

Mittenstar Ragdolls Pet Contract - 01/01/2024

This agreement is entered into 01/01/2024 between the parties 'MITTENSTAR RAGDOLLS' hereinafter called the Seller, AND _____ hereinafter called the Buyer.

Collectively referred to as the 'parties'.

Recitals: This agreement is made to govern the sale and purchase of a Ragdoll cat, described below, from the Seller to the Buyer under the following terms and conditions. It is entered into with mutual respect for the well-being of the cat in question and with acknowledgments of the responsibilities and expectations of both Parties.

1. Description of the Cat:

Color:

Pattern:

Sex:

Sire:

Dam:

Date of Birth: 01/01/2024

This cat / kitten is being purchased for the amount of: XXXX (XXXX-)

With a non-refundable security deposit of: 500.00 (Five Hundred) To be Paid In Full By: 17 weeks old - 01/01/2024

2. General Provisions:

- The Seller will not be responsible for any veterinary costs, medical costs, travel costs, or any other expenses incurred by the Buyer in relation to the cat or otherwise. Except for the agreements outlined within this contract there will be no refunds, replacements, or reimbursements from the Seller to the Buyer. The Buyer agrees and understands that all sales are final.
- The Buyer agrees to not to threaten or pursue legal action against the Seller for upholding the agreements reached and signed within this contract. The Buyer agrees they, nor any party affiliated with them, will not make, post, or publish remarks of slander, defamation, or falsities against the Seller, or her personal name, Loraine R. Rupinski and / or Mittenstar Ragdolls and/or any other associated businesses or employment of the Seller.
- Buyer agrees and understands that the deposit of 500.00 is non-refundable as a commitment to reserve their cat/kitten from other potential adopters until the date of pick up. This deposit goes towards the total cost of the cat/kitten.
- The Seller may void this contract and cancel the sale of the cat at any time - and only if the Seller initiates a cancellation will any payments be refunded.
- Final Payment: The total balance of the purchase price must be paid in full by the Buyer to the Seller on or before the date of sale and pickup of the cat. Failure of the Buyer to pay in full and pick up the cat by 17 weeks old/date: _____, will result in forfeiture of the Buyer's rights to the cat, the deposit shall not be refunded, and the cat will be sold to the next available party.
- Age of Release: The cat will be available for pick up to the Buyer between 12 and 16 weeks old, depending on sterilization recovery, health, and the emotional maturity of the cat.

3. Buyer agreements:

- a. Buyer agrees that this cat is being purchased as a pet and is aware the cat will be sterilized by the Seller.
- b. Buyer is welcome to register and show this cat as an alter and acknowledges the Seller cannot guarantee any competition results.
- c. The Buyer acknowledges that by purchasing a live animal, the cat may grow up to have a personality, look, or temperament that cannot be fully predicted by the Seller. Minor conformation and color pattern imperfections may

present themselves over time and are not eligible for a return. The final temperament and habits of the animal largely depends on the care and conditioning it receives during the first 6 months of life - for which the Buyer will be largely responsible. The Seller, Mittenstar Ragdolls, has provided the Buyer with written guidelines and documents on how to raise the cat, and safely integrate them into the Buyer's home. **The Buyer acknowledges their responsibility, and will provide the cat proper housing (indoor only), proper diet and fresh water, regular parasite control, required vaccinations, and prompt veterinary care as needed for the life of the cat. The Buyer understands they are purchasing a living animal and will treat the cat with loving care to help them grow into a healthy adult cat and a well adjusted personality.** _____

4. Prohibitions and Restrictions:

- Declawing: The Buyer agrees not to declaw the cat, this is a cruel and outdated practice that causes permanent disfiguration and severely diminished quality of life for the cat. Violation will result in a \$5,000.00 fine. _____
- Outdoor Access: The Buyer agrees that the cat will not be allowed outdoors to minimize risks of harm, illness, or parasite exposure. _____
- Transfer of Ownership: The cat may not be sold, leased, or given away by the Buyer. Any rehoming by the Buyer requires the Seller's approval. **The Seller will accept the return of the cat at any time for the purpose of rehoming.** No refunds will be issued in the event of a return, but a rehoming fee may be established for not more than the cost the Buyer paid for the cat. Costs incurred by the Seller for the return will be deducted from any rehoming fee assessed. Violation will incur a \$5,000.00 fine. _____
- The cat must be kept quarantined in a cleaned, sanitized space for at least 7 days before exposure or introduction to other pets in the home, visitors outside the immediate family, or outdoor spaces. _____
- The cat must not be allowed to roam in the home unsupervised for the first 60 days with the Buyer. _____
- Failure to have the cat cared for by a veterinarian during illness or injury, failure to finalize the required vaccinations for the cat, and/or any evidence of abuse, neglect, or mishandling of the cat, releases the Seller from any warranties outlined within this contract and any responsibility regarding the cat. _____

5. Health Provisions

- **The Seller warrants that the cat has been loved and well cared for, and is in sound health to the best of their knowledge at the time the cat is transferred from the Seller to the Buyer.**
- **Seller guarantees that by 12 weeks old the cat will have had 2 standard veterinary visits for health inspection and sterilization**, their first two core vaccinations, spaced between 6 and 12 weeks old, immunizing them against Feline Rhinotracheitis, Calici, and Panleukopenia, and has followed a deworming schedule every 4 weeks with pyrantel pamoate and praziquantel, and a course at 10 weeks with fenbendazole.
- The Buyer understands and accepts that the Seller cannot guarantee that tests for viruses, bacteria, or parasites in the cat will always be negative. A positive test result only means the cat's immune system has detectable traces or antibodies within their system, **which is especially normal for young animals that have recently been vaccinated with modified live virus vaccines** and will not entitle the Buyer to return the cat and receive a refund. **Healthy animals will carry small amounts of mycoplasma, bacteria, viruses, and protozoa as part of their natural biome, even with vaccinations and regular deworming.** The American Veterinary Medical Association (AVMA) does not recommend treatment if the cat shows no symptoms of illness. _____

6. Health Warranty, Returns, and Refund Guidelines

- The Buyer consents that the Seller has the right to talk with any veterinarian involved in the care of this cat and may discuss their health records, diagnostics, and health conditions. Withholding, manipulating, falsifying or refusal to provide veterinary information when necessary voids the entirety of the health agreement and any warranties within this contract. _____
- **The Seller guarantees the cat's health for 72 hours post-release to the Buyer.** If a licensed veterinarian finds the kitten to have a serious illness or severe deformity during the initial 72 hours post-release to the Buyer, a written statement by the veterinarian on their letterhead identifying the problem, explaining the exact means used to diagnosis the issue, and the level or grade of severity of the issue must be provided to the Seller **within 24 hours of the exam** to begin discussion of a refund and return. _____
 - a. Serious illnesses or deformities are defined as conditions where the cat would have a severely shortened or painful lifespan or quality of life.
 - b. If eligible for a return and refund within the 72 hour window - **the cat must be returned within 48 hours of the qualifying veterinary exam.** Due to the critical timing involved, if the Buyer fails to return the cat as outlined to begin prompt treatment with the Seller's own veterinarian, they forfeit their right to a refund or replacement.

- **This cat/kitten is guaranteed to be healthy and free from genetic diseases that could cause severe health issues, and / or death within 5 years from the date of birth.** Specifically, the cat is assured to be free from genetically predisposed Hypertrophic Cardiomyopathy (HCM) and Feline Polycystic Kidney Disease (FPKD). However, these diseases may still develop in later life **due to aging** and are not covered by this guarantee after the cat reaches 5 years old. **It is the Buyer's responsibility to maintain the cat's health through a proper diet, weight management, and sufficient water intake.**
- **FIP Agreements:**

The Buyer understands FIP (Feline Infectious Peritonitis) is a risk common to adopting any cat. Virtually all cats are exposed to thousands of harmless strains of the virus FCoV in their lifetime and never go on to develop the mutational variant known as FIP. No breeder, shelter, or cattery can realistically guarantee against FCoV or FIP in a kitten/cat. Positive tests for FCoV antibodies do not confirm FIP and cannot be used to claim a refund or replacement. _____
- If the cat dies unexpectedly from FIP, a necropsy confirming FIP as the cause of death is required under this contract's guidelines, and would follow the autopsy and refund guidelines listed below. _____
- Due to treatment for FIP now being legally available within the United States and care costs are covered by most major pet insurance providers, the Buyer agrees that if FIP is diagnosed within their cat or kitten, they will begin treatment and do their best to save the life of their cat. Treatment is now 90% effective in most cats.
- **Veterinary Care, Autopsy, and Refund agreements:**
- Within the 5 year warranty, the Buyer must attempt to treat the cat and give a quality of life to the cat if at all possible if diagnosed with a disease that would qualify for a refund. **Cruel euthanasia of an otherwise treatable or manageable condition or illness will void the possibility of a refund. If the cat is diagnosed with a severe genetic illness, and / or passes unexpectedly and then it is the responsibility of the Buyer to provide proof of the loss of life, autopsy, and all accompanying vet records to the Seller.**

If a licensed veterinarian finds the cat to have a loss of life due to a severe, hereditary illness as covered in the 5 year guarantee outlined above, a written statement and diagnostic autopsy report by the veterinarian on their

letterhead identifying the problem, explaining the exact means used to diagnosis the issue, and the level or grade of severity of the issue must be provided to the Seller **within 5 calendar days of the loss of life** to begin discussion of a refund or replacement.

Once the autopsy and proof of loss of life due to a qualifying condition has been documented and provided to the Seller, the Buyer will then have either their pick of the next available litter, or be refunded the amount paid to Mittenstar Ragdolls for the cat/kitten initially (not including travel expenses, medical expenses, taxes, fees, or surcharges). Replacement of the cat is guaranteed within 18 months (due to the unpredictable nature of pregnancy and raising a suitable kitten) or a refund as outlined above shall be given instead.

7. Insurance Agreement

- Buyer understands that the health warranty outlined above is only guaranteeing the cat does not have a known genetic disease that will severely diminish the life of the cat. The cat may be considered of sound genetic health, and still require vet care due to the realities of owning and caring for a living animal. Due to the possibility of unexpected accidents, injuries, or illnesses, **the Seller requires that the Buyer activates the go-home insurance coverage provided for free by the Seller through their insurance of choice company 'Trupanion'. The buyer agrees to activate the insurance 24 hours before picking up the cat from the Seller.**

- **The Seller requires, and the Buyer agrees, that the Buyer must keep insurance coverage active on this cat for their first 5 (five) years of life at a minimum**, so that any conditions that arise during the health warranty period may be treated and are covered even if requiring emergency care. **The Buyer agrees they will choose a provider who will agree to cover Feline Infectious Peritonitis related treatment and medications.** _____

8. Normal Conditions

- **The following are considered relatively normal and will not qualify for refund or replacement:**
 - Minor upper respiratory infections, mild colds, drippy noses or eyes, and seasonal allergies are normal reactions to the stress of adjusting to a new home, and commonly occur in baby animals due to their developing immune system. _____
 - Innocent Heart Murmurs: Small irregularities can arise from stress at the vet, and are commonly heard in growing mammals. Murmurs graded must be done by a board certified echocardiologist. _____
 - Ringworm. The cat is guaranteed blemish and fungi free upon release. Kittens are especially vulnerable because their immune systems are not fully developed. This common fungal spore is endemic to the environment, is easy to track inside, and can survive indoors for over 18 months. To avoid exposing the cat to fungal spores, the Buyer needs to exercise caution, maintaining good hygiene, particularly when interacting with other animals or with activities such as gardening, hiking, playing sports, or digging in dirt. _____
 - Nystagmus and strabismus (quivering eyes and crossed eyes) are a common possibility in all cats who have the colorpoint gene (as all Ragdolls do), regardless of breed and regardless of parentage. They do not typically affect vision, are not a sign of neurological issue on their own, and may develop over time.

9. Hazards

- **String (shoe strings, dental floss, streamers, banners, cords) of any kind can lead to death and require emergency surgery if ingested. Toys marketed for cats can be deadly if injected - cats should never be left unattended with feathers, or toys that use string, fishing line, or streamers. Wall-plugs, candles, and essential**

oil diffusers can be highly toxic and kill cats, please look up safe scents and oils to use. Certain plants, like all members of the Lily family, are extremely toxic to cats. Paint, varnish, and cleaners are all incredibly unsafe and any rags/towels/paper towels/brushes/rollers covered in them should be disposed of in trash bins inaccessible to the cat. Certain foods and food additives are extremely toxic to cats, including artificial sweeteners. Human medications like ibuprofen, among many others, are deadly to cats. All medication should be carefully dispensed, so it never falls on the floor to be ingested by the cat. Many brands of medication that are safe for dogs/canines, are highly toxic and deadly to cats/felines. Topical flea medication for dogs is deadly to cats, and they should be separated for 12 hours post-application if any topical flea medication is applied to a dog living in the home with the cat. This is not an exhaustive list. It is the Buyers responsibility to 'proof' their home and make it a safe space for the cat.

10. Liquidated Damages and Applicable Law

- Seller's liability shall be limited to the purchase price of the cat, which shall be the buyer's sole remedy in equity and law as liquidated damages.
- Any dispute arising between the parties shall be governed solely by the laws of Michigan. Any dispute must be settled within the home city and/or county court of the Seller, wherever that may be when the dispute is begun. Buyer will be liable to Seller for any costs incurred, including court costs and attorney fees associated with the Seller enforcing the terms of this contract. Buyer hereby agrees to assume and hereby waives, releases, indemnifies, defends, and holds harmless the Seller and her agents and representatives from any and against all claims, demands, damages, costs, and expenses, including attorneys' fees, court costs, awards, settlements, judgements, penalties, fines, liens, or causes of actions, at law or in equity, and any other applicable statute, ordinance, rule, or regulation, as a result of or arising out of, or in connection with, the adoption and ownership of the stated cat above, after the execution of this purchase agreement. **In signing this contract, the Buyer acknowledges that he/she has carefully read and understands the terms herein. The Buyer agrees to all of the terms and conditions of the above sale.**

Signature of Seller: _____ DATE:

Loraine Rupinski - Mittenstar Ragdolls - 810-441-9020 - mittenstarragdolls@gmail.com

Signature of Buyer: _____ DATE:

Buyer Information: Smith Smith Smith - 12456 Address Address St CityCity MI 44444 -
111-222-3333 - emailemail@email.com