

Sunday, January 18, 2009



# Tooliebouce Persians

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## Sales Agreement For Pet With Alter Agreement

THIS SALES AGREEMENT FOR PETS WITH ALTER AGREEMENT (hereinafter referred to as "Agreement") is made and entered into on the \_\_\_ day of \_\_\_\_\_, 2009 by and between Brenda J. Caudle of Tooliebouce Persians (hereinafter referred to as "Seller") and \_\_\_\_\_ (hereinafter referred to as "Purchaser"), whose address and telephone number are: \_\_\_\_\_.

### WITNESSETH:

1. **Description of Pet Quality:** This cat is sold as Pet Only. Pet quality cats are those that do not confirm to show quality attributes as described in the written CFA Persian Show Standard; however, they are still pedigree cats that can be registered. These cats are sold to cat lovers who wish to own a purebred cat at an affordable price. These cats cannot be used for breeding under any circumstances.

2. **Seller Agrees:** To sell and convey to Purchaser the following described cat:

|                         |              |                |             |
|-------------------------|--------------|----------------|-------------|
| Pet Name: _____         | Color: _____ | Breed: Persian | Sex: Female |
| CFA Registration: _____ |              |                |             |
| Sire: _____             |              |                |             |
| Dam: _____              |              |                |             |
| DOB: _____              |              |                |             |
| Alter Date: _____       |              |                |             |
| Sold As: Pet Quality    |              |                |             |

3. **Payment in Full:** The full consideration of the sale of the above-described cat is \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_), plus any shipping related charges,

any additional medical tests requested by Purchaser and PayPal fees must be paid in full prior to the time of delivery.

**4. Deposit and Hold:**

(a) Only deposits will reserve a kitten for you. The method of payment for the initial Deposit is cash, check, money order or, PayPal. The Deposit on Pet Quality Kittens is \$200.00. Seller understands and agrees that Deposits will be REFUNDABLE, if there is a problem on our end, excluding any unforeseen delays in shipping. Deposits are NON-REFUNDABLE if, you change your mind or, do not pay the remaining cost of the kitten. Kittens will not be ready to leave until they are 10 to 12 weeks old.

(b) We are aware that that circumstances change and it is not always possible to take possession of a cat as originally planned. Deposits will be considered payment for boarding, grooming, and lost opportunities for placement if the Purchaser changes their mind for any reason other than defined in the Sales Agreement.

(c) Purchaser understands and agrees that the deposit must be received within 7 days of initial promise of deposit payment or, the above-described cat will be returned to Available status and the deposit will be forfeit.

A summary of payments made including any PayPal fees are listed below:

| Date Paid | ID#: | Amount Paid | PayPal Fee | Amount R'cd | Amount Due |
|-----------|------|-------------|------------|-------------|------------|
|           |      |             |            |             |            |

5. **Method of Payment:** Purchaser understands and agrees that due to several unfortunate events, we no longer accept personal checks for the final payment. There are several options available to you for final payment. The deposit can be made by cash, check, money order or, PayPal. If you are picking up your kitten or cat, the final payment must be in cash. If your kitten or cat is being shipped, the final payment can be made with a Money Order or, PayPal. PayPal charges a 3% fee for this convenience and all PayPal fees will be added to the total balance due, if this option is used. If payment is made by anything method other than cash, the payment will have to clear before Purchaser takes possession of the above-described cat.

6. **Shipping:** Purchaser understands and agrees that all shipping charges, airline approved carrier, miscellaneous comfort items, and any medical costs or, any additional medical or lab work requested by Purchaser is incurred while obtaining a health certificate for airline travel are the responsibility of the Purchaser and will be included in the total shipping charges.

(a) Purchaser understands and agrees that a Tooliebouce Persians will not be shipped before the age of 12-16 weeks of age.

(b) Tooliebouce Persians will make every effort to schedule a flight that is one-way so that the cat will not encounter the additional stress involved in changing planes.

(c) Purchaser understands and agrees that shipping may be delayed due to weather constraints such as extreme heat or cold. The temperature guidelines are established by the airline used for shipping.

(d) Purchaser understands and agrees that they will telephone or email Seller immediately upon receipt of the cat. Seller must be told at this time of any questions or problems about the health or quality of the cat. In the event that there is a problem and Purchaser wishes to return the cat, we must be informed WITHIN 24 HOURS. We WILL NOT agree to the return of the cat after the original 24 HOUR period unless prior arrangements have been made.

(e) Purchaser understands and agrees that all shipping charges related to the return of the cat, is the Seller's responsibility. Shipping airline must be approved by Seller so that we can ensure that a quality airline is used.

7. **Health Guarantee:** This is to certify that the above-described cat to the best of our knowledge is in good health and has been properly vaccinated with vaccinations applicable for its age group.

(a) Seller has had the above-described cat inspected by her veterinarian and all copies of the results of the examination(s) will be furnished to Purchaser at the time of sale. A Medical Summary of the vaccinations will be listed separately and will be supplied along with the veterinarian's records. See Exhibit "A". Any vaccinations used on the above-described cat that is not recommended ALL HEALTH GUARANTEES implied or specified WILL BECOME NULL AND VOID.

(b) Purchaser understands and agrees that in order to validate this health guarantee, the above-described cat must be isolated from any other animals in the Purchaser's home until their veterinarians examination.

(c) Purchaser has 3 business days (72 hours) after receiving the cat, to have the cat examined by his or her veterinarian. If after being examined by a licensed veterinarian, the health is found to be unsatisfactory, Tooliebouce will replace the cat or, adjust the selling price of another cat of equal value that is available on our Kittens Page only upon this cat's return. Purchaser must furnish Seller, with a written diagnosis from his or her veterinary within ten days of the initial examination. The examination, i.e, all medical tests are the responsibility of the Purchaser. All sales are final after ten days.

(i) Purchaser should be mindful that the stress of moving a cat to a new home may result in temporary signs of illness which may include sneezing, runny nose, watery eyes, diarrhea and/or constipation.

(ii) Purchaser understands that NO Vaccinations shall be given nor any spay/neuters performed within 30 days of adoption. Doing so will exceed your cat's stress factor. One stress factor per month is the most cats can tolerate.

(iii) We do NOT vaccinate for FIP & Feline Leukemia and cannot guarantee the health of the cat/kitten vaccinated for these diseases. Field studies do **not** prove their protection adequate nor without adverse reactions. Feline Leukemia is transmitted fecally and/or orally; therefore the best protection for your cat is to keep him/her indoors at all times and away from strange cats. Cats eventually develop a natural immunity to the disease. Contradictory to its name, FIP is not a disease that cats can catch from one another. Due to the nature of FIP, I cannot guarantee a cat or kitten will not develop FIP. I cannot replace a cat or kitten that develops FIP; however, I can offer advice that will help reduce the risks of FIP developing. (Please refer to the kitten/cat care guide that will be contained in your cat's folder).

(c) Purchaser understands and agrees to help reduce any signs of stress by continuing to feed the above-described cat, the food that is used and recommended by Seller for at least 7-10 days. It is not recommended, but if Purchaser decides to change the cat's food, it is to be done gradually by adding  $\frac{1}{4}$  of the new food and  $\frac{3}{4}$  of the new food each day until all that is left is the new food. This should avoid any digestive problems. If the cat is a kitten, it should be kept on a kitten formula until it is one year old and then the cat can be switched to an adult food for the remainder of this life.

(d) Purchaser understands and agrees that in the event the litter is changed from Fresh Step Granules, that the new litter be changed out gradually to prevent any unnecessary accidents. It is recommended that two litter boxes be used, one with the Fresh Step and one with the new litter so that the above-described cat can acclimate itself to the new litter. Once the new litter box is being used exclusively, then the old one can be taken away. We do not recommend using clumping litter with a small kitten - they do occasionally play in the water and will get the clumping litter stuck to their feet and can lick it off. It can set up like concrete in their stomachs and necessitate emergency surgery to remove it. If you have an upstairs and downstairs home, it is recommended that you continue to have two litter boxes available for your cat or kitten.

(e) Purchaser understands and agrees to further reduce stress due to a change in environment and different surroundings, to slowly and patiently introduce the cat to the house and other members of the household, pets included.

8. **Terms of Guarantee:**

(a) All sales are final. No returns, refunds or exchanges, except as outlined by the terms of this Sales Agreement. All modifications to the original terms must be signed by Purchaser and Seller and attached to the original Sales Agreement.

(b) It is not uncommon for the stress involved in relocating to a new home to cause a cat to develop Upper Respiratory Infection (URI), diarrhea, tearing of the eyes, or sneezing. Cleaning products and different smells of a new household, burning strong, smelling candles, essential oils or, spraying air freshener in the air can contribute to this problem. Be careful with these products.

(c) Purchaser has 72 hours (3 business days) from date of delivery to have the cat inspected by a veterinarian. All medical records relating to the 72 hour examination is to be sent to Seller within the 72 hour period. All medical costs are the responsibility of Purchaser after delivery of the above-described cat.

(d) Purchaser understands and agrees that she/he will have the right to a replacement (ONLY) upon availability, **if** the above-described cat becomes chronically ill with non-treatable, life threatening diseases, believed to be hereditary. Tooliebouce's liability for such defects shall be limited until the kitten reaches one year of age. Seller must receive a written necropsy report from a qualified veterinarian and laboratory trained in such procedures proving that the cause of such illness or death was resulting from Tooliebouce. (Such as a kitten that died from congenital heart defects). Seller must also receive a detailed statement from Purchaser's veterinarian as to the exact life threatening problem, the cause and end result, recommended treatments and where he feels the problem originated must be provided to Seller within a timely fashion. The detailed statement must include all copies of the x-rays, blood work, all handwritten notes and the results of any other tests that were performed on the above-described cat. All of the documentation must precede the return of the above-described cat to Tooliebouce for health reasons.

(e) Purchaser understands and agrees that NO REPLACEMENT will be provided until all of the medical records as stated above relating to the above-described cat have been reviewed by Seller's veterinarian. Purchaser will give permission for Seller's veterinarian to confer with his/her veterinarian if the need arises. Once Seller's veterinarian concurs with the findings, and the CFA Registration Certificate (fully executed by Purchaser to sign back over the above-described cat to Seller) are received by Seller a cat of equal value and quality will be offered as a replacement.

(f) Purchaser understands and agrees that NO REPLACEMENT will be provided for a dead cat unless a necrotic report from a qualified veterinarian and laboratory trained in such procedures states that the above-described cat died of a congenital defect that could not have been treated are forwarded to Seller. Failure to have the body inspected by a certified veterinarian or laboratory immediately voids all health guarantees. The CFA Registration Certificate must be returned along with the post-mortem findings to Seller. Once the congenital defect has been confirmed by Seller's veterinarian, a replacement kitten will be provided upon availability. The necropsy certificate and the veterinarian report expenses are the responsibility of the Purchaser. Purchaser all assumes responsibility for arrangements and costs incurred for the replacement cat.

(g) Purchaser understands and agrees that giving the above-described cat the Feline Infectious Peritonitis (FIP) and/or Feline Immunodeficiency Virus (FIV) vaccinations will result in voiding ALL health guarantees. The vaccination for Feline Leukemia (FeLV) is Purchaser's personal choice. Please read all the data regarding the FeLV vaccine before you make a decision. However, at no time will Seller take responsibility for allergic reactions or death from these vaccinations. See Exhibit "B".

(h) Purchaser understands and agrees that the one year replacement guarantee DOES NOT cover conditions stemming from Purchaser's neglect, illnesses, or accidents that the cat may have come in contact with in Purchaser's care, including, blood transfusions, vaccination reactions, and death due to surgical procedures, fleas, ear mites or fungus, since these can be acquired in route to or, at the Purchaser's home. Seller takes every precaution to keep the cat healthy, free of fungus or parasites. Seller is not responsible for any condition or, illness as a direct or indirect result of Purchaser using clumping cat litter and/or exposure to other cats.

9. **Kind of Care:**

(a) Purchaser understands and agrees that the above-described cat will not be allowed to roam freely outdoors. Purchaser will not allow any child or adult to harass or mistreat the above-described cat.

(b) Purchaser understands and agrees that under NO circumstances will the above-described cat be sold, given away, traded, leased or donated to any pet shop, humane society, research laboratory or any similar facility.

(c) Purchaser understands and agrees to provide the above-described cat with top notch veterinarian care at all times.

(d) Purchaser understands and agrees that the above-described cat cannot be shown without Seller's permission.

10. **Alter Agreement:** Purchaser understands and agrees that in executing the Sales Agreement that Purchaser will comply with all of the provisions of Paragraph 10 (a)-(g) and that Paragraph 10 and its provisions will hereafter be referred as the "Alter Agreement".

(a) Purchaser understands and agrees that the above-described cat is purchased as a pet and that it is conveyed WITHOUT BREEDING RIGHTS and MUST BE ALTERED and CANNOT UNDER ANY CIRCUMSTANCES BE USED FOR BREEDING AND/OR STUD SERVICE. Altering must be done prior to seven months and altering date is to be done no later than \_\_\_\_\_.

(b) Purchaser understands and agrees that if the above-described cat is an adult will be altered prior to adoption.

(c) Purchaser understands and agrees that he/she has 30 days from the "Alter Date" to provide documentation of altering from her veterinarian to Seller. Once the documentation is received, and verified, Purchaser will provide Seller within 30 days by U.S. Mail, the CFA "Blue Slip" and/or CFA Registration Certificate. In the event that there is a failure to provide the necessary documentation and it is not received within this 30 day period, Seller will be in Breach of the Sales Agreement and no blue slip will be provided.

(d) Purchaser understands and agrees that in the event of a Breach of the Sales Agreement, an additional One Thousand and/no Dollars (\$1,000.00) will be due and payable immediately to Seller. The additional \$1,000.00 must be paid by Certified Bank Funds and mailed by U.S. Mail - Return, Receipt Requested to Seller's address. Seller WILL NOT UNDER ANY CIRCUMSTANCES accept the additional payment of \$1,000.00 by personal check.

(e) Purchaser understands and agrees that in the event that there is a Breach of the Sales Agreement, Purchaser will be held responsible for all attorney fees, court costs, and any other legal fees incurred to procure the payment of the additional \$1,000.00.

(f) Purchaser understands and agrees that failure to comply with the provision of Paragraph 10 (a)-(g) may detrimentally affect the reputation of Tooliebouce Persians.

(g) Purchaser understands and agrees that any and all legal action that is brought against Purchaser to enforce this Sales Agreement with Alter Agreement will be brought in the City, State and County of Seller's residence.

11. **Entire Agreement:** This instrument is intended by these parties as a final expression of their agreement and, as a complete and exclusive statement of its terms. No representations, understandings or, agreements made or relied upon in the making of this Sales Agreement other than those specifically set forth herein. Only an instrument signed by both parties may modify this Sales Agreement.

12. **Amendments to Sales Agreement:** It is mutually understood by both Seller and Purchaser that any changes, and/or additions to this Sales Agreement must be initialed by both parties.

IN WITNESS WHEREOF, I, certify that I have reads and understand all the terms, conditions and provisions of this Sales Agreement with Alter Agreement and, that I accept this Agreement and by executing said Agreement, agree to abide by all the terms, conditions and provisions thereof.

|   |                              |
|---|------------------------------|
| _____<br>Brenda J. Caudle,<br>President of Tooliebouce Persians<br>("Seller") | _____<br>**<br>("Purchaser") |
|---|------------------------------|

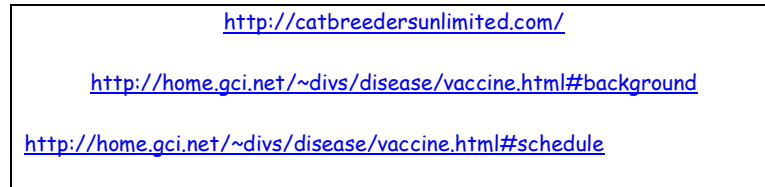


## Exhibit "C"

### Consider Before You Vaccinate

Please do your homework regarding any and all of the feline vaccinations that your veterinarian says your cat "has" to have. Please do not let your veterinarian intimidate you or, talk you into any "extra" vaccines or, tells you he will not treat your cat unless "he" gives the cat his core vaccinations. This is how he makes a living. Stand your Ground! If he insists that he will not treat your animal your way, then he is not the right veterinarian for you. Find another.

Please read the article: New Protocol for Vaccinations. Make your own informed decisions about your cat. Here are several sites that will help you keep informed.



Excerpts from New Vaccination Protocol at <http://catbreedersunlimited.com/>

### New Recommendations for Cats

(a) If you vaccinate with conventional vaccines, try not to allow your vet. To use anything but a killed vaccine (however, this option may not always be available). Experts in immunology consider modified live vaccines the most dangerous. They have the ability to replicate and then mutate in the body and are banned in Scandinavian countries.

(b) Although it might be less expensive, do not vaccinate for several vaccinations at once. The rabies vaccine, especially, should be given separately from other vaccines. (6-week intervals).

(c) If you vaccinate conventionally, consider using homeopathic remedies to counteract any potential adverse side effects from the conventional vaccines. Jeff Levy, DVM, recommends that the appropriate nosode (made from the disease you are vaccinating for) be given immediately after the vaccination. The next day give Thuja 30C, followed one week later by Sulphur 6X for one week. In most states the only "required" vaccination is rabies. The appropriate nosode for this would be Lyssin 30C.

(d) Don't vaccinate for Feline Leukemia (FeLV). It has been pointed out that there is a great deal of evidence that this vaccine is both dangerous and ineffective.

(e) Don't vaccinate if, an animal is in poor health, pregnant, undergoing surgery or, especially when also receiving a corticosteroid injection for allergies.

(f) If you decide to use the nosodes, you will need to contact a veterinarian who uses homeopathy in his/her practice. While most homeopathic remedies are available over-the-counter, the nosodes are available only by prescription.

(g) Feline vaccine related Fibro Sarcoma is a type of terminal cancer related inflammation caused by rabies & leukemia vaccines. This cancer is thought to affect 1 in 10,000 cats vaccinated. Vaccines with aluminum adjuvant, an ingredient included to stimulate the immune system, have been implicated at a higher risk.

(h) We now recommend a non-adjuvant rabies (killed) vaccine for cats. Testing by Dr. Macy, Colorado State, has shown this vaccine to have the lowest tissue reaction and although there is no guarantee that a vaccine induced sarcoma will or will not develop, the risk will be much lower than with other vaccines.

(i) PCR Rabies Vaccine: Is not an adjuvant vaccine and means less risk of mediated hemolytic anemia and allergic reactions and are reduced by less frequent use of vaccines as well as by avoiding unnecessary vaccines such as K-9 Corona Virus and Chlamydia for cats, as well as ineffective vaccines such as Leptospirosis and FIP.

(j) Intranasal Vaccines: Intranasal vaccines for Rhinotracheitis and Calici Virus, two upper respiratory viruses of cats provide more complete protection than injectable vaccines with less serious reactions.

The AAHA and all 27 veterinary schools of North America are the biggest endorsement for these new protocols.

### **Vaccines Not Recommended**

Administration of these vaccines is not useful. If these vaccines are used to vaccinate your cat, ALL Health Guarantees implied or specified WILL BECOME NULL AND VOID.

(a) Program: Injectable 6-month flea prevention for cats has been shown to be very tissue reactive and therefore has the potential of inducing an injection site fibro sarcoma. If your cat(s) develop a lump at the site of a vaccination, we recommend that it be removed ASAP.

(b) Feline Leukemia Virus Vaccine (FeLV): This virus is the leading viral killer of cats. The individuals most at risk of infection are young outdoor cats, indoor/outdoor cats and cats exposed to such individuals. Indoor only cats with no exposure to potentially infected cats are unlikely to become infected. All cats should be tested prior to vaccination. It is a well-known fact that the FeLV vaccine will lower the immune system and leave your cat vulnerable to infections - needlessly. Some cats have severe reactions to the FeLV vaccines, which could lead to serious illness and/or death. Cats over one year of age are naturally immune to FeLV whether they are vaccinated or not, so annual vaccinations for adult cats are not necessary. The incubation period for FeLV can be over 3 years, so if your cat is in the incubation state of the disease prior to vaccination, the vaccine will not prevent the disease. Once the vaccination is given, it will not cure the disease only prolong the inevitable.

(c) Chlamydia or Pneumonitis: The vaccine produces a short (2 month) duration of immunity and accounts for less than 5% of upper respiratory infections in cats. The risks outweigh the benefits.

(d) Feline Infectious Peritonitis (FIP): A controversial vaccine. Most cats that contract FIP become infected during the first 3 months of life. The vaccine is labeled for use at 16 weeks. All 27-vet schools DO NOT recommend this vaccine. If you feel the need to have your cat tested for FIP, test after 4 months of age and at least 3 months after any vaccination(s) have been given. DO NOT rely on only one test, test again in 3 months. Please be aware that there is a possibility of getting false positives as well as false negatives with this testing, as the FELV test. Care must be taken by the laboratory technician when doing these tests to insure that all of the equipment has been thoroughly cleaned in the correct manner. Please have your vet. use the Specific ELISA, not the plain ELISA that they normally use. The Specific ELISA tests from 1:0 to 1:40 and are a better indication of what is going on with your cat. The test will not tell whether your cat has FIP or not, only that it has been exposed to one of the seven coronavirus' that your cat could have possibly been exposed to during its lifetime. There is no specific evidence to prove neither which of these seven coronavirus' produces FIP or, which one will mutate into FIP given the right circumstances. If only shows that your cat has been exposed to a coronavirus, which most of the time means nothing at all.

(e) Bordetella: A new vaccine for feline Bordetella has been introduced. Dr. Wolfe of Texas A&M says that Bordetella is a normal flora and does not cause disease in adult cats. Dr. Lappin of Colorado State says that review of the Colorado State medical records reveals not one case diagnosed in 10 years.

(f) Microsporium Canis Vaccine (Ringworm): Ringworm is a self-limiting fungus. It will eventually cure itself, but in the meantime, it needs to be treated by a veterinarian. The ringworm vaccine doesn't produce sufficient immunity to make it worthwhile. It may help with suppressing symptoms in a patient that has ringworm but, it doesn't produce enough immunity to allow the patient to kill the fungus, so the symptoms usually return. Since an infected cat can spread the fungus to other

cats, and to humans, masking the symptoms doesn't strike me as a good idea. So, we do not use this vaccine. Your cat also can break with ringworm using this vaccine. I don't think that is a particularly controversial stance. I think the great majority of veterinarians don't use this vaccine.