

Adorablerags Ragdolls

Breeder Purchase Ownership Agreement

Dr. Brian & Cynthia Bailey
1322 Lexington Avenue
Ashland, Kentucky 41101

Email: adorablerags@aol.com • Website: www.adorablerags.com

Cell Phone: (606) 831-9284 • Office Phone: (606) 324-3668

Fax: (606) 324-0668

Cat:	Sex:
Breed:	DOB:
Registered Name:	Microchip No.:
Sire:	Dam:
Color:	Pattern:
Eye Color:	Quality:
Adoption Fee:	Non-Refundable Deposit: <u>\$500.00</u>
KY Resident 6 % Sales Tax added to Adoption Fee:	KY Non-Resident, taking delivery in KY 6 % Sales Tax added to Adoption Fee:
Shipping Fee (NOT included in Purchase Price):	

Purchaser(s):

Name:
Address:
Prefix:
Phone:
E-mail:
URL:

Vendor(s):

Adorablerags Ragdoll Cattery
1322 Lexington Avenue, Ashland, KY 41101
Phone: 606-831-9284 (Cell) or 606-324-3668 (Office)
E-mail: adorablerags@aol.com
URL: www.adorablerags.com

This agreement is entered into on _____ between the above and said Purchaser and Vendor for their mutual protection and especially for the protection and well-being of the cat, _____ and it is mutually understood that failure to comply with any provisions of this agreement may detrimentally affect the reputation and business of Adorablerags Cattery. Vendor does hereby transfer to Purchaser, cat _____ subject to all of the terms and conditions of this agreement which shall be considered conditions subsequent to the sale and which are considered by the parties to be an essential part of this agreement.

It is agreed by each of the parties that if any terms of this contract are breached, Purchaser(s)/owner shall be liable for damages.

It is agreed that this contract will be interpreted pursuant to the laws of the State of Kentucky. The parties each consent to personal and subject matter jurisdiction being had by the Courts of the said State of Kentucky, County of Boyd and that this has been discussed by and agreed to by each of us.

1. Each of the parties to this contract are registered cat breeders with a recognized Cat Fancies Association and or The International Cat Association, where prefix and registration membership is sighted and an electronic copy is stored of the Purchaser by the Vendor. It is agreed that this is an agreement by and between persons who do or will regularly breed, sell and/or purchase cats. The Purchaser may add their cattery name to the cat when advertising on their own website.
2. The Purchaser agrees to keep the cat in a clean and pleasant environment, generally not in a cage, with proper nutrition, health care and companionship. If this cat is found to be neglected, in the sole and complete discretion of the Vendor, the Vendor shall have the right to reclaim the cat. Neglect shall specifically include, without limitation, being left alone for a period in excess of 72 hours; a cat being excessively caged; poor diet; poor health (that is not being currently treated by a licensed veterinarian) and otherwise poor condition. It is agreed that this cat will never be allowed out of doors except in a proper carrier or enclosed "run" which is protected from predators and infection from other animals. It is also agreed that this cat cannot be "declawed" under any circumstances. Vendor may, upon reasonable notice to Purchaser, inspect the cat and the cat's living quarters. If Vendor reclaims the cat for neglect, Purchaser shall not be entitled to refund of any portion of the purchase price.
3. No whole (unaltered) breeder kittens may be sold, swapped or given away from the FIRST GENERATION of ANY ADORABLERAGS PREFIXED BREEDER'S PARENT LINES, EVER. Second generation and so forth are able to be sold as breeders if the breeder feels they wish to do so. First generation progeny of this female/male may be kept by the breeder to increase stock numbers for personal showing/breeding.
4. The above named cat, _____ is NOT to be LEASED or used in swap matings with ANY other breeder. No stud service.
5. The named cat, _____ can NEVER be sold, co-owned other than by the said Purchaser(s) herewith, and can NEVER be leased, traded, exchanged, housed in other location without the express written consent of the Vendor. If the Purchaser should wish to place the cat in a pet home, the Purchaser shall first offer the return of the unaltered whole (not spay or neutered) cat to the Vendor. When no longer required for BREEDING PURPOSES by the

signatory(s) representing this contract as breeding stock for _____, the cat is to be spay/neutered and kept as a pet. A certified vet certificate, verifying the alteration (spay/neuter) should be forwarded to Adorablerags Cattery Owners, Dr. Brian and Cynthia Bailey, 1322 Lexington Avenue, Ashland, KY 41101 as proof of the well-being of the cat.

6. All care and attention has been taken to insure the health, well-being, and fitness of the cat you are purchasing today and to the best of our knowledge there are no known congenital or hereditary defects in either the parents or this offspring you have purchased. Vendor represents this cat in good health and free of known ailments. Within 72 hours of receipt of this cat, Purchaser(s) may, at his/her option and sole expense, have the cat examined by a licensed veterinarian. If such veterinarian certifies to the Vendor within 24 hours of such examination that the examination revealed any defect in the health of this cat, Vendor shall upon return of the cat to the Vendor provide the Purchaser with a suitable replacement cat/kitten, however, we do not offer refunds or the cost of shipping.
7. Upon no condition shall the Vendor be responsible for payment of any medical treatment provided to the cat by the Purchaser.
8. If the quality of this cat is noted above as "Breeder Only" this cat cannot be shown at any show. Let it be noted that when showing your cat, we expect your cat to be only shown in show condition.
9. If the quality of this cat is noted above as "Show" or "Breeder/Show" the purchaser agrees that the cat will only be shown when in the best of health and condition.
10. From this cat, NO breeding stock will be sold, swapped nor given away without the express written consent of Dr. Brian and Cynthia Bailey.
11. If you are purchasing a female cat, this cat will have no more than two (2) litters per year and no more than three (3) litters in a two-year period.
12. If no live kittens are produced within the first three years and upon receiving the return of this cat, the seller will replace this female at no charge with a similar, suitable quality breeder if the Vendor is still in the cattery business. Shipping will be the cost of the Purchaser.
13. The Purchaser agrees that if medical care is necessary at any time, the Purchaser will take this cat to a reputable licensed veterinarian immediately.
14. All pet and show kittens from this cat must be sold altered (spay/neutered) and any registrations must be noted, "NOT FOR BREEDING".

It is agreed by each of the parties that if any term of this contract is breached by the Purchaser(s)/new owner, _____, Purchaser(s) shall be liable for liquidated damages in the amount of \$2,500 for each such breach. The parties hereto agree that actual damages upon breach are difficult to ascertain and that the amount of liquidated damages represents a reasonable amount given the difficulty of ascertaining actual damages for breach.

It is agreed that this contract is made and entered into in the Commonwealth of Kentucky and that this contract will be interpreted pursuant to the laws of the Commonwealth of Kentucky. The parties hereto agreed that exclusive jurisdiction for any action brought for breach of any provision of this agreement or to enforce any provision of this agreement shall be vested in the Boyd County, Kentucky Circuit Court.

IN WITNESS WHEREOF, we have each signed this agreement on this day, date/year.

BUYER'S SIGNATURE

BUYER'S SIGNATURE

WITNESSES NAME: _____

WITNESSES SIGNATURE: _____

BREEDER'S SIGNATURE