



Purple Lotus Cattery



Breeder: Karen Blackburn * Phone 419-706-9164

purplelotuscattery@gmail.com

Updated 6/27/21

Kitten/Cat High Quality Pet Contract

This agreement is made on _____ and is between the breeder (seller) and the buyer named below:

Breeder (seller): Karen Blackburn

Buyer:

Seller and buyer are collectively known as "parties"

The buyer agrees to obtain from the seller a kitten/cat at an agreed upon price of _____

(S)he has paid a nonrefundable deposit to reserve a kitten until ready for new home at 12 weeks. Occasionally the kitten may need to stay longer. The nonrefundable reservation fee paid was in the amount of: _____

The balance is due in cash upon pick-up the week of _____

This kitten is being sold as a **High-Quality Pet with NO breeding rights**

Breed:

Sex:

Birthdate:

Color:

Sire/Dam:

Purple Lotus Cattery guarantees that the parents of the kitten and the litter your kitten is from are registered through TICA. Kitten will have an accurate pedigree through TICA and will be able to be registered with their registry. Please be aware that new "Cat DNA Breed Tests" are not accurate measures of determining whether your cat is a Bengal. The registration and pedigree via TICA ensure your kitten's lineage.

If picking up from Purple Lotus Cattery or meeting at a mutually agreed upon location the kitten/cat MUST leave in a carrier. A \$30 fee will be required if the seller must provide a carrier for the cat to leave.

If buyer is unable to take possession of the above said kitten/cat within one week from the date of pick-up listed, the buyer will be required to choose from one of the following options: (1) forfeit the above said kitten/cat and any monetary amount paid towards the kitten or (2) pay the breeder for boarding the kitten/cat until a mutually agreed upon pick-up is arranged. Cost of boarding is \$35/week paid upon pick-up. Kitten must be picked up within one month of pick-up date on this contract or buyer will automatically default to option 1. Pick-up date must be arranged within one week of the pick-up date listed on this contract or buyer will automatically default to option 1.

Shipping and delivery can be arranged and is an additional charge to the buyer. Average price of transport via flight including crate, additional vaccinations, health certificate, cost of flight, delivery to the airport etc. is around \$500 or more. Total cost will be agreed upon prior to securing flight and total cost must be paid prior to booking of flight. Ground transportation will be arranged and paid for by the buyer. The breeder can provide recommendations for USDA certified and other experienced transporters but accepts no responsibility or liability for the quality of said transporter or actual transportation. Occasionally, Purple Lotus Cattery is able to assist with delivery of kitten/cat. Delivery up to 30 miles is available for free. Delivery over 30 miles is an additional charge of \$1.00/mile. Breeder will not deliver to distances over 500 miles.

Buyer's initials acknowledging the above conditions

If the above said kitten/cat dies from unforeseen circumstances before the buyer takes possession of the cat, then the nonrefundable deposit will be applied to another kitten/cat of equal value when it is available. If the buyer does not accept the offered kitten as a replacement, then the buyer forever forfeits his/her deposit. All deposits are nonrefundable.

Buyer agrees to ALL of the following:

1. Under no circumstances will this kitten/cat ever be sold or given away to wholesalers, retailers, be donated for a raffle, abandoned or be placed in any shelter or refuge type facility. If the purchaser becomes unable to keep this kitten/cat for any reason the buyer agrees to return said kitten/cat to Purple Lotus Cattery to be placed in a selective home. There will be NO cash refunds upon return. Kitten/cat may NOT be resold unless written permission is given.
2. Although many people with allergies to cats are fine with a Bengal cat, they are not completely hypoallergenic. Please do your research prior to purchase as Purple Lotus Cattery assumes NO responsibility for identified allergies after the kitten has been sold. There will be no refunds after purchase, but we can assist you with finding a quality new home.
3. Bengals are high energy cats that can be stubborn at times. It is important to have an enriching environment to manage behavior. Purple Lotus Cattery assumes NO responsibility for unwanted behavior in your new cat. We do offer lifetime support and are always willing to help you find solutions for your concerns.
4. If this kitten/cat is being purchased with show rights, show rights are granted gratuitously and with no potential guarantees of any kind, due to the many factors rearing and caring for this kitten that are beyond the control of the seller.
5. Since kitten(s) are being sold as a high-quality pet(s) all kittens are sold on a spay/neuter contract if not altered prior to leaving Purple Lotus Cattery. Once the kitten is spayed/neutered by the buyer (which must be done no later than 6 months) the buyer must provide proof from the vet of the spay and neuter to Purple Lotus Cattery. When documentation is received the seller will promptly mail blue slip for registry with T.I.C.A. If the kitten is not altered by the time the kitten reaches 6 months of age, the kitten will become a breeding cat and Purple Lotus Cattery will promptly bill the buyer for the remaining balance. Standard breeder rates are double the price of a high-quality pet. If the kitten is being sold with show rights, or spayed/neutered prior to pick up, registration paperwork will be provided at time of purchase unless otherwise agreed by both the buyer and the seller.
6. Buyer agrees to provide immediate veterinary attention to the kitten/cat upon any signs of illness or distress. Seller WILL NOT pay any veterinary bills. If the buyer doesn't seek immediate veterinary attention it will render any health guarantees within this contract null and void
7. Kitten is being sold eating Life's Abundance Cat Food. Buyer agrees to purchase and only feed Life's Abundance Cat Food for the first nine months of the kitten's life. Life's Abundance contains high quality ingredients with a high percentage of protein, thus allowing your Bengal the best start in life. The wet food is considered a significantly above average cat food brand on *CatFood Database*. Should the buyer choose to feed another cat food during the first nine months of life the health guarantee listed below will be null and void. Life's Abundance is not available in stores as it is freshly made thus having a shorter shelf life and unlike other brands doesn't contain large amounts of preservatives. Life's Abundance can be purchased via the address that follows and is shipped directly to your house:
www.lifesabundance.com/purplelotus
This link can always be found on our Facebook page for future purchase
8. Your new kitten/cat will need to be quarantined upon pick-up. New kittens with NO other animals in the home must be quarantined for 1 week in a small room (bathroom). New kittens with other animals in the home must be quarantined for a minimum of two weeks. This is critical as it protects you kitten from any unknown viruses and it helps them feel safe and secure in their new home. Failure to quarantine your kitten will result in the health guarantee being null and void.
9. Buyer agrees to not use pesticides or pesticide treatments in the residence where this cat will reside.
10. The buyer has examined the kitten/cat and found it to be in good health and free of parasites.

Buyer's initials acknowledging the above conditions

10. Buyer agrees to never have this kitten/cat vaccinated for FIP (feline infectious peritonitis) as it can predispose cats to FIP. Buyer also agrees NOT to give feline leukemia (FELV) vaccine until after six months of age and to not give it at time of spay/neuter or at the same time as the rabies vaccination as cats can have an inflammatory reaction needing emergency intervention. Failure to comply with these conditions will void the contract's health guarantee.

11. Buyer agrees to only use modified live or killed vaccines when vaccinating the kitten. Please consult your vet to make sure the appropriate vaccinations are given as negative reactions up to and including death have occurred with the use of live vaccines. Use of live vaccines will void the contract's health guarantee.

12. The vet should NOT use Ketamine when the kitten is undergoing medical procedures. Buyer will request that a no Ketamine notation be placed in kittens file. Bengals are very sensitive and have been known to have a negative response to Ketamine.

13. If the kitten/cat is found to be neglected or mistreated the buyer will surrender this kitten/cat to Purple Lotus unconditionally. NO refund of purchase price will be given.

14. Buyer agrees to never declaw the kitten/cat. Declawing is not necessary as most issues with claws can be solved with an enriching environment. Declawing your cat can lead to pain and infection.

15. Buyer agrees that should there be disagreement over the cat the breeder and buyer will negotiate in good faith without legal action. Should legal action concerning this kitten/cat be pursued, the buyer will be responsible for all legal fees, including the seller's attorney cost, interest and cost of action. All legal action must be held in the seller's current city and state: Norwalk, Ohio, Huron County.

16. Buyer is aware that all proceedings, including disputes, with Purple Lotus Cattery are to remain confidential and between the seller and the buyer as documented by their signature on this document. This includes posting about the said dispute on any social media site. Failure to comply with this provision will result in the guarantees to the buyer in this contract being Null and Void.

17. This contract shall be deemed a legally binding document between the two parties (seller and buyer) once a deposit is received regardless of signature. All rights and guarantees are nontransferable.

Health Guarantee:

- The above kitten/cat is guaranteed to be in good health upon pick-up or delivery. Sometimes issues may occur with a kitten right before pick-up which may delay the pick-up date. In the event this should occur the breeder will notify the buyer as soon as possible to explain the situation and will keep the buyer informed concerning the kitten's health status.
- Buyer will receive a copy of the vaccine record upon pick-up. Seller will make every effort to inform the buyer of results of vet visits that involve the reserved kitten.
- Any known conditions are listed and excluded as part of the health guarantee. Any conditions caused by the known condition are also excluded _____
- Buyer (at buyer's expense) must have this kitten/cat checked by a licensed veterinarian within 2 business days following the date of pick-up. If the kitten/cat is not checked by a licensed veterinarian within the timeframe listed, this health guarantee is no longer valid, and all terms of the health guarantee shall become null and void effective immediately.
- All vet bills and tests ordered or completed by the vet are done at the buyer's expense. Seller does **NOT** agree to pay for any vet visits, vet bills, vaccinations, medications, medical procedures, spay or neuter, or veterinary tests.
- Purple Lotus Cattery uses a preventative treatment protocol and disinfection protocol to protect against various parasites. Although we take careful measures to protect our cats/kittens sometimes infections occur that are not life threatening and treatable. This contract does **NOT** provide guarantees against coccidia, giardia, tritrichomonas foetus, campylobacter, upper respiratory infections, worms, fleas, ticks, ear mites, ringworm and other minor parasites that happen with cats and are not life threatening. Should you be informed your kitten has one of the issues listed you must contact the breeder within 24 hours.

Buyer's initials acknowledging the above conditions

- If the said kitten/cat has been found to have a life-threatening congenital defect, the buyer must notify the seller **AND** provide written documentation from a licensed veterinarian. This document must include the exact nature of the defect.
- All vet bills and tests ordered or completed by the vet are done at the buyer's expense. Seller does **NOT** agree to pay for any vet visits, vet bills, vaccinations, medications, medical procedures, spay or neuter, or veterinary tests.
- Under no circumstances may this kitten/cat be euthanized if a condition is treatable or without permission from the seller. If the kitten/cat dies during treatment a replacement will only be made after a veterinarian has certified that the exact cause of death was due to a life-threatening congenital defect.
- If a kitten suddenly dies within the first year the buyer agrees to have a necropsy completed by a licensed vet at their own expense. If it is determined that the kitten died due to a life-threatening congenital condition and the licensed vet has provided written proof of said condition the kitten will be replaced with another kitten of equal value. No refunds will be provided.
- Kittens are guaranteed against HCM for the first three years. If a board-certified cardiologist finds this kitten/cat to have HCM the buyer must provide written proof from the board-certified cardiologist of the kitten/cat's HCM status. This diagnosis must come from a board-certified cardiologist and at minimum an echocardiogram must have been completed. Once the written proof is received, this kitten will be replaced with a kitten of equal value. No refunds will be given. The Breeder has a right to request a second opinion at breeder's expense. If a second opinion is not done the HCM guarantee is null and void.
- **All other life-threatening congenital conditions expire 1 year from pick-up of kitten/cat. All medical/vet bills are the responsibility of the buyer upon purchase. Retired adults and adult cats are sold "as is" and any known life-threatening health conditions have been disclosed within this contract.**

NO CASH REFUNDS: The kitten/cat will be exchanged for another of equal value when one is available provided a letter from the veterinarian or cardiologist provides written documentation and evidence of the kitten's/cat's life-threatening congenital defect. Purple Lotus Cattery understands that kittens/cats become a part of your family and will not ask you to return the kitten/cat to the breeder provided the required documentation is provided. Any long-term care (vet bills, medications, special food) for the kitten/cat with the life-threatening condition is the responsibility of the buyer should you choose to keep the cat. Any shipping and/or veterinarian expenses are the sole responsibility of the buyer. Replacement kitten/cat must be claimed as soon as the replacement is offered or with the next available litter. Seller reserves the right to refuse any further extension if the buyer fails to accept the kitten/cat offered as a replacement. Once replacement kitten/cat is in buyer's possession, replacement kitten/cat CAN NOT be transferred by sale or gift to a third party. If a replacement kitten/cat is not wanted by the buyer any time after taking possession of the kitten/cat, the kitten/cat MUST be returned to the seller at buyer's expense. **All the above agreements will apply to the replacement kitten/cat.**

Legality Issues:

Contract may be subject to change without notification. By giving Purple Lotus Cattery a form of payment for purchase of kitten/cat you have accepted the terms of our contract. All kitten/cat sales through Purple Lotus Bengals are covered by the terms of this contract regardless of signature(s). Agreement may be verbal, electronic or written as to include out of state buyers who must ship their kittens. It is the buyer's responsibility to review terms of this contract.

Seller has no immediate plans to discontinue breeding cats but guarantees and warranties are only valid as long as kittens are still being produced.

Buyer is responsible for checking local and state hybrid laws regarding the legality of the hybrid breed. Seller is not responsible for any legal fees or fines acquired once a hybrid is purchased by the buyer.

If this contract is breached for any reason the buyer agrees to pay \$1000 per infraction. The seller is able to bring legal action against the buyer for violation of the contract. If said kitten is bred/shown without breeder/show rights, the buyer agrees to pay \$3000 per infraction.

Seller: _____

Date: _____

Buyer: _____

Date: _____