



Tooliebouce Persians

Brenda & Charles Caudle
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Concord, Alabama 35023-4378

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Sales Agreement For Show Quality

This Sales Agreement for Show Quality (hereinafter referred as "Agreement") is made and entered into on the _____ day of _____, 2008 by and between Brenda J. Caudle of Tooliebouce Persians (hereinafter referred to as "Seller") and _____ whose address and telephone number(s) are: _____ (hereinafter referred to as "Purchaser").

WITNESSETH:

1. **Description of Show Quality:** Show quality cats are considered to be cats which conform to the written CFA Persian Show Standard. These are cats that have the highest potential to achieve Championship and/or Grand Champion status when properly groomed and presented. Of course, no one can guarantee a Champion or a Grand Champion.

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: _____			
Sold As: Show Quality			

3. **Payment in Full:** The full consideration of the sale of the above-described cat is _____ and No/100 Dollars (\$_____), plus any shipping costs, and any additional medical fees lab work requested by Purchaser and/or PayPal fees must be paid in full prior to the time of delivery. If Seller has to pay any fees for oversized carriers or, long layover charges at the time of

shipping, reimbursement of these charges will need to be sent to Seller before your kitten or cat's CFA Registration will be mailed to you.

4. **Deposit and Hold:**

(a) Purchaser understands and agrees that Deposits are taken in good faith and that only a Deposit will reserve the above described cat. The method of payment for the initial Deposit is cash, Postal Money Order or, PayPal. The Deposit on Show Quality cats is \$300.00. Seller understands and agrees that Deposits will be refundable, if there is a problem on our end, excluding any unforeseen delays in shipping. Otherwise, Deposits are either TRANSFERABLE to another cat within 2 months or NON-REFUNDABLE, if you change your mind or do not pay the remaining cost of the kitten. Should shipping be delayed due to airline problems, Purchaser will have the option of either selecting a kitten from another litter or, Purchaser's deposit will be refunded. Kittens will not be ready to leave until they are 10 to 16 weeks old. We are aware 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.

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. There are several options available to you for payment. The Deposit can be cash, Postal 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 or shipping will be scheduled. If you are picking up your cat, we require that the final amount due is to be paid in CASH.

6. **Shipping:**

(a) Purchaser understands and agrees that Seller will ship kitten(s) or, cat(s) using Delta Pet or Northwest VIP. Shipping is available out of Birmingham, Alabama to the destination within the United States. It is estimated that a layover in a connecting flight will be approximately 1-hour. At the present time, shipping charges are \$350.00. 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. Seller will do her utmost to prevent as much stress as possible for Purchaser's kitten, by scheduling direct, non-stop flights, if available. Seller will supply an Airline Approved Pet Carrier and a Health Certificate to fly from Seller's Veterinarian (within 10 days of shipping). The Health Certificate will state the current health status of the kitten and that all vaccinations appropriate for the kitten's age group have been given.

(b) Purchaser understands and agrees that Purchaser will telephone or email Seller immediately upon receipt of the kitten or, 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.

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

(d) If Purchaser requests any additional medical tests or, lab work in advance of shipping, these charges are to be paid by Purchaser and are due and payable two weeks prior to shipping.

(e) If Seller has to pay any fees for oversize carriers or, long layover charges at the time of shipping, reimbursement of these charges will need to be sent to Seller before your kitten's CFA Registration Papers will be mailed to you.

(f) Purchaser understands and agrees that a Tooliebouce Persian will not be shipped before the age of 10 to 16 weeks of age. The age a kitten can be shipped is determined by the rules of the airline.

7. **Health Guarantee:** This is to certify that the above-described cat 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 that 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. The above-described cat and/or its parents have been tested DNA-PKD negative. A copy of the above-described cat and/or its DNA-PKD status will also be supplied to Purchaser. See Exhibit "C". In the event the above-described cat is a kitten from DNA-PKD parents and has not been tested itself and, Purchaser desires the DNA-PKD testing to be performed prior to shipping, then the DNA-PKD testing costs are the responsibility of the Purchaser.

(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 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 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, plug-ins, essential oils or, spraying air fresher in the air can contribute to this problem. Be careful with these products.

(c) Purchaser has 7 business days from date of delivery of the above-described cat to have the cat inspected by a veterinarian. All medical records relating to the Purchaser's initial examination are to be sent to Seller within 14 days. 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), as available, of equal value and quality for the above-described cat, as long as Tooliebouce Persians is breeding, for 1 year from date of delivery, **if** the above-described cat is found to have a life threatening congenital defect within the one year period. 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. All shipping costs relating to returning the cat will be the responsibility of Purchaser.

(e) Purchaser understands and agrees that if a replacement will be made on availability basis ONLY. Purchaser must be willing to accept a replacement cat or kitten of any color or sex. Seller may offer a choice between different cats or kittens, but is not obligated to do so. Purchaser must make a choice from what is offered. If not, Purchaser will lose all interest, monies, and replacement options and will

relinquish all rights to the replacement cat. It is mutually understood that both parties will execute a new contract on the replacement cat. Tooliebouce will accept responsibility for shipping costs on the replacement cat.

(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 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 of equal value and quality will be provided upon availability. The necropsy certificate and the veterinarian report expenses are the responsibility of the Purchaser.

(g) Purchaser understands and agrees that the vaccination for Feline Leukemia (FeLV) is Purchaser's choice. Purchaser further understands 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. 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. Any vaccinations used on the above-described cat that is not recommended ALL HEALTH GUARANTEES implied or specified WILL BECOME NULL AND VOID. See Exhibit "C".

(h) Purchaser understands and agrees that the 1 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. **Use:** Purchaser understands and agrees that the above-described cat is purchased as Show Quality. It is the intention of the Seller that this is a "Permanent Placement".

(a) Purchaser understands and agrees that the above-described cat will be shown at least a minimum of three times in kitten competition and a minimum of three times after the cat has attained the title of Champion.

(b) Purchaser understands and agrees that the above-described cat can only be used for breeding purposes in his/her cattery. It is also understood by Purchaser that the above-described cat will not be leased or, loaned out to another cattery.

(c) It is also understood by Purchaser, that if the above-described cat is a female, she is NOT TO BE BRED until she has attained the age of 1 year. If the female has not produced a litter by the age of 3, after being bred to 3 different proven males, the female will be replaced with another female of comparable quality upon availability as long as Tooliebouce Persians is still breeding. To receive a replacement female, all medical documentation from a certified veterinarian must be furnished to Seller with a detailed statement as to why the female cannot produce kittens, and if there is any treatment is available, in his opinion, to make her viable. Any and all medical costs are the responsibility of the Purchaser.

Exclusion to Paragraph 9(c): If the above-described is a female develops Pyometra there will be no replacement.

(a) Purchaser understands and agrees that if the above-described cat is a male and does not have two descended testicles by the age of 10 months, he will be replaced with a cat of comparable quality and value when available, as long as Tooliebouce Persians is still breeding. Males who are not breeding by the

time they reach the age of 3 will be replaced with a cat of comparable quality when available as Tooliebouce Persians is still breeding.

(b) Purchaser understands and agrees that in the event that he/she decides to remove the above-described cat from his/her breeding program, the cat cannot be resold without being altered first. In the event the cat is removed, all medical records relating to altering the above-described cat must be forwarded to Seller within 14 days of altering. Failure to furnish all medical records to Seller will be considered a Breach of Agreement and further action will be taken by Seller.

(c) Purchaser understands and agrees that under no circumstances shall the Purchaser re-sell, lease out, trade and/or give away, gift to a third party or, surrender the above-described cat or, any of its offspring to any pet shop, research laboratory or, other similar facility.

(d) Purchaser understands and agrees that if the above-described cat is a Tooliebouce male, he MAY NOT be used for outside stud service and may not be sold as whole male. We realize that smaller breeders often like to "share" with other smaller catteries with whom they are working with but, permission to "share" this male must be requested in writing. Tooliebouce reserves the right to refuse such actions. The request must be submitted to Seller in writing - phone calls or, emails will not be accepted in this regard. Any attempt to circumvent this provision will be met with legal action to reclaim the male and you will be liable for any and all legal fees, court costs and the cost, shipping the male back to Seller and the cost of the above-described cat WILL NOT BE REFUNDED.

(e) Purchaser understands and agrees that any health guarantees are null and void should any and all types of cosmetic and/or elective surgery be performed on the above-described cat.

10. **Breach of Agreement:** Purchaser understands and agrees that in the event of a Breach of Agreement regarding any provision of this Agreement, an additional Two Thousand and no/100 Dollars (\$2,000.00) shall be due and payable immediately to Seller. The payment must be paid by certified bank funds or, certified bank money order ONLY. Seller WILL NOT accept the payment by personal check. Payment must be made by a Certified Bank Draft. Payment must be forwarded to Seller by Certified; Return Receipt Requested U.S. Mail to Seller's mailing address.

(a) Purchaser understands and agrees that all attorney's fees, any other legal fees, court costs incurred by Seller in the enforcement of the Agreement or, procuring payment of the additional Two Thousand and no/100 Dollars (\$2,000.00), shall be paid by Purchaser.

(b) Purchaser understands and agrees all attorneys' fees, any other legal fees, and court costs incurred by Seller in the enforcement of the Agreement will be in addition to the Two Thousand and no/100 Dollars (\$2,000.00). Purchaser understands that all attorneys' fees, any other legal fees; court costs incurred by Seller are, in addition to, the \$2,000.

(c) Purchaser understands and agrees that failure to comply with any provision of the Agreement may detrimentally affect the reputation of Tooliebouce Persians.

(d) Purchaser understands and agrees that any and all legal action sought to remedy any Breach of Agreement will be brought against Seller in the State, County and City of Seller's residence.

12. **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.

13. **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.

_____	_____
Brenda J. Caudle, President of Tooliebouce Persians ("Seller")	** ("Purchaser")

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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.

<p>http://catbreedersunlimited.com/ http://home.gci.net/~divs/disease/vaccine.html#background http://home.gci.net/~divs/disease/vaccine.html#schedule</p>
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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.

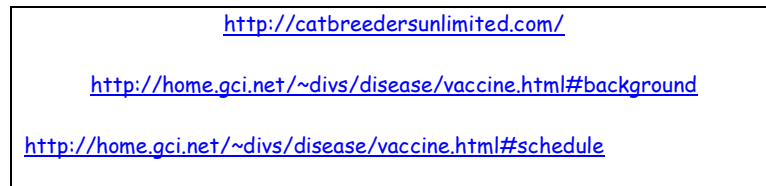
(e) Bordetella: A new vaccine for feline Bordetella has been introduced. Dr. Wolfe of Texas A&M says that Bordetella is a normal flora and does not cause disease in adult cats. Dr. Lappin of Colorado State says that review of the Colorado State medical records reveals not one case diagnosed in 10 years.

(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.

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.

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