

Royal Oriental Cattery — Oriental Shorthair Kitten Purchase Agreement

ROYAL ORIENTAL CATTERY

ORIENTAL SHORTHAIKITTEN PURCHASE AGREEMENT

Royal Purebred Kittens, LLC — DBA Royal Oriental Cattery 2636 Coon Club Road, Westminster, MD 21157 Phone: (443) 540-7982 · Email: RoyalpurebredKittens@gmail.com Web: www.RoyalOrientalCattery.com · TICA Registered

Drafted May 2026 · Based on Royal Bengal Cattery contract framework battle-tested in Royal Bengal Cattery LLC v. Hammon (\$19,023.60 breach action, Maryland District Court Carroll County)

§1. PARTIES AND KITTEN

This Oriental Shorthair Kitten Purchase Agreement (“Agreement”) is entered into on _____ (date) between:

SELLER: Royal Purebred Kittens, LLC, a Maryland limited liability company, doing business as Royal Oriental Cattery, by its authorized members Aleks Sablin and Ekaterina Sablin (collectively, “Seller”).

BUYER: _____ (“Buyer”), residing at:

- Street: _____
- City, State, ZIP: _____
- Phone: _____ Email: _____

KITTEN:

- Kitten ID: _____ (e.g., ORI A1-2025)
- Breed: Oriental Shorthair (TICA registered)
- Color/Pattern: _____
- Sex: Male Female
- Date of Birth: _____ / _____ / _____
- Sire: _____ · Dam: _____
- Microchip ID: _____ (implanted before delivery)

FINANCIAL TERMS:

- Total Purchase Price: **\$4,500.00 USD**
- Deposit Received (per Deposit Agreement): \$2,250.00 USD on _____ / _____ / _____

- Balance Due: \$2,250.00 USD
- Flight Nanny Delivery Fee (if applicable): \$_____ USD

§2. PURCHASE PRICE AND PAYMENT — ALL SALES FINAL

Buyer agrees to pay Seller the Total Purchase Price of \$4,500.00 USD. The non-refundable deposit of \$2,250.00 USD already paid pursuant to the Deposit Agreement is applied to the Total Purchase Price. The remaining balance is due in cleared funds at or before kitten pickup or delivery.

Accepted payment methods: bank wire transfer (preferred for balance), Zelle, certified check mailed in advance, or PayPal Friends & Family.

ALL SALES ARE FINAL once the balance is paid in full and the Kitten is transferred to Buyer’s possession. **There are no cash refunds under any circumstances except as expressly provided in this Agreement.** Buyer expressly waives any right to initiate a chargeback or payment dispute with any credit card issuer, bank, or payment processor; any such chargeback constitutes a material breach of this Agreement and triggers the breach penalty in §13.

Buyer’s Initials confirming “All Sales Final”: _____

§3. HEALTH GUARANTEE AND 72-HOUR EXAM REQUIREMENT

Seller warrants that on the date of transfer, the Kitten is:

- (a) In good general health, examined by Seller’s licensed veterinarian within the prior fourteen (14) days;
- (b) Current on age-appropriate vaccinations (FVRCP series; rabies vaccination if Kitten is at least twelve (12) weeks of age at transfer);
- (c) Negative for FeLV/FIV based on parental testing;
- (d) Genetically screened via parental DNA testing as described in §4(d);
- (e) Microchipped, with microchip registration paperwork provided to Buyer;
- (f) Eligible for TICA registration with full pedigree paperwork.

72-HOUR VET EXAM REQUIREMENT. Buyer **must** have the Kitten examined by a licensed veterinarian within seventy-two (72) hours of receipt. Any findings — whether qualifying or non-qualifying — must be reported to Seller in writing (email or text message acknowledged as received) **within seven (7) calendar days of the examination.** Failure to obtain the 72-hour examination or to notify Seller in writing within the required period **shall void all health guarantees set forth in this Agreement,** except as otherwise required by applicable law.

§4. CONGENITAL DEFECT AND HCM COVERAGE

(a) 1-Year Genetic Health Guarantee If the Kitten is diagnosed with a congenital or genetic disease that was present at birth and not reasonably detectable at the time of transfer, within twelve (12) months of the transfer date, Buyer is entitled to the remedy set forth in §4(c), subject to the evidentiary requirements in §4(b).

(b) Evidentiary Requirements for Any Claim Under §4 For any claim under §4 to be valid, Buyer **must**:

- (1) Provide Seller with written confirmation from **two (2) independent licensed veterinarians** that, in their professional opinion, the Kitten has the diagnosed congenital or genetic defect;

- (2) For HCM (Hypertrophic Cardiomyopathy) claims, additionally provide a written report from a **board-certified veterinary cardiologist** confirming HCM diagnosis based on echocardiogram performed at the cardiologist's facility;
- (3) If the Kitten dies of the alleged defect, provide a written necropsy/autopsy report performed at Buyer's expense by a licensed veterinarian or veterinary pathologist confirming cause of death;
- (4) Notify Seller in writing within thirty (30) days of the diagnosis or death; and
- (5) Cooperate with Seller's reasonable requests for additional documentation, vet records, or independent testing.

Buyer's Initials confirming evidentiary requirements: _____

(c) Remedy for Valid Claims If the conditions of §4(a) and §4(b) are met, Seller shall, at Seller's election, provide one of the following remedies:

- (1) Replacement of the Kitten with another Royal Oriental Cattery kitten of comparable quality and value, available within twelve (12) months of the qualifying event;
- (2) If no comparable kitten is available within twelve (12) months, Buyer may elect either: (i) Fifty percent (50%) credit toward a future Royal Oriental Cattery kitten, OR (ii) Refund equal to fifty percent (50%) of the Total Purchase Price.

Replacement remedy does NOT include shipping costs, veterinary expenses incurred by Buyer, or other related expenses. The Kitten (or, if deceased, the remains of the Kitten) must be returned to Seller at Buyer's expense as a condition of receiving any remedy under this section.

(d) DNA Testing of Breeding Parents Seller represents that the Kitten's sire and dam have been DNA-tested by a commercial laboratory for known feline genetic disease markers, including but not limited to PRA (Progressive Retinal Atrophy), PKD (Polycystic Kidney Disease), and a broad panel of recessive disease markers shared across feline breeds. Copies of parental DNA test results are provided to Buyer with this Agreement.

(e) 2-Year HCM Guarantee If a board-certified veterinary cardiologist diagnoses HCM in the Kitten within twenty-four (24) months of the transfer date, and the conditions of §4(b) are met, Seller shall provide the remedy described in §4(c).

§5. ORIENTAL SHORTHAIR BREED-SPECIFIC DISCLOSURES

Buyer acknowledges receipt of the following Oriental Shorthair breed-specific information and assumes the following responsibilities:

(a) Anesthesia Sensitivity The Oriental Shorthair breed is documented by The International Cat Association (TICA) as having sensitivity to anesthesia. **Buyer expressly agrees to inform any treating veterinarian — in writing or verbally before any sedation, anesthesia, or surgical procedure (including routine spay/neuter and dental cleanings) — that the Kitten is an Oriental Shorthair (Siamese breed group) and may require modified anesthesia protocols.** Seller assumes no liability for adverse anesthesia events resulting from Buyer's failure to notify treating veterinarians of breed-specific anesthesia sensitivity.

Buyer's Initials confirming anesthesia disclosure: _____

(b) Amyloidosis The Oriental Shorthair breed is documented by TICA as susceptible to feline amyloidosis. **No commercial DNA test currently exists for feline amyloidosis as of the date of this Agreement.** Accordingly, Seller cannot and does not warrant the Kitten against amyloidosis or its consequences. Amyloidosis is expressly excluded from the genetic health guarantee in §4.

(c) Vocal Nature and Activity Level The Oriental Shorthair breed is highly vocal and high-energy. Buyer acknowledges receipt of breed temperament information and confirms understanding that Oriental Shorthairs require daily interactive play (minimum 15-30 minutes), vertical climbing space, and human social interaction.

§6. EXCLUSIONS FROM HEALTH GUARANTEE

The health guarantees in §3 and §4 do **NOT** cover:

- (a) Feline Infectious Peritonitis (FIP) — environmental virus, not congenital;
- (b) Amyloidosis — see §5(b);
- (c) Parasitic conditions including coccidia, giardia, ringworm, intestinal worms, ear mites, and similar conditions, typically caused by stress of transition or environmental exposure;
- (d) Upper respiratory infections, feline herpes virus reactivation, and similar stress-related conditions;
- (e) Conditions caused or aggravated by Buyer's failure to provide reasonable veterinary care, age-appropriate vaccinations, adequate nutrition, suitable housing, or routine care;
- (f) Injuries, accidents, or trauma occurring after transfer to Buyer's possession;
- (g) Conditions arising from Buyer's introduction of the Kitten to other animals not properly screened for communicable disease;
- (h) Behavioral issues or temperament concerns arising after transfer.

Note on FIP: Seller does not prohibit FIP vaccination if Buyer's veterinarian recommends it. Buyer is encouraged to discuss current FIP treatment options (including GS-441524 protocols where available and licensed) with their veterinarian.

§7. BUYER'S CARE OBLIGATIONS

Buyer agrees to:

- (a) **Keep the Kitten exclusively indoors**, except on a harness/leash with adult supervision or in a fully enclosed patio. Free-roaming outdoor access is a material breach of this Agreement.
- (b) Continue feeding the Kitten the diet provided by Seller for at least thirty (30) days post-transfer, transitioning gradually to any new food.
- (c) Schedule **annual veterinary wellness examinations** including cardiac auscultation, beginning with the 72-hour exam under §3 and continuing throughout the Kitten's lifetime.
- (d) **For multi-pet households:** isolate the new Kitten for fourteen (14) days post-transfer and ensure existing cats are current on FVRCP and rabies vaccinations and negative for FeLV/FIV. Failure to isolate voids only those health guarantees relating to communicable diseases (FeLV, FIV, FIP, URI); guarantees relating to non-communicable congenital defects, HCM, and other genetic conditions remain in effect.
- (e) Comply with Seller's anesthesia notification requirement under §5(a).
- (f) Notify Seller within seven (7) days of any change in the Kitten's primary veterinarian, residence, or ownership transfer (subject to §9).

§8. SPAY/NEUTER AND TICA PAPERWORK

This Kitten is sold as a **PET/COMPANION** under TICA Pet/Non-Breeding registration unless expressly stated otherwise in writing. If the Kitten has not been spayed/neutered prior to transfer, Buyer agrees to spay/neuter the Kitten between five (5) and seven (7) months of age and provide Seller with veterinary proof of the procedure within thirty (30) days of completion.

Seller shall provide TICA registration paperwork (“blue slip”) to Buyer via email or physical delivery within fourteen (14) days of transfer. Buyer is responsible for paying any TICA registration fees and completing buyer-side registration in Buyer’s name.

Breeding rights are NOT included with this Pet/Companion sale. Any unauthorized use of the Kitten for breeding constitutes a material breach of this Agreement and triggers the penalties set forth in §13.

§9. REHOMING AND SELLER’S RIGHT OF FIRST REFUSAL

If at any time Buyer is unable or unwilling to continue caring for the Kitten, Buyer **must** notify Seller in writing **before** taking any other action, and shall grant Seller a right of first refusal to take the Kitten back at no charge to Seller. **Buyer shall not sell, give, surrender, abandon, or transfer the Kitten to a shelter, rescue, or unauthorized third party.**

If Buyer rehomes the Kitten privately with Seller’s prior written consent, Buyer shall provide Seller with the new owner’s name, address, phone, and email within seven (7) days of transfer.

§10. PHOTO, VIDEO, AND MARKETING USE

Buyer grants Seller a non-exclusive, royalty-free, perpetual right to use photographs and videos of the Kitten — both photos taken by Seller prior to transfer and photos provided by Buyer post-transfer — for marketing purposes including website, social media, brochures, and advertising. Buyer may revoke this permission as to Buyer-provided content at any time in writing, after which Seller shall remove identifiable photographs of the Kitten from current marketing material within thirty (30) days. Pre-transfer photographs taken by Seller remain Seller’s property.

§11. PRIVACY OF BUYER INFORMATION

Seller shall use Buyer’s personal information solely for the purpose of this sale, ongoing kitten health-record contact, warranty administration, and breeder follow-up. Seller shall not sell, rent, or share Buyer’s personal information with third parties except as required by law.

§12. DISPUTE RESOLUTION AND CONFIDENTIALITY

(a) Private Resolution First The parties agree to attempt resolution of any dispute first by direct written communication between the parties, then by good-faith mediation if necessary, before initiating litigation.

(b) Confidentiality of Disputes Disputes shall be settled between Seller and Buyer privately and shall not be aired in any public forum, including but not limited to Google Reviews, Yelp, Facebook, Instagram, TikTok, YouTube, Twitter/X, Threads, breeder rating websites, news media, or any other media or online platform.

(c) Liquidated Damages for Public Disclosure of Disputes Buyer acknowledges that public disclosure of a dispute prior to resolution would cause significant and difficult-to-quantify harm to Royal Oriental Cattery's reputation, marketing, and business operations. Accordingly, **any violation of §12(b) by Buyer shall result in agreed-upon liquidated damages of TEN THOUSAND UNITED STATES DOLLARS (\$10,000.00 USD)** payable by Buyer to Seller, in addition to any other remedies available under this Agreement, including the breach penalty in §13.

This liquidated damages provision is a reasonable forecast of actual harm at the time of contract formation and is not a punitive penalty. The actual harm caused by public disclosure of disputes by a Royal Oriental Cattery purchaser is genuinely difficult to estimate but materially affects Seller's small business operations, marketing investment, and reputation across the four Royal Purebred Kittens cattery brands.

(d) Truthful Reviews After Resolution The parties acknowledge that, after resolution of any dispute through the private mediation processes in §12(a), either party may publicly review or describe their experience with the other in good faith and based on truthful facts. Both parties agree to refrain from defamatory or knowingly false statements. The Consumer Review Fairness Act, 15 U.S.C. § 45b, protects truthful consumer reviews; this Agreement does not and is not intended to restrict such truthful reviews after the private resolution process has been completed in good faith.

Buyer's Initials confirming understanding of §12: _____

§13. BREACH OF CONTRACT — DAMAGES

In the event of any breach of this Agreement by Buyer, including but not limited to:

- (a) Initiating a chargeback or payment dispute with a credit card issuer, bank, or payment processor in violation of the "All Sales Final" provision in §2;
- (b) Failing to provide the 72-hour veterinary examination and notification required in §3;
- (c) Public disclosure of a dispute in violation of §12(b);
- (d) Selling, surrendering, or abandoning the Kitten in violation of §9;
- (e) Breeding the Kitten without authorization in violation of §8;
- (f) Failing to spay/neuter as required in §8;
- (g) Allowing the Kitten to roam outdoors in violation of §7(a);
- (h) Any other material breach of this Agreement;

Buyer shall owe Seller a fee of **THREE THOUSAND UNITED STATES DOLLARS (\$3,000.00 USD)** for each breach of this Agreement, **each and every time the contract is breached**, in addition to any other damages, including the liquidated damages in §12(c) where applicable. **Multiple breaches result in multiple \$3,000.00 penalties, stackable.**

Buyer's Initials confirming acceptance of breach penalty: _____

§14. GOVERNING LAW AND EXCLUSIVE MARYLAND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to its conflict of laws provisions.

The parties hereby submit all disputes arising out of or in connection with this Agreement to the **EXCLUSIVE JURISDICTION OF THE COURTS OF MARYLAND**, specifically the District Court or Circuit Court of Carroll County, Maryland. **Any legal proceedings under this Agreement shall be held in the Seller's current state and county of residence**, which is Carroll County, Maryland.

In the event of any legal action arising from this Agreement, the **prevailing party** shall be entitled to its reasonable attorney's fees and all costs and expenses associated with the dispute, recoverable as part of the judgment or settlement.

§15. ELECTRONIC SIGNATURES AND COUNTERPARTS

The parties agree that electronic signatures executed through DocuSign, Dropbox Sign, Adobe Sign, scanned signatures transmitted via email, or other commercially reasonable electronic methods are valid and enforceable as if signed by hand. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

§16. FORCE MAJEURE, SEVERABILITY, ENTIRE AGREEMENT

(a) **Force Majeure** Neither party shall be liable for delays or failures of performance caused by events beyond their reasonable control, including natural disasters, pandemics, government actions, or carrier disruptions. The parties shall work in good faith to reschedule or refund as appropriate.

(b) **Severability** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

(c) **Entire Agreement** This Agreement, together with the Deposit Agreement (which is superseded by this Agreement at the time of kitten transfer), constitutes the entire understanding between the parties regarding the sale of the Kitten and supersedes any prior oral or written agreements, representations, or understandings. Modifications must be in writing and signed by both parties.

§17. SIGNATURES

By signing below, Buyer affirms having read, understood, and agreed to all terms of this Agreement, including the specific provisions initialed throughout.

BUYER

Signature: _____

Print Name: _____

Date: _____ / _____ / _____

Street Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

SELLER

Signature: _____

Print Name: Aleks Sablin Ekaterina Sablin

Title: Authorized Member, Royal Purebred Kittens, LLC DBA Royal Oriental Cattery

Date: _____ / _____ / _____

Address: 2636 Coon Club Road, Westminster, MD 21157

Phone: (443) 540-7982

Email: RoyalpurebredKittens@gmail.com

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