



# **Contract & Bill of Sale - Litter 007 - Gemini - Amy Armstrong**

May 23, 2020

Noble Manes Cattery  
Document Sender : Daniel Fradkin  
Signer: Daniel Fradkin  
Signer: Amy Armstrong



Signed On: <https://www.noblemanes.org/>

# Contract & Bill of Sale - Litter 007 - Gemini - Amy Armstrong

## Section 1: (General Terms)

This Animal Transfer Contract and Bill of Sale ("**CONTRACT**") is entered into between **Amy R Armstrong**, ("**BUYER**"), AND CATTERY "NOBLE MANES", ("**BREEDER**") on **May 20, 2020**, in the City of Lancaster, County of Los Angeles, State of California. This Contract supersedes and replaces all previous contracts, agreements, memoranda or correspondence, whether written or oral among the parties with respect to the subject matter of this Contract.

This Contract is executed electronically in conformance with U.S. E-SIGN Act, UETA, GDPR and other laws in Europe. In particular, if you elect the Kitten Payment Plan, you expressly agree to the terms and conditions of Partial.ly (<https://partial.ly/terms>).

This Contract sets forth all of the terms and conditions for the purchase and transfer of a Purebred Maine Coon Feline, hereafter referred to as the ("**ANIMAL**") and represents a formal bill of sale together with the rights of ownership to be transferred to the Buyer. In the event the parties mutually agree to any additional Services to be provided by the Breeder hereunder, the parties shall negotiate and execute a separate Statement of Work which shall be attached as a Statement of Work Addendum [ ] hereto, as outlined in Section 7.2.

### 1.1 Animal Identification

a.	Collar Identifier:	<b>Green</b>	
b.	Nickname:	<b>Gemini</b>	
c.	Coloring:	<b>Blue/White BiColor</b>	
d.	Sire:	<b>Forest Lynx London of NobleManes</b>	
e.	Dam:	<b>Jokercoon Katia of NobleManes</b>	
f.	Gender:	<b>Female</b>	
g.	Spay/Neuter:	<b>✓ Alter by Breeder</b>	<i>see Section 3.1(a)</i>
		Alter by Buyer	<i>see Section 3.1(b)</i>
		Alter Not Required	<i>for breeding</i>

### 1.2 Animal Classification

a.	Date of Birth:	<b>May 2, 2020</b>	
b.	Type:	<b>✓ Kitten</b>	<i>aged: under 16 weeks</i>
		Junior	<i>aged: 16 weeks to 1 year</i>
		Adult	<i>aged: 1 to 6 years</i>
		Senior	<i>aged: over 6 years</i>
c.	Retired Breeder:	<b>✓ N/A</b>	<i>kitten or junior</i>
		Yes	
		No	



### 1.3 Animal Transfer Details

- a. Adoption Price: **\$1,675.00**
- b. Final Payment Due: **August 1, 2020**
- c. Earliest "Go Home" Date: **August 8, 2020** *see Section 1.10*
- d. Transferred As: **✓ Household Pet**
  - Breeding – Full Rights
  - Breeding – Restricted *see section 5.9*

### 1.4 Animal Registration Eligibility

- a. Breeder guarantees that this Animal is a Purebred Maine Coon Feline from European Lineage, and is eligible for registration in both TICA (The International Cat Association) or CFA (The Cat Fanciers' Association).
- b. Registration of the Animal is not required and is left to the Buyers discretion. Buyer is responsible for completing and submitting the TICA/CFA registration form, and for paying any associated registration fee.
- c. Breeder shall provide the appropriate TICA/CFA registration papers upon delivery of the Animal, except as outlined in Section 3.1(b).

### 1.5 Buyer agrees to purchase the above stated Animal and agrees that Transfer of Ownership will occur only upon receipt of payment in full under the terms of this Contract.

- a. If the animal is classified as a Kitten in Section 1.2(b), buyer has the option to pay in full or utilize either our Breeder Deposit Program as outlined in Section 1.5(c), or our Kitten Payment Plan for Pet Parents as outlined in Section 1.5(d) at Contract signing.
- b. If the animal is classified as a Junior, Adult, or Senior in Section 1.2(b), Animals must be paid in full at Contract signing.
- c. For our Breeder Partners – A breeder deposit as outlined in Section 1.7(b) is required to Reserve the Kitten and final payment must be received by the "Final Payment Due" Date, as outlined in Section 1.3(b).
- d. For our Pet Parents – We offer a Kitten Payment Plan consists of a deposit at the time of Animal reservation (4 weeks of age) as outlined in Section 1.7(a), followed by 8 weekly payments; culminating with the final payment being made during the 12th week of age. If the Animal is reserved after the 4th week of age then the Buyer may need to expedite some payments to ensure the Animal is paid in full before it may go home and in compliance with Section 1.11(a), unless written arrangements are made for extended boarding of the Animal under a Statement of Work to Addendum hereto.
- e. Our Kitten Payment Plan is administered by Partial.ly and includes a Six percent (6%) transaction fee. Failure to make timely payments in accordance with the terms of the agreement with Partial.ly shall constitute breach of Contract.
- f. Partial.ly will attempt to re-authorize a failed payment twice before it cancels the agreement and issues a breach of contract statement to Noble Manes Cattery.



- g.** In the event of Contract breach due to failure to make the required payments, the remaining balance will become due in full and payable within 7 days of notice of default, unless written arrangements are made for extended this payment window.
- h.** If the Buyer fails to make the balance payment as outlined in Section 1.5(f), this Contract is voided and full ownership of the Animal shall revert back to Noble Manes Cattery.

**1.6** No refund will be issued for breach of contract and all monies paid by the Buyer shall be retained by the Breeder as liquidated damages.

**1.7** At the Signing of this Contract a non-refundable minimum deposit is required to reserve the Animal as outlined below. If for any reason Buyer is unable or unwilling to complete the purchase of the Animal, no refund of this deposit or other compensation will be paid to Buyer and all monies paid by the Buyer shall be retained by the Breeder as liquidated damages.

- a.** Household Pet: \$300.00
- b.** Breeding Rights: \$1,000.00

**1.8** At the signing of this Contract with receipt of the required deposit outlined in Section 1.7, the Breeder has no right to offer the Animal to third parties and the Animal is considered "reserved" in the name of the Buyer until final payment is made at which time the Animal is reclassified as "sold".

**1.9** If the Breeder should decide for their own reasons to no longer sell the Animal any funds received, including the deposit, will be refunded in full.

**1.10** Buyer agrees that if this Contract is for the purchase of a Kitten; under no circumstances will the kitten be allowed to leave the Cattery until they reach a minimum of fourteen (14) weeks of age, provided Dam and Kitten are ready. This date may be extended at the sole discretion of the Breeder for needs of the Animal or as directed by our Cattery Veterinarian. If this date is extended by the Breeder no extended boarding charges will apply from the original pickup date to the revised pickup date.

**1.11** Buyer agrees that if this Contract is for the purchase of a Kitten; Buyer will collect the Animal or arrange for shipping no later than sixteen (16) weeks of age. This date may be extended at the sole discretion of the Breeder for needs of the Animal or as directed by our Cattery Veterinarian.

- a.** Failure to collect the Animal or arrange for shipping after this date (**August 22, 2020**) shall constitute breach of Contract, unless written arrangements are made for extended boarding of the Animal under a Statement of Work to Addendum hereto.
- b.** If the Buyer fails to collect the Animal, arrange for shipping, on authorize a Statement of Work for boarding as outlined in Section 1.11(a), this Contract is voided and full ownership of the Animal shall revert back to Noble Manes Cattery.
- c.** No refund will be issued for breach of Contract and all monies paid by the Buyer shall be retained by the Breeder as liquidated damages.

**1.12** Buyer agrees that if this Contract is for the purchase of a Junior, Adult, or Senior Animal; buyer will collect the Animal or arrange for shipping no later than two (2) weeks from the date of this Contract. This date may be extended at the sole discretion of the Breeder for needs of the Animal or as directed by our Cattery Veterinarian.



- a. Failure to collect the Animal or arrange for shipping after this date (N/A) shall constitute breach of Contract, unless written arrangements are made for extended boarding of the Animal under a Statement of Work to Addendum hereto.
- b. If the Buyer fails to collect the Animal, arrange for shipping, on authorize a Statement of Work for boarding as outlined in Section 1.12(a), this Contract is voided and full ownership of the Animal shall revert back to Noble Manes Cattery.
- c. No refund will be issued for breach of Contract and all monies paid by the Buyer shall be retained by the Breeder as liquidated damages.

**1.13** Buyer acknowledges that processing and transaction fees are charged during the checkout process. The rate of these fees is 3.3% plus thirty cents (\$0.30) if utilizing a credit/debit card or 6% if utilizing our Kitten Payment Plan. These fees are not retained by Noble Manes Cattery, and therefor, will not be included in a refund due Buyer under any provision of this Contract.

**1.14** Contract Provision Exclusions:

- a. N/A

## Section 2: (Health Guarantee)

**2.1** Noble Manes Cattery has full DNA Testing done on all breeding pairs. This testing is done in conjunction with CatDNAtest.org in a cooperative effort with CFA. Services are performed by Neogen's GeneSeek Operations lab, located at 4131 N. 48th Street, Lincoln NE 68504. The following tests are conducted and test reports will be included for the Animal's Sire and Dam in your document packet.

- a. Hypertrophic Cardiomyopathy (HCM)
- b. Mucopolysaccharidosis (MPS)
- c. Polycystic Kidney Disease (PKD)
- d. Progressive Retinal Atrophy (PRA)
- e. Pyruvate Kinase Deficiency (PKDef)
- f. Spinal Muscular Atrophy (SMA)

**2.2** In addition to the above genetic testing, the Sire and Dam will be regularly screened for any health issues including heart conditions/murmurs. Each Animal will have had vaccinations and wellness checks as determined by our Cattery Veterinarians:

**Sears Veterinary Hospital**

Dr. S. S. Chema  
565 West Avenue I, Lancaster California 93534  
www.searshosp.com  
(661) 948-5911

**2.3** Breeder guarantees that this Animal is, to the best of Breeder's actual knowledge, free from genetic defects, congenital diseases, and is in good health at the time of sale.

- a. Breeder reserves the right to delay the date of delivery or sale if necessary to ensure safety and



health. If Breeder is unable to deliver Animal for any reason, including but not limited to health or mortality, a replacement Animal of similar value will be provided. No refunds will be paid unless Breeder is unable to provide a suitable replacement Animal within six (6) months from the "Go Home Date" as outlined in Section 1.3(c). The Animal will be replaced with an Animal selected by Breeder in Breeder's sole and absolute discretion of equal value.

- b. If the Animal is being shipped, it will be accompanied by a veterinary health certificate. The cost of the Veterinarian appointment and issuance of the Health Certificate is not included in the price of the Animal. The cost for this service is detailed in Section 6.2(a).

**2.4** The Animal may be returned for a full refund if it is found to be sick during the ninety-six (96) hour sickness guarantee period. The ninety-six (96) hour sickness guarantee period begins when the kitten leaves the care of Noble Manes Cattery for shipping too, or collection by Buyer. Illness must be diagnosed and documented by a certified veterinarian.

- a. If return shipping is necessary, Buyer shall be responsible for arrangements and cost. The original shipping fees, if any, are not refundable.
- b. Failure to inform Breeder within twenty-four (24) hours in accordance with Section 8 of veterinarian's finding illness or other cause for concern will waive any rights to compensation, including replacement under this Section.
- c. Breeder shall not be responsible for paying any veterinarian fees or associated costs.
- d. Breeder is not responsible for illness or injury to Animal resulting from Buyer's mishandling, mistake, or accident. Furthermore, Breeder is not responsible for damage or injury to other animals, persons, or property caused directly or indirectly by this Animal.

**2.5** Animal is guaranteed against serious congenital defects until two years of age. If a serious defect appears, the Animal will be replaced with an Animal selected by Breeder in Breeder's sole and absolute discretion of equal value. Buyer must notify Breeder immediately in accordance with Section 8 if a serious congenital defect is found, and confirmation by a certified veterinarian is required. Buyer agrees to have an annual veterinary health check.

- a. Suspected conditions and/or inconclusive tests shall not be considered as confirmation.
- b. Breeder may require a second veterinary opinion, at Breeder's expense.
- c. No refunds will be paid unless Breeder is unable to provide a suitable replacement Animal within six (6) months of a confirmed diagnosis.

## Section 3: (Buyer's Responsibilities)

**3.1** If Animal is sold as a household pet, it **must be altered** (spayed, or neutered) before reaching ten (10) months of age. Animal's date of birth is listed in Section 1.2(a) of this Contract. Registration papers will be provided only after Breeder has received proof of alteration of this individual Animal by a licensed veterinarian.

- a. If Animal is altered before leaving the care of Noble Manes Cattery, TICA/CFA registration papers will be provided at time of sale, or as soon as available from the club.
- b. If unaltered at time of sale, Buyer is responsible for altering Animal. Kittens must be altered before ten (10) months of age, and an adult cat within thirty (30) days of date of sale.



- c. Acceptable proof of alteration under this provision is an invoice from a licensed veterinarian certifying the type of procedure, date of procedure, name of Animal, and the microchip number of the Animal.
- d. A copy of this invoice and any/all veterinarian notes must be forwarded to Noble Manes Cattery within seven (7) days of the appointment in accordance with Section 8.

**3.2** Failure on Buyer's part to alter a Kitten sold as a pet before ten (10) months of age; a Junior, Adult, or Senior Cat sold as a pet within thirty (30) days of date of sale without written and signed approval of Breeder shall constitute breach of Contract.

- a. In the event of Contract breach due to failure to alter Animal, ownership of Animal, all offspring and/or monies collected from sale of offspring shall revert to Breeder. Furthermore, Buyer shall yield custody and possession of Animal and all offspring to Breeder in a timely fashion, and cooperate in good faith to complete documents necessary for transfer of registration.
- b. In the event of Contract breach due to failure to alter Animal, Buyer shall be responsible for the cost of return shipping for Animal, costs associated with acquiring and returning all offspring, court fees, attorney costs, monetary damages, and all other costs associated with enforcing this Contract provision.

**3.3** Breeder requires and all warranties hereunder are subject too, and it is Buyer's responsibility to follow proper quarantine procedures when bringing a new Animal into the home. Proper quarantine procedures include but are not limited to physical separation in a clean quiet area, disinfection of quarantine area, hand washing between handling different animals, and provision of separate food, water, and litter accommodations for the new Animal.

- a. If Animal is not quarantined from other animals for a period of at least ninety-six (96) hours after Animal arrives to its new home, the health sickness guarantee refund as outlined in Section 2.4 is void.
- b. Breeder is not responsible for, and shall not compensate Buyer for, contagious diseases or viruses transmitted between animals outside of Breeders direct control.

**3.4** Breeder requires, and all warranties hereunder are subject too, and it is Buyer's responsibility to have the Animal thoroughly examined by a licensed veterinarian within ninety-six (96) hours after Animal arrives to its new home.

- a. Without this examination, Section 2 of this Contract and all rights and health guarantees to refund, replacement, or any other compensation outlined within this Contract are void.
- b. Acceptable proof of examination under this provision is an invoice from a licensed veterinarian certifying the doctor's findings, date of examination, name of Animal, and the microchip number of the Animal.
- c. A copy of this invoice and any/all veterinarian notes must be forwarded to Noble Manes Cattery within seven (7) days of the appointment in accordance with Section 8.

**3.5** If at any time during the lifetime of the Animal a veterinarian determines that the Animal has a life threatening illness Buyer should contact Breeder immediately. Furthermore, Buyer must contact Breeder before this Animal is destroyed for any reason other than for age or relief from chronic pain or suffering.



- a. In the event of a unforeseen death of the Animal, Breeder may exercise the right to have the Animal examined by postmortem (necropsy) by a veterinarian of Breeder's choosing at Breeder's cost.

## Section 4: (Health and Wellbeing)

- 4.1 Buyer is responsible for maintaining current vaccinations for this Animal.
  - a. Breeder vaccinates Kittens and Cats against Feline Viral Rhinotracheitis, Feline Calicivirus, and Feline Panleukopenia; utilizing the FVRCP Combo. Breeder recommends maintaining (i.e. boosting) these vaccines for life.
- 4.2 Rabies vaccination is left to the Buyer's discretion, and to the requirements of Buyer's state, county, and local regulations. It is Buyer's responsibility to comply with state, county, and local regulations.
- 4.3 FIV (Feline Immunodeficiency Virus) and FeLV (Feline Leukemia) vaccinations are left to the Buyer's discretion. Breeder recommends that Buyer discuss the pros/cons of these vaccinations with a veterinarian, and consider the disease risks in their individual situation.
- 4.4 If the Animal should have a health problem whose nature the Buyer does not understand, he/she must take the Animal to a veterinarian as soon as possible.
- 4.5 Buyer agrees that this Animal will not be sold, leased, traded, or gifted, to any animal auction, research laboratory, kill shelter, or similar facility; without written approval of Breeder.
- 4.6 If for any reason, at any time, Buyer is unable to keep or provide adequate care for this Animal; Breeder must be contacted to attempt to make arrangements for another home. Buyer shall be responsible for transportation cost, unless other arrangements can be made.
  - a. No refunds or other compensation will be paid to the Buyer. Once returned, the Animal's new owner shall have sole ownership of the Animal. Buyer is responsible for good faith and timely cooperation in completing, signing, and forwarding to Breeder all paperwork necessary for re-registration of Animal.
- 4.7 If at any time Animal is found to be malnourished, abused, neglected, or kept in poor conditions Buyer shall unconditionally surrender possession of Animal to Breeder, or to Breeder's authorized agent.
  - a. No refunds or compensation will be made. Once returned, Animal shall revert to Breeder's sole ownership. Buyer is responsible for good faith and timely cooperation in completing, signing, and forwarding to Breeder all paperwork necessary for re-registration of Animal.
  - b. If at any time Breeder suspects this Animal is malnourished, abused, neglected, or kept in poor conditions; Breeder may exercise the right to have the Animal examined by a veterinarian of Breeder's choosing at Breeder's cost.
  - c. If confirmation of any mistreatment under section 4.7(b) is determined, these finding will be turned over to the Animal Care and Control Department who has jurisdiction for the address of record for the Animal.
- 4.8 Buyer agrees that Animal will be kept indoors (not allowed to roam freely outside) in a clean environment, given proper nutrition, and health care.





**4.9** The Animal must not be left alone in outdoor areas unless a completely enclosed space has been built for it and from which it cannot escape.

**4.10** There are no guarantees as to Animal's personality or temperament.

## Section 5: (Breeding Rights)

**5.1** If Animal is sold with breeding rights, Buyer agrees to the following conditions.

- a.** The naming of the Animal will adhere to the generally accepted international club registry standards as follows:

***NobleManes (cat's name) of (owners cattery name)***

- b.** To abide by accepted TICA/CFA good breeding practices.
- c.** To conduct breeding in an ethically responsible manner, with the welfare and needs of the Animals first and foremost.
- d.** To not mate the Animal until it has reached a minimum age of eleven (11) months.
- e.** To abide by the non-compete clause outlined in Section 5.8 of this Contract.
- f.** To abide by breeding restrictions (if any) listed in Section 5.9 of this Contract.

**5.2** If Animal is sold with breeding rights, Breeder will conduct full DNA Testing on the Animal as outlined in Section 2.1 of this Contract.

- a.** At the signing of this Contract with receipt of the required deposit outlined in Section 1.7, Breeder will collect the cheek swabs and submit to Neogen for Full DNA testing. The costs for this testing will be borne by Breeder.
- b.** Laboratory testing usually take up to 30 days to be processed and for results to be send via email to Noble Manes Cattery.
- c.** Upon receipt of the certified results from Neogen, a copy of the report and a results key will be provided to the registered owner as outlined in Section 1 of this Contract.
- d.** A specific test report indicating anything other than a neg/neg (-/-) showing Tested Free; will be considered acceptable grounds for Buyer to cancel this Contract. If all test results are neg/neg (-/-) no cancellation of the Contract may be made under this provision.
- e.** If Buyer elects to cancel the Contract under provision 5.2(d) a full refund of all monies payed to Breeder will be returned to Buyer within seventy-two (72) hours, and Buyer will have no remaining obligations under the Contract.

**5.3** Any video, photo, or text information about the Animal, published by the Buyer in any format on any media, internet, social, forum, chat, messaging system or site shall contain the full name of the Animal with a mandatory statement of its hereditary Cattery as outlined in Section 5.1(a).

- a.** Failure on Buyer's part to properly identify the Animal's hereditary Cattery (NobleManes) in the association with any type of post listed in Section 5.2 shall constitute breach of Contract.
- b.** Candid and whimsical photos, photos shared solely between friends, and photos not being used for marketing or advertisement of the Animal or the Buyer's Cattery are not subject to section 5.3.



- c.** In the event of Contract breach due to improper identification of the Animal, Buyer shall pay a fee to the Breeder in the amount of \$100 for each post misidentifying the Animal. Further the Buyer is responsible for the cost of court fees, attorney costs, monetary damages, and all other costs associated with enforcing this Contract provision.

**5.4** Breeder cannot guarantee show performance, contest wins, or that Animal will earn title awards.

**5.5** If Animal is sold with breeding rights the Breeder guarantees that the Animal has the ability to conceive. In case of infertility, Animal may be exchanged for a similar Animal under the following conditions:

- a.** Infertility caused by an injury, illness, infection, or veterinary medical procedure occurring after Buyer has taken possession of Animal shall not entitle Buyer to a replacement Animal.
- b.** Infertility shall not be determined until the Animal has failed to produce offspring after one year of attempted breeding while following responsible, controlled breeding practices.
- c.** Breeder reserves the right to attempt breeding the Animal to a proven mate of known fertility for a period of up to six months before infertility is conclusively determined.
- d.** No refunds will be paid unless Breeder is unable to provide a replacement Animal within six (6) months after infertility is unequivocally confirmed.

**5.6** Animal shall not be co-owned, loaned, leased, or re-sold for breeding purposes, without written approval of Breeder. This includes studing a male with or without compensation. No re-registration, transfer of ownership, or other devious means of circumventing these restrictions will be permitted.

- a.** Any request for transfer of ownership must be submitted in writing to the Breeder, and the Breeder, in their sole discretion may approve or decline the request.
- b.** Upon receipt of a written request under this Section Noble Manes Cattery will either; approve without limitations, approve with specific breeding restrictions, or decline the request in Breeder's sole and unfettered discretion.
- c.** If a request is approved; upon transfer of the Animal a copy of all paperwork (including a bill of sale, Contract, and Registration Paperwork) must be submitted to Noble Manes Cattery within thirty (30) days of the transfer in accordance with Section 8.

**5.7** Any transfer of ownership attempted without written and signed approval of Breeder shall constitute breach of Contract.

- a.** In the event of Contract breach due to transfer of ownership without approval, ownership of Animal, all offspring and/or monies collected from sale of offspring shall revert to Noble Manes Cattery. Furthermore, Buyer shall yield custody and possession of Animal and all offspring to Breeder promptly after written demand from Breeder and cooperate in good faith to complete documents necessary for transfer of registration.
- b.** In the event of Seller's unauthorized transfer of ownership without approval, Buyer shall be responsible for the cost of return shipping for Animal, costs associated with acquiring and returning all offspring, court fees, attorney costs, monetary damages, and all other costs associated with enforcing this Contract.

**5.8** Non-Compete Clause:



- a. Buyer acknowledges that at no time and under no circumstances will they be permitted to offer to any party, friend, relative, or individual; any direct descendant of the Animal for adoption, either free or for monetary gain within the boundaries outlined in Section 5.8(b).
- b. Buyer acknowledges Breeders exclusive rights against non-competition in the geographic area known as Southern California. For the purposes of this Contract, Southern California is comprised of the following 10 Counties:  
  
Imperial County, Kern County, Los Angeles County, Orange County, Riverside County, San Bernardino County, San Diego County, Santa Barbara County, San Luis Obispo County, Ventura County
- c. Transfer of ownership of any type as outlined in Section 5.8(a) in any location or to any address that falls within the boundaries as outlined in Section 5.8(b) shall constitute breach of Contract, unless written arrangements are made for exclusion of a specific transfer under a Statement of Work to Addendum hereto.
- d. In the event of Contract breach due to violations of the Non-Compete Clause, Buyer shall pay a fee to the Breeder in the amount of \$1000 for the first offense, \$2500 for the second offense, and \$5000 for each additional offense. Further the Buyer is responsible for the cost of court fees, attorney costs, monetary damages, and all other costs associated with enforcing this Contract provision.

#### 5.9 Breeding Restrictions:

- a. N/A
- b. Failure to strictly adhere to any restriction listed in Section 5.9(a) shall constitute breach of Contract, unless written arrangements are made for exclusion of a specific restriction under a Statement of Work to Addendum hereto.
- c. In the event of Contract breach due to violations of the Breeding Restrictions, Buyer shall pay a fee to the Breeder in the amount set forth in the provision governing that restriction. Further the Buyer is responsible for the cost of court fees, attorney costs, monetary damages, and all other costs associated with enforcing this Contract provision.

## Section 6: (Other Conditions)

- 6.1 Delivery of the Animal to any location is carried out by agreement of the Parties, executed as a Statement of Work in connection therewith and attached to Addendum hereto, as outlined in Section 7.2.
- 6.2 The cost incurred in shipping/transporting the Animal are borne by the Buyer.
  - a. For United States Domestic shipping the Breeder charges a set fee of \$250 plus the actual cost of the airline ticket. Our fee covers the purchase of an IATA approved crate, the required Veterinarian Inspection, issuance of a Health Certificate, Rabies Vaccination, and the transfer of the Animal to our local airport: Los Angeles International (LAX).
  - b. Noble Manes Cattery contracts with United Airlines PetSafe® program, for all United States Domestic air travel.
  - c. International shipping is highly regulated and will require additional documentation and/or animal quarantine. No kitten may be shipped outside of the United States until they are at least 16 weeks



of age. We will make every effort to assist in the coordination of international shipping, but ultimately it is the responsibility of the purchaser to ensure that they are in compliance with the laws and regulations of their home country.

- 6.3** After the transfer of the Animal by Breeder to third parties for shipping/transportation, the Breeder bears no responsibility for the safety and health of the Animal during this transport.

## Section 7: (Documents and Addendums)

- 7.1** The following document will be included with your package upon delivery of the Animal. Additionally, these documents will be available in a digital (.pdf) format under the "My Downloads" tab of your My Account page on Noble Manes Cattery's Website, as outlined in Section 8.7.

- a.** Sire's Pedigree
- b.** Dam's Pedigree
- c.** Sire's DNA Report
- d.** Dam's DNA Report
- e.** Animal Health File
- f.** TICA Registration Form
- g.** CFA Registration Form

- 7.2** Statement of Work (SOW) Addendum:

- a.** Addendum – Animal Boarding, charged at a rate of \$6.00 per day.
- b.** Addendum – Domestic Airline Travel Package, charged at a rate of \$250.00 plus the actual cost of the airline ticket, as outlined in Section 6.2(a).
- c.** Addendum – International Travel, as outlined in Section 6.2(c).
- d.** Addendum – Other Travel Package.
- e.** Addendum – Breeder Restriction Exemption.
- f.** Addendum – Miscellaneous Service.

## Section 8: (Contact Information)

- 8.1** Cattery Owners:

Stephanie Fradkin  
Daniel Fradkin

- 8.2** Cattery Postal Address

Noble Manes Cattery  
5716 Vahan Ct, Lancaster California 93536

- 8.3** Cattery Email Address:



**info@noblemanes.org**

**8.4** Cattery Phone Number (voice/text/fax):

**844.NOBMANE** (844) 662.6263

**8.5** Cattery Emergency Contact Phone Number (Available 24/7):

**877.4CAT911** (877) 422.8911

**8.6** Required Documents:

- a.** Provisions of this Contract require Buyer to provide certain "Documents" to Noble Manes Cattery to be in full compliance with the Terms of this Contract. These Documents may be sent/uploaded to Noble manes Cattery in the following approved ways only:
- b.** By Postal Mail – to the street address listed above.
- c.** By Email – to the email address listed above (in .pdf format).
- d.** By Fax – to the phone number listed above.
- e.** By Document Upload – utilizing our document upload form found on the "My Pet Parent Portal" tab of your My Account page on Noble Manes Cattery's Website, as outlined in Section 8.7.

**8.7** My Pet Parent Portal:

**<https://www.noblemanes.org/our-shop/my-account/>**

## Section 9: (Miscellaneous)

- 9.1 Dispute Resolution:** The parties agree that any and all disputes, claims or controversies arising out of or relating to this Contract that are not resolved by their mutual agreement and/or mediation shall be submitted to final and binding arbitration before the Judicial Arbitration and Mediation Services ("**JAMS**"), or its successor, pursuant to Title 9, Arbitration Sections 1280 through 1295 of the California Code of Civil Procedure. Breeder and Buyer mutually acknowledge and agree that this Breeder shall not be liable for lost profits or special, incidental or consequential damages as result of Buyer's failure to make a timely or proper claim. **Furthermore, Buyer expressly waives any right to include a claim for punitive damages in any action commenced or arising hereunder or relating hereto.** Either party may commence the arbitration process called for in this agreement by filing a written demand for arbitration with JAMS, with a copy to the other party. The arbitration will be conducted in accordance with the provisions of JAMS Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with JAMS and with one another in selecting a single arbitrator from JAMS panel of neutrals, and in scheduling the arbitration proceedings. No claim, proceeding, action or arbitration may be maintained by Merchant if commenced later than one (1) year following accrual of the cause of action. The parties agree that this provision supersedes any other statute granting a longer statute of limitations applicable to contracts of sale made and to be performed in California. The parties covenant that they will participate in the arbitration in good faith, and that they will share equally in its costs. The provisions of this Paragraph may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs (including reimbursement of all costs paid or incurred in connection with arbitration hereunder), fees and expenses, including attorney's fees, including the costs of the arbitration and arbitrators fees to be paid by the party against whom enforcement is



ordered. In the event that equitable remedies are sought, the parties shall not be bound to arbitration as to those remedies.

- 9.2 Applicable Law:** The validity, construction, and interpretation of this agreement shall be governed by the laws of the State of California applicable to agreements executed within and to be wholly performed within the State of California. By execution of this Contract, the parties hereto agree that the sole and proper venue and jurisdiction for any judicial proceeding brought hereunder shall, at the option of Breeder, be JAMS located as near as possible to Lancaster in Los Angeles County, California, or in the event either party seeks equitable relief, the courts located in Los Angeles County, California.
- 9.3 Breeder's Right to Injunctive Relief:** Buyer acknowledges that a breach of this Contract or a breach of Buyer's continuing obligations under Section 5 will result in immediate and irremediable damage to Breeder. Buyer acknowledges and admits that there is no adequate remedy at law for such actions and Buyer agrees that in the event of such breach Breeder shall be entitled to equitable relief by way of temporary and permanent injunctions and such other further relief as any court with jurisdiction may deem just and proper. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which Breeder may be entitled under this Contract or otherwise.
- 9.4 Liquidated Damages:** Buyer acknowledges that by reason of the time and money invested by Breeder in breeding, caring for, documenting pedigree and marketing and reserving the Animal for sale to the Buyer under this Contract the remedies set forth in this Agreement reasonable and commensurate with the protection of the legitimate business interests of Breeder and acknowledges and agrees that the provision of liquidated damages contained in Section 1 of this Contract and do not constitute a penalty but represents a fair assessment, in good faith, of the losses and damages likely to be suffered by Breeder in the event of a breach by Buyer of Buyer's covenants contained in Section 1, which damages are otherwise too complex to determine. Buyer expressly agrees that the amount stated herein as liquidated damages is reasonable under the circumstances particularly where, as here, the amount of damage sustained by Breeder by virtue of Buyer's breach of their obligations under Section 1 would be impracticable or difficult to fix.
- 9.5 Construction:** The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Contract or the intent of the provisions hereof. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person may in the context require. This Contract shall not be construed against the party preparing the same and shall be construed without regard to the identity of the person who drafted this Contract and shall be deemed to be the joint work product of the parties hereto. As a result of the foregoing any rule of construction that a document is to be construed against the party preparing it shall be inapplicable.
- 9.6 Partial Invalidity:** In the event any provision of this Contract is determined by a court of law to be invalid or unenforceable, the remaining provisions of this Contract shall continue to remain fully valid and effective.
- 9.7 Waiver or Consent Limitation:** The waiver by either party of a breach of any provision contained herein shall in no way be construed as a waiver of any other breach or default or a waiver of any subsequent breach of such provision or the waiver of the provision itself.
- 9.8 Attorney's Fees and Costs:** Should either party hereto institute any action, including arbitration as required hereunder to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover its costs and expenses (including the reimbursement of all costs paid or incurred in connection with any arbitration

hereunder), including reasonable attorneys' fees, from the other party.

- 9.9 Warranty Disclaimer:** BREEDER DISCLAIMS ALL IMPLIED WARRANTIES ON ANY WITH RESPECT TO THE ANIMAL PURCHASED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
- 9.10 Exhibits:** The terms and conditions of the Exhibits attached hereto are expressly incorporated by reference to this Contract and are included as part hereof. In the event of any conflict between an exhibit and this Contract the terms and conditions of the Contract shall be controlling.
- 9.11 Amendment:** This Contract may not be modified, supplemented or amended except by a written agreement executed by Breeder and Buyer, Changes and additions must be initialed and dated by both Parties.
- 9.12 Counterpart Signatures:** This Contract may be executed in multiple counterparts electronically or by fax each of which shall be deemed an original and all of which shall constitute an agreement to be effective on the Effective Date.
- 9.13 Binding Effect:** By signing, Buyer acknowledges that he/she has read, understands, agrees to, and has received a copy of this Contract and Bill of Sale. This Contract and Bill of Sale is legally binding upon the Parties only when it has been countersigned by Breeder.
- 9.14 Assignable:** This Contract is not transferable or assignable to any other party.

X *Amy Armstrong*

Signed By Amy Armstrong  
Signed On: May 20, 2020

X *Daniel Fradkin*

Signed By Daniel Fradkin  
Signed On : May 15, 2020



# Signature Certificate

Document name: Contract & Bill of Sale - Litter 007 - Gemini - Amy Armstrong

Unique Document ID: D221E652001A3DD04BC87C8E66C0E7A26C5634AF

LEGALLY SIGNED USING  
**WP**signature  
Build. Track. Sign Contracts.



Amy Armstrong  
Party ID: 901e9a91-f153-4564-90aa-24a12b913e06  
IP Address: 76.168.50.22

Digital Signature:

*Amy Armstrong*

Multi-Factor

Digital Fingerprint Checksum

61510302d33d927975dd6ef81dd39f  
a1



## Timestamp

May 20, 2020 2:11 pm PDT

May 20, 2020 2:11 pm PDT

May 20, 2020 2:11 pm PDT

May 23, 2020 8:29 pm PDT

May 23, 2020 8:29 pm PDT

May 23, 2020 8:41 pm PDT

## Audit

Contract & Bill of Sale - Litter 007 - Gemini - Amy Armstrong Uploaded by Daniel Fradkin - contracts@noblemanes.org IP 47.150.185.109

Document signed by Amy Armstrong - ararmstrong@mac.com IP 76.168.50.22

The document has been signed by all parties and is now closed.

Document viewed by Amy Armstrong - ararmstrong@mac.com IP 76.168.50.22

Document viewed by Amy Armstrong - ararmstrong@mac.com IP 76.168.50.22

Document viewed by Amy Armstrong - ararmstrong@mac.com IP 76.168.50.22



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

Page 16 of 16