

All Spotted Up BREEDER Kitten Purchase Agreement

This agreement between _____ (Buyer) and **Carol Ramsey** (Seller) of **AllSpottedUp Cattery** is in effect as of the date signed below and is legally binding to all parties involved. Buyer agrees to buy and Seller agrees to sell the below described kitten under the following terms and conditions:

DATE OF BIRTH: ___ / ___ / ___ COAT COLOR: _____
GENDER: _____ EYE COLOR: _____
SIRE: _____ DAM: _____

PURCHASE PRICE: \$ _____ DELIVERY FEE: \$ _____
TOTAL AMOUNT DUE: \$ _____ DELIVERY/PICK UP: ___ / ___ / ___

DEPOSIT RECEIVED: \$ _____ DATE RECEIVED: ___ / ___ / ___
FORM OF PAYMENT: _____ BALANCE DUE: \$ _____
PAID FULL: \$ _____ on ___ / ___ / ___ Initials: _____

FOR THE PURPOSE OF: PET ONLY _____ BREEDER _____

BUYER'S SIGNATURE: _____

DATE: ___ / ___ / ___ PRINTED NAME: _____

ADDRESS: _____

PHONE NUMBER: (____) _____ - _____ EMAIL: _____

SELLER SIGNATURE: _____ DATE: ___ / ___ / ___

CAROL RAMSEY of ALL SPOTTED UP CATTERY

FUTURE EXPENSES:

The Buyer assumes responsibility for all expenses of the kitten after they leave the possession of the Seller. Examples of these expenses will include: (raw) food diet, litter box needs, toys and activities to keep your energetic kitten busy, veterinary costs for both expected (i.e. vaccinations) and unexpected treatments (i.e. injury, illness etc.)

PAYMENTS:

The down payment is placed to hold a particular kitten for a buyer. **It is 25% of the total purchase price. All down payments are non-refundable**, since holding for one buyer could jeopardize the chance for the kitten to be sold to someone else. This money does go towards the final price of your pet. **Another payment of 25% of total cost shall be paid by the time the kitten is 8 weeks old.** This helps ensure the Buyer is still serious about the kitten. **The remaining half of the purchase price is to be paid 1 week before the date of pick-up/delivery (unless paying cash at pick-up.) Under NO circumstances will we allow a kitten to leave our cattery without the entire balance being paid and this contract signed!**

Forms of payment include: **Cash:** (at pick up), **Check:** to All Spotted Up, **Paypal:** (allspottedup@gmail.com) & **Venmo:** (@AllSpottedUp) **Both you pay 3% fee** or friends & family option with no fee and **Zelle.**

OPTIONAL PRE-PURCHASE EXAM:

Buyer may choose to request a health certificate with a full blood panel test prior to completion of this sale. This would be done at the Buyer's expense of \$200. **These charges must be paid upfront and are non-refundable, regardless of results.** Please note: this is in addition to the non-refundable down payment of 25% of kitten price required to hold a specific kitten for the Buyer.

HEALTH CERTIFICATE:

If your kitten is being transported by a transporter or by airplane, they will need a health certificate. They cost \$35 at our vet office and you will need to pay that before their vet appointment.

DELIVERY FEE:

If Seller agrees to meet Buyer to deliver the kitten, a fee of **\$100 for 1 ½ hours drive** will be expected **upfront and is non-refundable** if the Buyer chooses not to take the kitten of interest.

RETURNING CAT:

If, for any reason, at any time, Buyer is unable to keep or provide adequate care for this cat; **Seller must be contacted.** Seller agrees to accept the cat back. Buyer will be responsible for any transportation unless other arrangements are agreed upon. If the cat is returned to Seller for resale on behalf of the Buyer, the terms of this resale will be agreed upon under separate written agreement. If you have already found someone else to take the cat, they must fill out our application and be approved by us.

SURRENDERING A CAT:

Please do not surrender your cat to a shelter or sanctuary. **We will take the cat back.** If one of our cats is found to be in a shelter or sanctuary, it must be able to be released to us, the breeder, regardless of the circumstances which led the cat being in such a place. Possession of the cat, once back in our custody, will be determined solely between us, the breeder and the owner. The shelter or sanctuary holds no responsibility.

ROOM AND BOARD:

If the kitten being sold is already of age to go home when being purchased, an additional fee of \$20/week for room and board will be added to purchase price, if after making a deposit, the Buyer can not pick up the kitten for over a week. This is due to the cost of food, litter, time and energy it takes to properly care for each kitten.

BREEDING RIGHTS AND LIMITED FERTILITY GUARANTEE:

Purchasing as a ‘**Breeder**’ means the Buyer will receive permission and unrestricted TICA registration papers at the time of pick-up/delivery to this animal for the purpose of breeding. A “**fertility guarantee**” is included. This guarantee means ONLY that the kitten has the necessary and correct anatomical parts to accomplish reproduction. In the case of a male: functioning testes and penis. In the case of a female: functioning ovaries and a uterus. This does NOT mean viable pregnancies are guaranteed. There are many things that can contribute to lack of conception in felines including: pyometra and other infections in females, lack of proper nutrition can cause sterility in both males and females and sometimes either animal can be just plain picky about their mate. If the “breeder” is proven to be infertile by 2 years of age, said kitten will be replaced with one of equal value as soon as one is available. Proper testing must be completed by a licensed facility that specializes in animal reproduction and they must be mated with at least 2 proven successful breeders. ***This cat is not guaranteed against cosmetic faults such as tail faults, lockets or color changes. These are not health issues and have no bearing on fertility.***

HEALTH GUARANTEE:

AllSpottedUp Cattery guarantees the health of your kitten until he/she reaches ONE YEAR OF AGE. The Seller’s health guarantee will offer another kitten, of equal or lesser value, as replacement in the event said kitten should die as a direct result of an unknown (at the time of sale) congenital birth defect, or be diagnosed with a terminal genetic defect. An appropriate necropsy must be performed by a licensed veterinarian and a veterinarian's certificate with full disclosure and a copy of this report is provided as proof of cause of death. The necropsy must include microchip information to verify the kitten's identity. We must have access to all health/vet records. **Any evidence of trauma, abuse, neglect, not receiving proper nutrition, failure to obtain veterinary care and not providing required documentation, will void the opportunity for replacement.** There shall be no refunds of holding fee, purchase price, shipping charges or other costs. Shipping expenses of the replacement kitten will also be the responsibility of the Buyer.

We recommend that you take the kitten to your own veterinarian (at Buyer’s expense) within 3 days. You or your veterinarian shall immediately report to the Seller any medical problem found within this period. **Failure to notify Seller within one business day of the appointment will void this warranty.** If the kitten is found to be in “unsound health” by a licensed veterinarian within 72 hours, the kitten shall be returned to Seller and Buyer may request a replacement. Said replacement will be made as soon as a suitable replacement becomes available. A medical report signed by the examining veterinarian must be provided to the Seller prior to a replacement being made. “Unsound health” shall be defined as: any condition which is "life threatening" or "incurable" but shall **not** include “curable” conditions or infections including but not limited to "colds, virus, bacterial/parasitic infections or allergies."

Exposure to other animals of any species during the 2 week quarantine period will void this warranty.

VACCINATIONS:

A copy of our veterinary care records will be sent with your pet. Please share this with your vet during your initial check up. We vaccinate 2x with the FVRCP vaccine. You will need to get the 3rd dose and a rabies vaccine after 16 weeks old. Many breeders and veterinarians do not consider FELV and/or FIP vaccines safe. It is imperative that you have your vet perform a complete blood panel for exposure to these diseases *before* you vaccinate your animal against either of them. We recommend you discuss with your vet to consider the risk factors before vaccinating for Feline Infectious Peritonitis (FIP). **Should you choose to use this vaccine, your kitten’s entire health guarantee will be voided.** If there are special circumstances in your household, such as an indoor/outdoor cat that may expose your animal to Feline Leukemia or a cat already in the household that is positive for the disease, vaccination for FELV (Feline Leukemia vaccine) may be done if your vet recommends it. **Unnecessary use of this vaccine will also void the health warranty.**

IMPORTANT INFORMATION:

- You will be a responsible, ethical breeder.
- You can not sell this kitten as a breeder to another cattery or individual without the approval of Seller first. You also agree to never stud out the kitten if male or use an outside stud if the kitten is female or loan to another cattery for the same purposes.
- You must always test all breeders for pra-b, pk-def and screen yearly for HCM.
- Register all kittens with TICA.
- You must keep kittens at least 12 weeks, make sure they receive at least 2 rounds of vaccinations, multiple rounds of dewormer, be microchipped and spay/neutered before leaving unless medically unsafe.
- Do not sell kittens to backyard breeders, only those breeders who will do proper health testing and be responsible, ethical breeders.
- You will not sell, lease or give any kittens to research facilities, pet stores, labs etc...or sell to someone else who will do this.
- You agree to never declaw this kitten. If you do, the contract is void.
- You also agree to annual vet check-ups. Keep up with vaccinations, rabies, teeth checks etc.
- **You will receive weekly updates (pictures/videos) of your kitten after you pay a down payment.**
- If AllSpottedUp Cattery stops breeding, we can not be held responsible for the contract and it will be voided.
- Kittens are ours until they are paid in full and in your hands. We have the right to refuse or refund for any reason.

CHECK LOCAL LAWS:

Buyer is responsible to check their own county/city/state legislation to make sure they can legally own a hybrid breed. All our kittens are SBT Bengals (more than 4 generations away from the Asian Leopard Cat). Seller is not responsible for checking the laws individually in this matter.

DISPUTES:

If, for any reason, the Buyer and Seller go to court, Buyer agrees to have the court hearings/trials/case(s) be adjudicated in Seller's home county.

ADVERTISING RIGHTS:

Seller reserves the right to use any photos of the purchased kitten in the promotion of Seller's Cattery including (but not limited to) website advertising and/or social media. Buyer agrees to allow the Seller to use his or her kitten's photograph and name in existing and future advertising.

We are free to use any pictures and/or videos that you send to us.

Feel free to tag @AllSpottedUp in your Facebook & allspottedup.bengals in your Instagram/TikTok posts about your kitten.

PLEASE SEE OUR WEBSITE:

Allspottedup.com for additional information about preparing for your new kitten and helpful tips to keep him/her happy and healthy! We have a mountain of information under our kitten info tab. **We also have a whole page dedicated to feeding raw.** Please read through everything and it should answer any and all questions!