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## **SPECIMEN AGREEMENT**

### **Explanatory Notes**

The agreement overleaf was prepared by the GCCF Solicitor for the use of members of the Fancy, where it was wished to apply certain conditions agreed at the time of sale.

The conditions listed may be varied to suit the circumstances of the sale, e.g. you may wish to add a condition that the cat/kitten shall not be exhibited at cat shows, or may only be exhibited at GCCF licensed shows.

If the cat/kitten is being sold by the breeder and is not intended for breeding purposes, it is strongly recommended that the cat/kitten is also registered on the Non-Active register.

The following GCCF Rules are relevant:

#### **Active and Non-Active Registers: Section 1 Rule 1**

- 1a. Only cats/kittens required for breeding purposes should be registered on the Active Register. All male cats used at stud must have a Certificate of Entirety deposited with the GCCF prior to registration of their first litter of kittens.
- 1b. In some breeds the registration policy may require that cats are tested clear for specific diseases/conditions before being eligible for registration on the Active register.
- 1c. Cat/kittens which are not required for breeding should be registered on the Non-Active Register. Progeny of cats on the Non-Active Register will not be registered.
- 1d. ONLY the breeder or person who first registered the cat may apply to transfer a cat from the Non-Active to the Active Register, if permitted by the current Registration Policy for the breed in question, on payment of the appropriate fee, except where in special circumstances the Executive Committee may order a transfer.
- 1e. The registered owner ONLY may apply to transfer a cat from the Active to the Non-Active Register, on payment of the appropriate fee, except where in special circumstances the Executive Committee may order such a transfer.

#### **Mating Certificates: Section 1 Rule 3d** (effective for kittens born on or after 1 June 2002)

When a litter is registered, the application to register must be accompanied by a copy of the certificate of mating unless the person registering the kitten(s) is also the registered owner of the sire. (Rule added 24.10.2001)

#### **Transfer of Registration: Section I Rules 10a. and 10b.**

- 10a. When a cat or kitten is advertised or sold as a pedigree cat or kitten the breeder shall at the time of sale, provide the purchaser with a properly completed pedigree signed by the breeder, carrying 3 generations at least, showing all the breed numbers and registration numbers, also the breeder's name and address. If the cat/kitten is not registered, a copy of the mating certificate (Rule 3d) shall be supplied by the breeder to the new owner. (Amended 24.10.2001).
- 10b. If, at the time of sale, the cat or kitten is registered the seller shall provide the purchaser with a transfer form, duly completed and signed by the seller, unless it is jointly agreed in writing by both parties at the time of sale not to do so.

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 20

**BETWEEN** \_\_\_\_\_ (hereinafter called 'the Vendor')

of the one part and \_\_\_\_\_ (hereinafter called 'the Purchaser')

of the other part **WHEREBY IT IS AGREED** that for a consideration of £ \_\_\_\_\_ receipt

of which the Vendor hereby acknowledges the Vendor agrees to sell and the Purchaser agrees to purchase the kitten described herein under the name of \_\_\_\_\_

### **AND THE PURCHASER COVENANTS**

1. To undertake to keep the kitten as a household pet only.
2. Not under any circumstances whatsoever to use the kitten for breeding or allow the kitten to breed with any other cat of the same or a different species, neither will the Purchaser allow any such use to be made of the kitten by any other party.
3. If for any reason it becomes necessary for the Purchaser to transfer the property in the kitten to a third party the Purchaser undertakes to obtain from the third party a covenant in similar terms to those contained herein.
4. That the kitten will be neutered by a Veterinary Surgeon/Practitioner, before attaining the age of twelve months. He/she will produce to the Vendor a Certificate from the Veterinary Surgeon/Practitioner stating that this has been carried out.
5. In the event of these covenants being breached the Vendor shall have the right to repossess legally the kitten and to be reimbursed by the Purchaser the reasonable cost of such repossession and the keeping of such kitten for a period of up to two months after repossession. Such costs to include Veterinary examination and fees.

**AS WITNESS** the hands of the parties.

Vendor

Purchaser