

#### Hoosier Heart Throb Ragdolls

South Bend, In 46619

#### 1-574-303-2492

#### hoosierheartthrobragdolls.com

#### **Buyer Information:**

Name:						
Street Address:						
City:		State:		Zip:		
Phone Numbers:	Cell:	Cell:		Home:		
Email:						

#### **Cat/Kitten Information:**

DOB:	Gender:	Color/Pattern:
Sire:		Dam:

### Cat/Kitten Price or Terms:

Deposits are non-refundable and final payment is due on or before delivery/pick up date. All delivery, shipping, and related expenses are responsibilities of the buyer.

## On the day of pick up its cash only for the balance. If you are more than 1 hour late you will be charged a late fee of \$50 per hour

## You are responsible to know what time zone you are in and what time zone I am located in (Eastern) at pick up.

# THE SELLER AND BUYER AGREE TO THE FOLLOWING CONDITIONS OF THIS LIMITED LIABILITY CONTRACT:

- The kitten/cat is purchased as a: PET\_\_\_(altering required), SHOW quality pet\_\_\_(altering required), BREEDING\_\_\_\_
- 2. Breeder guarantees that the cat being sold is a purebred Ragdoll cat, with a pedigree, and is eligible for registration with T.I.C.A.

- 3. Breeder advises all buyers to examine kitten in person to decide the quality of the kitten before completing the purchase.
- 4. The buyer understands and agrees that the Breeder/Seller has first pick of any and all litters, and that show and breeder prospects will be placed first, then pet quality kittens.

\_ Buyer's initials indicating full understanding and agreement to all above conditions.

- 5. If the kitten is purchased as a pet or show quality pet: The buyer agrees to have him/her altered by the time the kitten is 7 months of age, if not, then the contract becomes null, and void. Proof of altering (written certification) must be provided from a Licensed Veterinarian before T.I.C.A. registration papers will be released to the buyer.
- 6. Breeder agrees to provide a complete medical history and record of all vaccinations this cat/kitten has received, along with the following health guarantees:
  - a. The Breeder guarantees that the cat/kitten is healthy to the best of his/her knowledge at the time the Buyer takes ownership. The kitten has a Five (5) day warranty against any serious medical conditions once he/she leaves our home-serious refers to a shortened or painful lifespan.
  - b. Buyer must agree to take this kitten at their own expense to see a Licensed Veterinarian within 5 days for a complete wellness checkup. Failure to do so within this time period will void the warranty.
  - c. Before day of pickup of your kitten/cat you must provide proof of wellness checkup appt being made to me by texting me a confirmation from your vet
  - d. If the kitten is found to have a serious medical condition, Buyer has 24 hours to notify us and request a kitten replacement. This request must be in written form on the examining Licensed Veterinarian's letterhead which states why the kitten's health is being questioned.
  - e. The buyer is responsible for returning the kitten at his/her own expense, along with the paperwork from the vet. The seller agrees to replace the kitten from the next Two (2) litters born with a kitten of same monetary value.
  - f. There will be no cash refunds under any circumstances except at the breeder's discretion if he/she opts to refund the purchase price rather than replace the kitten. The Breeder will not be responsible for any veterinary expenses incurred by the Buyer while the kitten is in Buyer's possession.

- 7. The cat/kitten has a One (1)-year warranty (from date of birth) covering any Proven genetic or congenital defect that is normally tested for through a Wisdom Panel on the parents of the kitten. All breeding stock in this cattery are Wisdom Paneled and are negative for 50 different genetic defects.
  - a. This does not include conditions of infections such as colds, upper respiratory infections, viruses, parasites, or bacterial infections that infect the intestinal tract, such as Giardia, Coccidiosis, or Trtrichomonas Foetus. These types of parasites are not always found on a routine fecal exam. Everything is sanitized to prevent these types of problems. Seller cannot be held responsible for FeLV, FIV, FIP, or any other bacterial and viral infections, infectious diseases, and parasites or fungus due to the fact that these can be contracted anywhere in the environment after the cat/kitten has left the cattery and are not a result of genetics or breeding. If a fatal genetic or congenital defect is found by a Licensed Veterinarian, the Breeder will replace the kitten with a LIKE kitten from one of the next 2 litters after proof has been received from the vet. There will be no cash refunds under any circumstances unless it is at the discretion of the Breeder rather than replace the kitten. The breeder will not be held responsible for any Veterinary expenses, or any otherwise expenses (travel, etc) incurred by the Buyer while the cat/kitten was in the possession of the Buyer.
  - b. No kitten will be released to a new home if they have any upper respiratory symptoms such as watery eyes, Conjunctivitis, coughing, sneezing, etc. NO EXCEPTIONS!
- 8. The Seller/Breeder is not obligated to replace a kitten for any reason, including any future health conditions, other than those stated previously and provided that ALL terms of the health guarantees are followed. The health guarantees and kitten replacement will become null and void if Breeder is no longer breeding.
- 9. This cat/kitten cannot be guaranteed to be free from the Feline Enteric Corona Virus (FeCV). It is estimated by research physicians that 93.7% of all cats have contracted FeCV. FeCV can, on rare occasions, "mutate" and cause fatal disease Feline Infectious Peritonitis (FIP). The effectiveness of the FIP vaccine is still controversial. Many researchers and veterinarians believe that it can cause enough stress on the feline immune system to actually cause the disease. Currently no one exactly knows why the disease occurs or how to cure it or completely prevent it. THEREFORE, the entire HEALTH GUARANTEE IS NULL AND VOID IF THE FIP VACCINE IS ADMINISTERED TO THE CAT/KITTEN. There is no definitive test for FIP without a postmortem necropsy plus full histology. The cat/kitten will have age-appropriate core vaccinations at the time of delivery against Panleukopenia (distemper), Calcivirus, and Rhinotracheitis. Each state has its own laws governing the administration of the rabies vaccine. The Seller/Breeder does not warranty the cat/kitten from any adverse reactions against future vaccinations.

- a. It is highly recommended that kittens/cats not vaccinated for FELV (feline leukemia) or FIV as these vaccines may cause undue health problems. The sire and dam of your kitten have been tested for FELV.
- 10. Buyer also agrees to keep health checkups and core vaccines up to date.
- 11. By taking possession of this cat/kitten, the buyer agrees that the cat/kitten appears to be in sound health at the time of purchase.
  - a. Keep in mind that new kittens may show signs of stress including sneezing, runny nose, watery eyes, diarrhea, or constipation when brought into a new environment. ALWAYS transition your kitten's food slowly over 10 days if changing food.
- 12. The Buyer agrees that the Breeder will not be responsible for any veterinary or health care expenses incurred by the Buyer while the cat/kitten is in possession of the Buyer.
- 13. The buyer agrees to grant seller/breeder access to all Veterinary Medical Records in the event that a genetic or congenital anomaly is discovered by a licensed vet within the one-year guarantee.
- 14. The Buyer understands that, although the Breeder has made every effort to supply the best possible cat/kitten, it is, however, a living creature in which health or behavioral problems may arise. In addition, the Breeder makes no guarantees to the longevity of life.
- 15. If a problem arises, the Buyer and breeder agree to work together to solve the problem.

This contract is legally binding to all parties involved. This sales agreement is non-transferrable to other parties. Any changes, additions, or omissions to this contract must be agreed upon in writing, dated and initialed by all parties. Breach of contract will result in it being null and void. It is agreed that this is an "AS IS" sale subject only to the warranties outlined herein which is the FINAL agreement between all parties.

The Seller/Breeder's maximum liability to the Buyer for any and all losses, claims, or damages, or liability of any kind shall be limited to a replacement kitten replacement of equal value from one (1) of the next two (2) litters. Or if the breeder agrees to a monetary reimbursement, which will be limited to the full price paid for the kitten. If legal proceedings become necessary, the Buyer agrees to pay all reasonable attorney fees and legal expenses as may be allowed by law and incurred by seller in enforcing Seller/breeder's rights under this contract.

The signatures below indicate full understanding, agreement, and approval of the above said terms and conditions.

Breeder:	Date:
Buyer:	Date: