



## **Kitten Adoption Contract/Health Guarantee**

- 🐾 I, the buyer, agree to spay or neuter the kitten I have purchased from Heather Swymeler at or before 6 months of age, if the kitten I receive has not already been altered. Spaying the kitten at 6 months of age is recommended because it is easier on the kitten. If the kitten is found to have been bred, and not spayed or neutered, a breeder kitten fee of \$3000.00 will be due immediately. Our kittens are sold as pet only, unless otherwise stated here-in.
- 🐾 THE DEPOSIT IS NON REFUNDABLE, IF YOU DECIDE TO WAIT OR PICK A DIFFERENT (prior to week 10) KITTEN FOR WHATEVER REASON...THE DEPOSIT WILL BE APPLIED TO THE NEXT LITTER. If you pay in full (\$1,200), in a single payment, then \$200.00 of that single payment will be considered the deposit. If you send separate transactions as a deposit to reserve multiple kittens, it will be utilized as a deposits, it cannot be changed to purchase a different amount of kittens. Acceptable payment information is listed at the bottom of the contract. **We do not hold any kitten until we have a deposit with a signed contract. We utilize deposits to plan breeding's and assure all of our kittens have a loving home. If you cancel once the kitten is 10 weeks or older, you forfeit your deposit, no exceptions. This last minute cancelation causes the kitten not to be placed at its optimal time and causes additional stress for the kitten to be placed at a later time.**
- 🐾 **This cat will NOT be let free to roam outdoors.** Our Cattery is a closed cattery, meaning no animals come to our home for breeding or any other purpose and our cats do not leave our home unless seeing our vet for checkups. Our cats are not in-bred or crowded into cages, their environments are clean and comfortable for them, and their kittens and strict visiting rules for our kittens/cats help to assure we have given them the best and safest start to their lives. You will need to carry that forward. They count on you to keep them healthy and exposure to other animals can potentially spread disease.
- 🐾 Our foundation cats have been genetically tested for the known issues that American Burmese/Tonkinese have due to excessive inbreeding. We utilize this information when determining a mating, genetic diversity is key in breeding healthy kittens. We do everything possible to assure a healthy start to our kittens. We utilize [www.optimal-selection.com](http://www.optimal-selection.com) for this.
- 🐾 This cat WILL NOT BE DECLAWED. De-clawing is an inhumane mutilation. It consists of amputation of the first knuckle. It is comparable to the removal of a human fingertip at the first knuckle.

- 🐾 No cat/kitten from this Cattery may be sold or given to an animal shelter, pet store, kitten mill, research lab. or abandoned.
- 🐾 Our website is <https://moroyalthai.wixsite.com/moroyalthai> . We provide lots of additional information about what you can expect from our kittens there. By signing this contract, you are acknowledging that you have read and accept the information on our website. **The Contract located on seller's website is the current contract and will be the contract that will be honored.**
- 🐾 We frequently post pictures of our kittens on our FaceBook Page, <https://www.facebook.com/MoRoyalThai>, if you would like to keep track of their weekly progress. We understand the excitement of getting a new family member however, sending weekly pictures and updates to multiple individual kitten parents takes away from the care and time we spend with our kittens.
- 🐾 Shipping is available for an additional cost although **this is not the preferred method**. If you are picking the kitten up and not paying for shipping, we will arrange a time and date for you to visit our cattery and pick-up your new kitten. If you don't want the kitten to fly on a commercial flight, it is your responsibility to locate and pay the ground transportation with the pet courier services and to schedule pick-up with the service provider and our cattery or to schedule your flight and travel to our cattery. **It is also your responsibility to assure we know what is needed by the courier service (documentation, carrier, etc) and to either ship a carrier to our cattery or pay for the carrier we must purchase.**
- 🐾 We are about 85 miles from Kansas City International Airport (MCI), if you plan to fly into the airport, you can rent a car and drive to get your kitten at our scheduled pick-up time (you will need to bring an airline approved carrier with you) or we can meet you at the airport at a previously scheduled time (we have full-time employment) with a carrier for you to take your kitten home in for \$250. **It is your responsibility to assure we know what is needed by the airline/customs service (documentation, additional vaccinations, etc) and to either bring a carrier, ship a carrier to our cattery or pay for the carrier we must purchase.**
- 🐾 We do not typically meet in a different location. We want your first meeting to be comfortable for the kitten, in a place where they feel secure. This doesn't happen in a car or a place they have never visited to meet a stranger. If we are traveling and/or agree to meet you along the route, the meeting location **MUST** be a quiet location, and expect the kitten to be shy, they will begin their adjustment period once they leave the comfort of their home. If we agree to deliver a kitten, we will agree upon a price prior to finalizing this contract and include it here. \_\_\_\_\_
- 🐾 We know a tentative pick-up week when our kittens are born. We take great care planning our mating's to allow our kittens to have minimal changes in their care takers during their stay with us. Unless the kitten requires extra time, as that week approaches to assure they are well adjusted, the kittens will be ready for their new homes within very close proximity to that time. **We confirm pick-up dates around 10 weeks**. If you are not able to pick the kitten up with in that time-frame we offer two options. Ask that your deposit's transferred to the next litter that meets your requirements (breed, color, gender) or \$15 a day, after day 4) will be assessed for boarding fees. We have researched optimal times for kittens to go to their new homes to assure our kittens are sent at the perfect times for optimal bonding with their new families. If you cancel once the **kitten is 10 weeks or older**, you **forfeit your deposit**, no exceptions.
- 🐾 Seller agrees to a complete medical history and records of all vaccinations this cat has received along with the following **Health Guarantee**:

- 🐾 This kitten is guaranteed of sound health upon delivery or arrival, and for a period of 72 hours thereafter if vetted within that time. **Failure to have the animal checked by a licensed veterinarian within 72 hours will void any guarantee.** It is expected that the new kitten be quarantined during that 72-hour period. If found to be medically deficient with an untreatable or life-threatening problem, this must be reported to the Seller immediately. If professional medical care is given to the kitten during the 72-hour period, the Buyer shall be responsible for all veterinary and professional expenses incurred on behalf of the kitten. **THE SELLER SHALL AT NO TIME AND UNDER NO CIRCUMSTANCES BE LIABLE FOR MORE THAN THE REPLACEMENT OF THE KITTEN. WHILE EVERY PRECAUTION IS TAKEN TO ASSURE A HEALTHY COMPANION, YOU ARE PURCHASING A LIVING BEING.** Upon its return, it will be replaced with another kitten of equal value. The Seller reserves the right to return a cash refund. If no replacement is available at the time of return, Seller will have up to one year to furnish a comparable kitten. **The kitten cannot be returned for compensation after the guaranteed period has expired and/or it has been exposed to another cat/pet.** Seller will not honor any health guarantee if the kitten dies of a virus from contact with another animal not bred at this Cattery. The buyer agrees to provide immediate veterinary care to this kitten if it shows signs of distress, illness, or injury. Failure to do so will render the guarantee null and void. If the kitten dies within the guarantee period, despite medical treatment, compensation will be made ONLY if a licensed veterinarian certifies the cause of death. When the kitten arrives at your home he/she will have been inoculated at least once for (1) Panleukopenia, (2) Viral Rhinotracheitis, (3) Calicivirus. At times, vaccinations can cause upper respiratory infections, which will clear up with treatment. A kitten MUST have 2 initial Vaccinations before they have any protection from them. New research is indicating that beginning vaccinations at 9/10 weeks and every 3-4 weeks after until week 16, may be best for the kittens with boosters every 3-5 years. Upon buyer's first veterinarian visit it is suggested that the buyer discuss the FeLV (Feline Leukemia Virus) vaccines with their veterinarian and proceed according to the veterinarian's suggestion at that time. FIP (Feline Infectious Peritonitis) vaccines are not recommended and can be dangerous to kittens by the time they are old enough to receive it. **If you FIP vaccinate your kitten, your health guarantee is void.**
- 🐾 It is **NOT** recommended that the kitten be spayed prior to 4 months of age. The kitten should receive any vaccinations recommended by your vet **at least 4 weeks prior** to spay or neuter. **Rabies shots are not recommended, they are incredibly hard on a kitten's immune system and there is some concern that it can over stress their immune system, especially when given at the time of altering.** **If you Rabies vaccinate your kitten prior to 1 year old, your health guarantee is void.** If a Rabies vaccination is required by your vet (I would recommend a new vet), it must be a **killed** vaccination. Kittens will not have a fully functioning immune system until around 3 years of age. Therefore, caution should be taken not to over stress their immune system. Kittens under the age of 3 have not yet fully developed immune systems; care should be taken to assure their immune systems remain strong. We include information for how to support the immune system in our **Additional Information Sheet**. This information sheet is available on the Available Kittens page on seller's website.
- 🐾 Our kitten/cat is guaranteed for to be free from an upper respiratory infection, fleas, worms, fungus, and ear mites, at pick-up unless the kitten is shipped by commercial flight or pet delivery company as we cannot guarantee what the kitten is exposed to once it leaves our care. The kitten should be kept in a clean environment, exposure to areas with cobwebs or very dusty conditions, can cause allergic reactions with your kitten. **Our kittens are raised in clean, climate controlled environments, with antiviral systems, they are not used to dusty,**

**cobwebs or strong perfumes or plug in air fresheners.** These can cause issues with your kittens. Buyer has 72 hours after taking possession of animal to have any medical tests or examinations performed on said animal. Said tests or examinations will be done at Buyer's expense. If a pre-existing genetic condition is found at this time, Seller agrees to pay for the treatment of that genetic issue or refund the total purchase price, (LESS THE DEPOSIT of \$200.00, which will be applied against purchase price of another kitten from seller, when it comes available) when the animal is returned to the Seller. Choice of treatment or replacement is up to the Seller. Seller must be notified of the pre-existing genetic problem within 2 months after Buyer takes possession of animal. If Buyer fails to notify seller of said genetic problem, Buyer will be deemed to have accepted said animal. **If you prefer, your kitten can be genetically tested prior to leaving our cattery, you will be provided with the detailed report, this will be your genetic guarantee. The cost of this will be \$150 per kitten , it takes roughly five weeks to get the information back. If you purchase two kittens (at the same time) as a we will complete the genetic testing for free.**



Seller is not obligated to take animal back from Buyer or issue a cash refund for any reason other than a pre-existing genetic condition which is found within the first 72 hours. Buyer accepts responsibility for all of said kitten's health and safety needs upon Buyer taking possession of animal.



**Buyer is advised to take said kitten to a veterinarian for a complete exam if health is in doubt.**



This contract is legally binding to both Seller and Buyer and is nontransferable to any other party. There are no other conditions, either verbally stated or implied. Buyers' signature indicates full agreement with clauses laid down in this agreement.



No treatment is authorized by the breeder if the kitten is to be returned. If treatment is an emergency & given in that manner the responsibility of payment is the Buyers. This guarantee is made for the protection of both the Buyer & the Seller. Seller assumes no responsibility for this cat/kitten after he/she leaves the premises for medical expenses.



**IF BUYER BREAKS ANY PART OF THIS CONTRACT, ALL GUARANTEES ARE NULL AND VOID.**



**Seller reserves the right to cancel the contract at any time before the final sale.**



Buyers with deposits will choose their kitten(s) starting at the 9 weeks old point, in the order of deposit received. They will be given 48 hours to choose before the next in line with deposit is given the same chance to choose, and so on.



Any legal action which may arise under the terms of this contract will be brought in Daviess County in the state of Missouri. Buyer shall be liable for any court costs and related charges including attorney's fees associated with Seller enforcing the terms of this contract. This agreement is the entire agreement between parties.

SIGNATURE BELOW INDICATES FULL UNDERSTANDING AND AGREEMENT TO ALL ABOVE STATED  
CONTRACT REQUIREMENTS

BUYERS' SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

Street Address\_\_\_\_\_

City\_\_\_\_\_, State\_\_\_\_\_ Zip Code\_\_\_\_\_

Email Address\_\_\_\_\_ Phone\_\_\_\_\_

SELLERS SIGNATURE\_\_\_\_\_

**Payments for Deposits will only be accepted in the form of Zelle (660-358-2002), Venmo will only be accepted as friends. Final payment in cash, unless you are having the kitten shipped (Zelle). The final payment for the kitten and shipping is due at 10 weeks so we can make arrangements for your kitten. We have stopped excepting other forms of payment due to issues that have arose from previous transactions.**