

**NY DIVINE DOLLS CATTERY**

Christine Lupo, Ragdoll Breeder

(631) 848-4526

This agreement made this \_\_\_ day of \_\_\_\_\_, 202\_\_ between Christine Lupo d/b/a NY Divine Dolls Cattery, hereinafter, referred to as “Breeder” and

\_\_\_\_\_, residing at \_\_\_\_\_ hereinafter referred to as the “Purchaser” (collectively referred to as “the parties”) is a legal and binding contract transferring ownership of the following cat/kitten from Breeder to the Purchaser (“the Agreement”). The parties agree that, in addition to the transfer of ownership, the following conditions are intended to ensure the health and welfare of the animal and to protect the reputation of Breeder.

1. The Purchaser agrees to buy from Breeder the following cat/kitten upon the terms and condition of this agreement:
  - a. Breed: RAGDOLL
  - b. Color/Pattern: \_\_\_\_\_
  - c. Sex: \_\_\_\_\_
  - d. Birth Date: \_\_\_\_\_
  - e. Sire: \_\_\_\_\_
  - f. Dam: \_\_\_\_\_
2. The Purchaser shall pay to Breeder and Breeder shall accept the total sum of \$\_\_\_\_\_ (the “Purchase Price”) as consideration for the sale, transfer, and conveyance of the cat/kitten identified above, pursuant to the warranties and conditions set forth in this agreement. Breeder makes no representations or warranties other than those explicitly set forth in the Agreement. Breeder’s rights under the Agreement shall survive beyond delivery of the cat/kitten.
3. Purchaser has made a non-refundable deposit of \$\_\_\_\_\_, receipt of which is acknowledged. There is a balance of \$\_\_\_\_\_ remaining. The balance shall be paid by Purchaser in full by \_\_\_\_\_, the date on which the above kitten reaches eight (8) weeks of age (the “weaning date”). Payment may be made in cash through Zelle, or via Venmo (@Christine-Lupo). Any transaction or processing fees assessed by Zelle or Venmo shall be added to the balance due and paid by Purchaser. If the balance is not paid in full by the weaning date, the kitten will be listed as being “AVAILABLE” and the Purchaser will lose the non-refundable deposit.
4. In addition to the Purchase Price, actual shipping costs of \$ \_\_\_\_\_ shall be paid by the Purchaser to Breeder.
5. Breeder and Purchaser acknowledge and agree the cat/kitten is being purchased as a:  
(Please initial one or more of the following):

- a. Pet Only \_\_\_\_\_
- b. Show Altered Cat \_\_\_\_\_ (addendum attached)
- c. Show Cat \_\_\_\_\_ (addendum attached)
- d. Breeder Cat \_\_\_\_\_ (addendum attached)

6. **If a Pet Only:** Breeder and Purchaser acknowledge and agree that the cat/kitten is being purchased as a pet only; therefore, the cat/kitten will be spayed or neutered prior to leaving NY Divine Dolls Cattery. **Purchaser's initials (if applicable):** \_\_\_\_\_

#### **I. Warranty**

- 7. The Purchaser shall not have ANY type of surgical procedures performed on the cat/kitten for the purpose of removing any of its claws.
- 8. Breeder represents the cat/kitten is in good health at the time of delivery. Purchaser shall have the right to have the cat/kitten examined by a veterinarian of Purchaser's choice. If the cat/kitten is certified by a licensed veterinarian to be unfit for sale due to illness, or infectious disease, within fourteen (14) business days of delivery, or within one hundred eighty (180) calendar days of delivery in the case of a congenital malformation adversely impacting the health of the cat/kitten, Purchaser must notify Breeder and provide a copy of the veterinarian's certification within three (3) days of receiving it. Breeder retains the right to corroborate any diagnosis by requiring the production of the cat/kitten for examination by a licensed veterinarian of Breeder's choosing. Breeder agrees to adhere to Article 35-D of New York state law.
- 9. Beyond the period ending one hundred eighty (180) calendar days from delivery, Breeder hereby provides an additional period of guarantee against hypertrophic cardiomyopathy (HCM) and renal agenesis until the cat/kitten reaches the age of five (5) years. If the cat/kitten is diagnosed to have these specific genetic problems within the first five years of life, Breeder will replace the cat/kitten with one of equal value. Breeder reserves the right to verify the diagnosis and independently verify it through a veterinarian of Breeder's choosing. If the cat/kitten is alleged to have died due to these conditions, Breeder reserves the right to replace the cat/kitten only after a full body necropsy report, including histopathology, and signed statement by a licensed veterinarian detailing the problem, has been provided to Breeder. There shall be no refund or payment for veterinary/hospital expenses (including the expense for the report and statement). If Breeder disagrees with the report, Breeder reserves the right to have the cat/kitten examined by a licensed veterinarian of Breeder's choosing and may reasonably reject the request for a replacement.

10. Breeder is not liable for any expenses incurred by Purchaser for non-genetic illnesses, except as set forth above. Purchaser understands there will be no monetary reimbursement, for any veterinary or non-veterinary expenses, associated with any diagnosed acquired illness that may occur. Breeder will not be held responsible for any type of common feline infections known to affect cats except as set forth above. Purchaser acknowledges there are various conditions cats/kittens are known to acquire following the time of delivery which are beyond the control of Breeder.

**Purchaser understands the Warranty Terms (*initial*) \_\_\_\_\_**

### **II. Health**

11. Purchaser agrees to assume full responsibility for the cat/kitten following delivery by Breeder, including: health, shelter, food, exercise, appearance, and temperament. The Purchaser agrees to keep all of the cat/kitten's vaccinations current according to the schedule given at time of delivery. All kittens will be delivered by Breeder with two FVRC kitten shots and at least 2 dewormings prior to living in their new home. A third FVCRP kitten shot may be given no earlier than 15 weeks of age and no later than 16 weeks. Purchaser understands that the cat/kitten must not be given a Rabies shot before 16 weeks of age and NOT at the same time as the last FVRCP kitten shot. Doing so will put the kitten's health at risk (see schedule attached to contract).
12. Booster shots must be given one year after the final FVRCP kitten shots. Three year non adjuvanted Rabies shots must only be given after 18 months of age. Failure to comply will void any and all health guarantees. Furthermore, if the Purchaser chooses to inoculate for feline infectious peritonitis (FIP), FeLV or FIV the warranty is invalidated, as they may cause undue health problems for the cat/kitten. In addition, Breeder will not warranty the cat/kitten against any adverse reactions to future vaccinations, or any future health problems other than genetic defects. Both parents of the kitten(s) have been tested for FeLV/FIV and were negative.
13. Purchaser agrees, at Purchaser's sole expense, to seek veterinary care within twenty-four (24) hours from the onset of abnormal symptoms.
14. Ragdolls are extremely sensitive cats and often experience a period of adjustment that is aggravated by changes in environment and/or the addition or introduction of other animals. In these situations, owners need to be sensitive to signs of stress and make sure weight is maintained. New kittens/cats often show physical signs of stress within the first two weeks in a new home, including but not limited to: sneezing, runny nose, watery eyes, diarrhea, constipation, and/or hair loss. If any of these symptoms persist for longer than 48 hours after undivided attention has been given, then please seek licensed veterinarian care for peace of mind. Kittens/cats often hide in their new homes for the first 48 hours. Please keep water, food, and a litter box nearby until your Ragdoll acclimates. Petco's brand of paper pellet cat litter, SO PHRESH, is used for adults and kittens, as it is biodegradable, dust free and will not cause harm if ingested.

**Purchaser understands the Health Terms (*initial*) \_\_\_\_\_**

### **III. Repossession**

15. Purchaser agrees this cat/kitten will not be sold, transferred, leased, or given to any other individual or entity including, but not limited to: a pet shop, a research laboratory or similar facility, an animal shelter or rescue, or another breeder. If the Purchaser wishes to relinquish ownership and/or possession of the cat/kitten, Breeder must be notified immediately by the Purchaser of any intentions to do so, and be given first option of refusal. Only after receiving written consent from Breeder may Purchaser do so.
16. Should Purchaser no longer wish to own/possess the cat/kitten, Purchaser must immediately notify Breeder, who shall be given the option to repossess the cat/kitten without financial reimbursement to Purchaser.

Should Breeder discover or determine the cat/kitten is being mistreated, abused, neglected, or in unsuitable living conditions, as determined by Breeder, Breeder may exercise the option to repossess the cat/kitten without financial reimbursement to Purchaser.

If Breeder exercises the option to repossess the cat/kitten, Purchaser shall be responsible to pay for any expenses incurred for transporting the cat/kitten to Breeder.

17. Breeder retains the right to either rehome or readopt the cat/kitten should it be transferred to Breeder as set forth in paragraphs 15 or 16.

**Purchaser understands the Repossession Terms (*initial*) \_\_\_\_\_**

### **IV. Diet and Living Conditions**

18. Purchaser agrees that the cat will live strictly indoors and will NOT be permitted to reside outdoors.
19. Kittens are to be fed PAW TREE or NULO wet cat food twice per day and should have a constant supply of LIFE'S ABUNDANCE All Life Stages Dry Cat Food available. Purchaser shall provide the cat/kitten with proper nutrition at all times. The products mentioned provide a healthful and balanced diet for a cat/kitten. Purchaser will continue to feed Life's Abundance Premium Dry Food in conjunction with one of the above wet foods, through the kitten/cat's first year. Should Purchaser not do so, the genetic health warranty becomes invalidated.

However, if your veterinarian, instead, strongly recommends, and indicates in writing, that a different food is required due to special medical needs, the health warranty shall remain in effect. To avoid shocking the cat/kitten's system, you are required to feed the food recommended by your veterinarian in the following proportions for the period

indicated when changing to the new food/diet: new food mixed 1/4 and old food mixed 3/4 for 4 days, then 1/2 and 1/2 for 4 days, then 3/4 new food and 1/4 old food for 4 days; thereafter, completely switch over to the veterinarian recommended food. If these precise steps are not taken, it can cause intestinal issues, which may lead to you paying for more veterinarian bills.

20. Purchaser agrees to isolate any other cats, and/or other animals, from this new kitten/cat for a minimum of fourteen business days, and until the veterinarian report finding has shown a clean bill of health for all indoor animals residing in the same home. Cat viruses are highly infectious, so families already containing cats need to have EVERY cat checked at the vet before the new kitten/cat is integrated. The Purchaser also agrees to provide the cat with a clean, pleasant environment conducive to good health and with adequate space for exercise. At least one litter box will be provided for each cat in the household and will be cleaned daily. The cat will be kept uncaged for the main duration of its life.
21. The new kitten/cat should be kept in a small area with limited and supervised exploration of the home for the first week. Unlike humans, cats find small spaces comforting when faced with new situations. We have found that keeping the kitten/cat in the bedroom with you, or in the bathroom next to your bedroom, has offered the most comfort in the first weeks. Keep the kitten's carrier, food, water, and litter in this smaller space until acclimation has occurred.

**Purchaser understands the Diet and Living Conditions Terms (*initial*) \_\_\_\_\_**

#### **V. General Terms**

22. In the event of a legal dispute or litigation over the terms of the Agreement, the Agreement shall be interpreted and enforced pursuant to the laws of New York State. The parties agree that the place where the Agreement is deemed to have originated, is Suffolk County, New York and any legal action initiated shall be commenced in Suffolk County, New York. Any attorneys' fees, costs, or expenses incurred by Breeder while litigating any dispute arising from the Agreement shall be paid by the Purchaser. In addition, Breeder has the right to seek liquidated damages of ten thousand (\$10,000) dollars for defamation of Breeder's good name in addition to all other compensatory and consequential damages suffered by Breeder.
23. In addition to all other rights Breeder may have, a breach of this Agreement will give the Breeder the right to repossess the said cat/kitten should Breeder determine, in Breeder's sole discretion, it to be in the best interests of the cat/kitten.
24. Effective as of the date hereof, this Agreement contains the complete, full, and exclusive understanding of the parties as to its subject matter and shall, on such date, supersede any prior agreements, understandings and representations between the parties. Any

amendments or modifications to the Agreement shall be effective and binding on the parties only if any such amendments are in writing and signed by both parties.

25. Purchaser agrees to send a photograph of the kitten once the kitten reaches one year of age.

26. Purchaser's signature below indicates full agreement and approval to all of the above terms and conditions:

**Purchaser understands the General Terms (*initial*) \_\_\_\_\_**

Purchaser's Printed Name: \_\_\_\_\_

Purchaser's Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Purchaser's Signature: \_\_\_\_\_

Breeder's Signature: \_\_\_\_\_

**Upon Physical Delivery**

Sale Date Completion: \_\_\_\_\_

By signing below, Purchaser acknowledges receipt of the cat/kitten identified above:

Purchaser: \_\_\_\_\_