the Kitten to a shelter, rescue, pound, or animal control agency. If Buyer is unable to care for the Kitten, Buyer must contact Seller first.
- NON-ASSIGNABILITY: This Agreement is not assignable by Buyer. If the Kitten is rehomed, Buyer remains jointly and severally liable for all obligations arising prior to the transfer.

§11. Non-Disparagement and Confidentiality

Buyer agrees not to post, publish, or otherwise communicate false or disparaging statements about Seller or Seller's breeding program on any platform, including but not limited to social media, online forums, breeder review sites, or any public medium. This obligation survives the termination of this Agreement indefinitely.

Breach of this Section grants Seller the immediate right to seek injunctive relief without bond, recover proven damages, and recover all legal fees incurred in enforcement. Buyer acknowledges that monetary damages alone may be an insufficient remedy for breach of this Section.

§12. Indemnification

Buyer shall defend, indemnify, and hold harmless Seller, Seller's agents, heirs, and assigns from and against any and all claims, demands, losses, liabilities, damages, or expenses (including reasonable attorneys' fees) arising from:

- Buyer's breach of any provision of this Agreement;
- Buyer's negligence, recklessness, or willful misconduct;
- Any injury, illness, property damage, or death caused by the Kitten after the date of transfer.

This indemnification obligation shall survive the termination or expiration of this Agreement.

§13. Limitation of Seller's Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER'S TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL PURCHASE PRICE ACTUALLY PAID BY BUYER.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING EMOTIONAL DISTRESS, LOSS OF COMPANIONSHIP, VETERINARY EXPENSES, OR LOST PROFITS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

§14. Default

In the event of Buyer's default, including but not limited to: failure to pay in full, failure to take timely possession, unauthorized breeding, shelter surrender, or material misrepresentation, Seller may:

- Retain all sums paid as liquidated damages;
- Recover the Kitten and resell it to another buyer;
- Seek injunctive relief to prevent irreparable harm, which Buyer agrees is an appropriate remedy in addition to damages; and
- Pursue all additional remedies permitted under Maryland law.

Buyer acknowledges these remedies are reasonable and proportionate to the harm caused by default.

§15. Dispute Resolution

Before initiating any legal action, the disputing Party must provide written notice to the other Party describing the dispute in reasonable detail. The Parties shall have fifteen (15) calendar days to resolve the matter through good-faith negotiation.

If unresolved, any dispute shall be submitted to final and binding arbitration before a single arbitrator under AAA rules in Montgomery County, Maryland. The arbitrator's decision shall be final and enforceable as a court judgment. BUYER EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL. CLASS ARBITRATION IS NOT PERMITTED.

Notwithstanding the above, either Party may seek emergency injunctive or equitable relief from a court of competent jurisdiction to prevent irreparable harm without waiving the right to arbitration.

§16. Governing Law and Venue

This Agreement shall be governed exclusively by the laws of the State of Maryland, without regard to its conflict of laws principles. Jurisdiction and venue for any proceeding shall lie exclusively in the courts of Montgomery County, Maryland, or the United States District Court for the District of Maryland. Buyer expressly waives any objection based on personal jurisdiction, improper venue, or forum non conveniens.

§17. Attorneys' Fees

In any arbitration, litigation, or enforcement action arising out of or related to this Agreement, the prevailing Party shall be entitled to recover all reasonable attorneys' fees, arbitration costs, and court costs from the non-prevailing Party.

§18. Entire Agreement; Amendments; Severability

This Agreement constitutes the complete and exclusive statement of the Parties' understanding and supersedes all prior discussions, representations, promises, and agreements, whether written or oral. No oral statements or prior writings shall have any legal effect.

Any amendment must be in writing and signed by both Parties. No course of dealing, waiver, or prior practice shall constitute a modification of any term.

If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable; the remainder of the Agreement shall continue in full force and effect.

Electronic signatures (including DocuSign or scanned signatures) shall be deemed valid and binding to the same extent as original ink signatures under the Maryland Uniform Electronic Transactions Act (Md. Code, Commercial Law § 21-101 et seq.).

§19. Execution and Binding Effect

BY SIGNING BELOW, BUYER ACKNOWLEDGES THAT:

- 6. Buyer has read this Agreement in its entirety and had the opportunity to seek independent legal counsel prior to signing;
- 7. The deposit is non-refundable under all circumstances except Seller's inability to deliver;
- 8. Breeding without valid, fully paid Breeding Rights and a countersigned Addendum constitutes a willful breach subject to \$10,000 in liquidated damages;
- 9. Seller's liability is strictly limited to the purchase price and the replacement remedy set forth in §8;
- 10. Buyer waives the right to a jury trial with respect to any dispute under this Agreement;
- 11. The 72-hour veterinary exam is mandatory — failure voids all warranties and guarantees.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates below.

Seller — Sphynx by Liston

Printed Name: _____

Date: _____

Buyer

Printed Name: _____

Date: _____

This Agreement is not effective until signed by both Parties.

Sphynx by Liston ♦ 11829 Hunting Ridge Ct, Potomac, MD 20854 ♦ Governed by Maryland Law