



Whisker Oaks Persian Cattery



Raising Fine Silver and Golden Persians Underfoot since 1998

Sales Agreement

Cattery Call Name: _____ **Breed:** _____ **Price:** _____
Date of Birth: ____/____/____ **Sex:** _____ **Color:** _____
Sire: _____ **Dame:** _____

Breeder

Whisker Oaks Persian Cattery

Breeder: Cathy D. Ott

5303 Woodstead Road

Waterford, WI 53185

262-895-6042

mott53@wi.rr.com

Facebook: "Whisker Oaks Cattery"

Web Page: www.whiskeroaks.biz

Date Reservation Deposit Received: _____

Amount of Reservation Deposit: _____

Signature: _____

Date Signed: _____

Adopter

Name: _____

Address: _____

Address: _____

City, State and Zip: _____

Phone: _____

E-mail: _____

Print Name: _____

Signature: _____

Print Name: _____

Date of Final Sale: _____

Final Amount Received: _____

I have read the below "Terms and Condition" of this "Sales Agreement". My signature above assures that I agree with the conditions. Please note; The "Reservation Deposit" on a persian is non-refundable. It goes towards re-homing the persian.

Date Signed: _____

Terms and Conditions

Reservation Deposit: Persians are reserved on a "First Come - First Serve" basis according to the order deposits are received. *A deposit for a persian is non-refundable.* The deposit will reserve a persian for you. We are unable to reserve a persian without a "Reservation Deposit." Once born, persians will become available for placement around 12 to 14 weeks of age, although some may take longer, depending on their development and size. If a deposit is placed on a future litter, the Adopter has until the litter is 6-8 weeks old, to pick their kitten. If the Adopter has not yet chosen their persian by 8 weeks of age the Breeder will pick a persian for the Adopter. Thus, it is important for the Adopter to inform the Breeder of what attributes they are looking for in a persian. *The Breeder always has first pick of kittens in any litter.*

Pick-Up: If the Adopter can't pick up their persian by the time it is ready to be placed, a \$25 fee will be charged for each week the persian remains in the cattery (1-7 days is \$25 and 8-12 days is \$50.) Males are considered ready for placement within 3 days of neutering, and females within 7 days of spaying. Females may be placed earlier, if activity restrictions can be met.

Payment: Payment is due in full at the time of pick-up. Payment can be made prior to pick up via PayPal, Check or Certified Cashier Check, if it is paid and received **within 14 days** of the persians pick-up date. If not paid within 14 days, **cash is due at the time the Adopter picks-up their persian.**

White: Adopter's Final Purchase Copy

Yellow: Breeder's Initial Copy

Pink: Adopter's Initial Reservation Deposit

Refund: If a kitten is not picked up, the initial “Reservation Deposit” is non-refundable and may be used at Breeder's sole discretion for ongoing costs for the persian and for rehoming (finding appropriate new owners who will care for the persian.) The Breeder WILL NOT provide a CASH REFUND of the Reservation Deposit for any persian that is not picked up.

Place of sale: It is agreed that this sale is taking place in the State of Wisconsin, USA, and it is agreed that this contract will be interpreted pursuant to the laws of the state of Wisconsin, USA. In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Racine County, WI, USA. Wisconsin law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Breeder’s Responsibilities

Pet: This persian is being sold as a “Pet,” which the parties agree means a domestic animal kept for non-commercial companionship. The purchase price does not include a guarantee of show quality, or the inclusion of breeding rights. At Breeder's sole discretion, the Breeder may allow Adopter to purchase a guarantee of show quality or an inclusion of breeding rights for additional fees. The “Sales Agreement” describes the persian being purchased. This agreement includes the persians price, sex, breed, color, date of birth and names of sire and dame.

Health Care After Sale: Breeder guarantees at the time of pick-up that the persian is in good health, is socialized, eating, drinking, litter trained, Veterinarian checked and vaccinated (age appropriate.) The persian is neutered/spayed prior to pick-up, unless other arrangements are made. After said persian leaves the Breeder’s premises, the Breeder assumes no responsibility for vaccinations, Veterinarian visits, test, Veterinarian expenses due to injury, landlord/s disapproval, allergy to animal, disagreement of family member(s), or for any other reason that causes charges.

Genetic Guarantee: Breeder further acknowledges the persian was bred from top quality, healthy parents and has no known genetic faults, unless stated and outlined. The persian is FeLV/FIV negative, via base-line testing of persians in our cattery. Additionally, all incoming persians are tested and the results of breeding males and females were negative. Persians are dewormed prior to placement. The Breeder has not made any other representations concerning the health, or condition of the persian other than those identified on this contract in writing.

Adopter’s Responsibilities

Health Guarantee: The kitten has been examined by a licensed Veterinarian at the time of altering and was found to be in good health. You have the option to have the kitten examined by a licensed Veterinarian within 72 hours and if your Veterinarian finds the kitten to be in poor health the kitten may be returned for a full refund. After 72 hours the “Genetic Guarantee” applies. This clause does not include any listed abnormalities that this kitten may have (such as an off-bite, tail kint) that the adoptee was aware of at the time of purchase.

In the event of a non-accidental or unexplained death, the Adopter will notify the Breeder within 24 hours. The Adopter agrees not to euthanize the persian without the Breeders permission (except in the case of an emergency.) If the persian is found to be mistreated or neglected at any time, the Adopter will surrender the persian to the Breeder unconditionally, with no reimbursement to the Adopter.

FeLV/FIV: Administration of the Feline Leukemia and/or Feline Infectious Peritonitis vaccines to this persian is NOT recommended and shall void all warranties. It is the opinion of this Breeder through research that these vaccines are controversial and possibility harmful to a persian. Administration of these vaccines will also make this “Health Guarantee” NULL and VOID.

Health Care: Following the date of purchase, the Adopter is responsible for the health care of the persian. This includes all care provided by a Veterinarian and all related costs.

Altering: If a persian is purchased prior to altering, the Adopter agrees to neuter/spay by the time the kitten reaches 6 (six) months of age, or within 30 days of rehoming of an adult. The Adopter will provide the Breeder with proof of altering in the form of a dated receipt from a licensed Veterinarian. This certificate needs to include a description of the animal, and the procedure performed. Proof must be tendered within one week after altering has occurred. When the Breeder receives the receipt, the Breeder will provide CFA Registration Papers to the Adopter (AKA Blue Slip.) The Adopter agrees and guarantees that this persian at no time prior to altering will be allowed to reproduce or be used for breeding purposes, whether purebred or mixed breed, without the Breeders’ written permission. *If this occurs, no CFA Registration Papers will be provided by the Breeder to the Adopter and financial remuneration will be sought by the Breeder for “Breeding Rights” and each kitten born.*

Food and Water: Adopter agrees to provide fresh food and water, at all times, and follow the feeding instructions and recommendations of the Breeder. Abrupt changes should not occur in persians diets, as this will cause intestinal upset and diarrhea. The Breeder will provide a small bag of transition food from the cattery’s containers along with a bag of premium food. The cattery food will be used to convert the persian to their new food. Premium kitten food is recommended for the first year of life.

White: Adopter’s Final Purchase Copy

Yellow: Breeder’s Initial Copy

Pink: Adopter’s Initial Reservation Deposit



Facilities: The persian shall not be allowed to roam outdoors. If a persian is let outside, all guarantees in this "Sales Agreement" will be "null and void."

Replacements

Return/Replacement: The persian may be returned for a replacement, if a licensed qualified Veterinarian diagnoses a genetic deformity up to and including the second year of life. The health condition is required to be *life threatening*, meaning capable of causing impending death and potentially fatal. Full replacement will be provided if a kitten were to be lost from kidney, liver or heart disease, within the first two years of life. The Breeder is only responsible for replacement of said persian, if the defect is reported to the Breeder in writing and the persian is euthanized, or returned per Breeder instructions. The Adopter must provide the written examination report from the licensed Veterinarian, identifying the illness and stating the persian's defect is/was life threatening. The statement must include the name, address, and phone number of the Veterinarian that examined the persian, along with its name, date of birth, and name of its sire and dame. The Adopter must give permission to the Veterinarian to answer any question the Breeder may have on the condition of the persian, to be eligible to receive a replacement. A replacement will be provided, as available, the Breeder shall have up to 18 months to replace the persian. The Breeder will not guarantee the replacement persian will look exactly like the one lost/returned. If the Adopter accepts a replacement persian, the Adopter has sole responsibility for seeing and approving of the replacement persian, along with all delivery costs.

When will no Replacement be Provided? The Breeder reserves the right to refuse sale, payment terms, and to nullify a contract, at any time prior to placement/pick-up. The Breeder will not provide a replacement persian if neglect is suspected of the persian causing severe illness, or the environment of the persian contains known hazards (for example, poisonous plants, rodent poison, etc...) or harmful bacteria/viruses.

Closure: Whisker Oaks Cattery will post a “Notice of Intent to Close” on Facebook at “Whisker Oaks Cattery” and on the internet at www.whiskeroaks.biz six months prior to closure of the cattery. After notice of closure is posted, Whisker Oaks Cattery will not provide replacement persians.

Re-homing: Under no circumstances will this persian be donated, left at an animal shelter/rescue organization, leased or sold to any pet store or individual, research lab or similar facility. The Adopter agrees to notify the Breeder for the first right of placement or refusal.

Additional Terms:

This male is being sold as a breeding male.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



Whisker Oaks Cattery



Raising Fine Persians Underfoot since 1998

Health Information and Care Instructions

General Care Recommendations

Food: (Provide dry food at all times "Free Range") _____ Wet Food: 1-2 times per day _____

Water: Provide fresh, clean water, at all times. Litter: (Recommend clay based clumping litter) _____

Bathing Frequency: _____

Frequency of Grooming/Combing: (Always use a one inch wire) _____

Comments: _____

Vaccinations

#1 _____ Site of Injections #2 _____

Safeguard (Deworming)

Stool Testing: _____

Dates: _____

Special Instructions

Neuter/Spay

Neutering/Spaying After Care: Medication: _____ Activity Recommendations: _____

I have received these instructions, and understand how to care for my persian.

Signature: _____ Date: _____