

All Spotted Up Retired Cat 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: _____

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 _____ 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. 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**.

OTHER IMPORTANT INFORMATION:

1. You agree to never declaw this cat. If you do, the contract is void.
2. You also agree to annual vet check-ups. Keep up with vaccinations, rabies, teeth checks etc.
3. You will receive weekly updates (pictures/videos) of your cat after you pay a down payment.
4. If AllSpottedUp Cattery stops breeding, we can not be held responsible for the contract and it will be voided.
5. The cat will be spayed/neutered before leaving the cattery.
6. Cats are ours until they are paid in full and in your hands. We have the right to refuse or refund for any reason.

FUTURE EXPENSES:

The Buyer assumes responsibility for all expenses of the cat 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 cat busy, veterinary costs for both expected (i.e. vaccinations) and unexpected treatments (i.e. injury, illness etc.)

HEALTH:

We recommend that you take the cat 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. If the cat is found to be in "unsound health" by a licensed veterinarian within 72 hours, the cat shall be returned to Seller and Buyer may request a refund. A medical report signed by the examining veterinarian must be provided to the Seller prior to a refund 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. 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.**

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.

DELIVERY FEE:

If Seller agrees to meet Buyer to deliver the cat, 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 cat of interest.

ROOM AND BOARD:

If the cat 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 cat for over a week. This is due to the cost of food, litter, time and energy it takes to properly care for each cat.

HEALTH CERTIFICATE:

If your cat 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.**

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 cat 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!