

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: ___ / ___ / ___ GENDER: _____

MICROCHIP # _____

COAT COLOR: _____ EYE COLOR: _____

SIRE: _____ DAM: _____

PURCHASE PRICE: \$ _____ DELIVERY FEE: \$ _____

OTHER FEES: \$ _____ TOTAL AMOUNT DUE: \$ _____

DOWN PAYMENT RECEIVED: \$ _____ DATE RECEIVED: ___ / ___ / ___

FORM OF PAYMENT: _____ BALANCE DUE: \$ _____

DELIVERY/PICK UP: ___ / ___ / ___ PAID FULL: \$ _____

FOR THE PURPOSE OF: PET ONLY _____ BREEDER ___ ___ SHOW _____

BUYER'S SIGNATURE: _____

DATE: ___ / ___ / ___ PRINTED NAME: _____

ADDRESS: _____

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

SELLER SIGNATURE: _____ DATE: ___ / ___ / ___

CAROL RAMSEY of ALL SPOTTED UP CATTERY

PAYMENTS: The down payment is placed to hold a particular kitten for a buyer. This 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 the 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 (works best when a kitten is being picked up) or Paypal (friends & family).

OPTIONAL PRE-PURCHASE EXAM: Buyer may choose to request a health certificate with 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 deposit of 20% of kitten price required to hold a specific kitten for the Buyer.

HEALTH CERTIFICATE: If your kitten is being transported by a transporter, they will need a health certificate. They cost \$35.

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. If the kitten is purchased as a breeder, 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.

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 to a non TICA and/or CFA Registered Bengal and not without prior approval.

OTHER IMPORTANT INFORMATION:

1. You agree to never declaw this kitten. If you do, the contract is void.
2. You must contact us first before getting rid of your kitten.
3. You also agree to annual vet check-ups.
4. You will receive weekly updates (pictures/videos) of your kitten after you pay a deposit.
5. If AllSpottedUp Cattery stops breeding, we can not be held responsible for the contract and it will be voided.

LIMITED 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 where the cat expires in the first 12 months of life. Seller also warrants kitten against FIP (unless FIP vaccination is given). 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. In addition, the veterinarian must send a sample of the cat's DNA to UC Davis AND submit a signed photograph of the cat to Seller, for confirmation that the cat IS the same cat covered by this purchase agreement. **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. This time period begins when the kitten leaves the possession of the Seller. 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 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."

It is a well-known fact that the immune system of kittens can decrease dramatically when they are under stress from being in a new environment and leaving their family behind. It takes at least 2 weeks for the immune system to fully rebound. So it is VITAL for the kitten to be confined and NOT exposed to other animals because while in a weakened condition, the kitten may be prone to catching illnesses carried by other animals, that may not be exhibiting any symptoms. Also, if the kitten does break with an illness, it is important not to expose the Buyer's other animals to whatever the new kitten may have acquired. Therefore, it is imperative that you place the new arrival in quarantine for a minimum of one week. **Exposure to other animals of any species during this time will void this warranty.**

VACCINATIONS: A copy of our veterinary care records will be sent with your pet on departure day. Please share this with your local vet during your initial check up. 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.**

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: high protein cat food preferably with no grains or fillers, 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.) If, for any reason, the kitten is returned to the Seller, the Buyer agrees to pay all expenses including: delivery or pick-up costs such as mileage, air fare and re-examination expense by Seller's veterinarian. This examination will include a complete "viral panel" blood test for FELV, FIP and FIV viruses. If kitten is returned to Seller for resale on behalf of the Buyer, the terms of this resale will be agreed upon under separate written agreement.

SHIPPING COSTS: All shipping costs are to be **prepaid by the Buyer** along with final payment. Shipping costs usually include airfare for the person accompanying the kitten, carry-on charges from the airline and an airline-approved carrier of suitable size and could occasionally include accommodations in the event of: flight delay or cancellation, rerouting or missed connections. The Buyer would then need to provide for overnight stay at a motel or hotel that allows pets.

DELIVERY FEE: If Seller agrees to meet a potential Buyer to deliver a kitten, a fee of \$1/ mile will be expected **upfront and is non-refundable** if the Buyer chooses not to take the kitten of interest.

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 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.

CHECK LOCAL LAWS: Buyer is responsible to check their own county/city/state legislation to make sure they can legally own a hybrid breed. Seller is not responsible for checking the laws individually in this matter.

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 or name in future or existing advertising. Feel free to tag @AllSpottedUp in your Facebook 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!