

## Demi GEM Kittens Pet Contract

### **Buyer(s)**

Buyer(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **Description of Kitten**

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Sex: \_\_\_\_\_

DOB: \_\_\_\_\_

King: \_\_\_\_\_

Queen: \_\_\_\_\_

Price: US\$ \_\_\_\_\_

1. The Kitten/Cat is placed as a companion Kitten/Cat only, hence forth referred to as the "Kitten":

- a. The Sellers will notify the Buyer(s) when the Kitten is ready to be picked up or delivered.
- b. All delivery and associated cost of delivery is the responsibility of the Buyer(s).
- c. If the Kitten is to be delivered by a Kitten Nanny or Kitten Chauffeur, all payments must be made by 7 business days and cleared 2 days prior to delivery date.
- c. If the Kitten is being picked up at Demi GEM Kittens or Demi GEM Kittens is hand delivering the Kitten, only cash is accepted if there is any balance due.
- d. The Buyer(s) must sign, date and return the Demi GEM Kittens' Pet contract, as posted on [www.demigemkittens.com](http://www.demigemkittens.com) website prior to Kitten leaving Demi GEM Kittens Cattery.

2. The Kitten is placed in good health:

- a. Buyer(s) agrees to keep Kitten quarantined for a period of 10 days from other kittens or cats. Any implied health warranty is void if the Buyer(s) do not quarantine.
- b. Buyer(s) must take the Kitten to a licensed veterinarian within 48 hours from the time of purchase. Any implied health warranty is void if the Buyer(s) does not make a licensed veterinarian visit within that time.
- c. Buyer(s) are to email the veterinarian wellness checkup to the Sellers within a week of the first vet visit.
- d. After the 48 hours of the health guarantee period, the Sellers cannot be held accountable for future diagnosis of FELV/FIV/FIP or any other bacterial or viral infections diseases, Giardia, parasites, or fungi do to the fact that they can be contracted anywhere in the environment after leaving Demi GEM Kittens.
- e. Provided that the Kitten is returned to the Sellers within 7 days of purchase, and the Buyer(s) furnishes a signed statement from a licensed veterinarian of a serious genetic problem, a new Kitten of equal value will be provided when available (shipping and associated costs are Buyer(s)'s responsibility) if Sellers and/or Sellers' veterinarians agree with diagnosis. The Buyer(s) agrees to allow the Sellers and/or Sellers' veterinarian to contact the Buyer(s) veterinarian to confirm the diagnosis. If there is a disagreement between the Sellers, the Buyer(s) and/or veterinarians, a third veterinarian will be required to examine the Kitten at the Buyer(s)'s expense. All costs are the responsibility of the Buyer(s) while the Kitten is in their care.

3. The Buyer(s) will care for the Kitten properly:

- a.. The Kitten is to be kept in the Buyer(s)'s living quarters with adequate room to exercise, EVER caged, in a clean and pleasant environment with cat scratch poles and any other appropriate supplies to live a happy and healthy life.
- b. Buyer(s) understands this Kitten is a companion Kitten and needs to live with the family with daily companionship.
- c. Buyer(s) agree to keep safe guard the Kitten by removing known poisons, keeping the temperature at an appropriate level or providing a heat pad, never.
- d. Buyer(s) excepts all responsibility for protecting the Kitten from contagious diseases, illnesses, parasites and fungi.
- e. The Kitten will be given fresh water and nutritious food daily.
- f. The Kitten will be properly groomed and cared for, including weekly baths and ear cleaning and daily eye cleaning, as needed, according to the breed.
- g. The Buyer(s) understand a high quality kitty litter should be used to prevent irritation due to litter dust.
- h. Th Kitten will have yearly veterinarian checkups and get appropriate vaccinations and de worming, as needed.

4. The Kitten must be spayed/neutered:

- a. The Kitten is to be spayed or neutered by 6 months of age or within 2 months of being placed.
- b. A signed proof of procedure by a licensed veterinarian must be emailed to the Sellers within 2 months of procedure.
- c. The Buyer(s) gives the Sellers and/or Sellers' veterinarians consent to contact the Buyer(s)'s veterinarian to confirm the procedure.
- d. The Sellers reserves the right to have the Kitten spayed/neutered prior to leaving Demi GEM Kittens at the Buyer(s)'s expense unless otherwise specified.
- e. The Kitten is NOT to be bred
- f. The Kitten is NOT to be leased out for breeding, studing or stud service.

5. The Kitten is guaranteed against congenital defects, unless otherwise disclosed at the time of sale, up to the Kitten's second birth date:

- a. Diet and nutrition is one of the most important decisions the Buyer(s) can make for the Kitten because it has such a significant impact on the Kitten's quality of life and long-term health. The Sellers are serious about promoting long-term health for Demi GEM Kittens. The Sellers have done a tremendous amount of research to hand-select what they feel is the best food and supplements out there for the Kitten's long-term health. They have invested significant amount of money into purchasing top quality food, healthy and holistic treats, vitamins/supplements and high end pet products to assist in giving the Kitten the very best start at life. The Seller have chosen products designed for families that are serious about providing their pets with the best of the best in nutrition and diet. The Sellers want to make sure the Kitten continues to receive this high caliber daily diet and nutrition throughout the Kitten's life so that the Kitten will continue to benefit from it. The Kitten has been fed NuVet Plus™ daily to provide the nutrients required for optimal immune system performance and is required to stay on NuVet Plus™ for the entire first 2 YEARS of the Kitten's life\*. NuVet Plus™ is an immune system builder with a precise balance of vitamins, minerals, omega fatty acids, amino acids and high-potency antioxidants known to boost immune system function. All of NuVet Labs' ingredients are sourced in the United States, manufactured in a human-grade U.S. FDA registered pharmaceutical laboratory, and cold processed to maximize the potency of the nutrients. It's not available in stores, and is only available to the general public with an order code from an authorized pet professional. The Buyer(s) can order directly from the manufacturer by calling 800-474-7044 and using order code #81723 or order online [www.nuvet.com/81723](http://www.nuvet.com/81723). Every time the Buyer(s) receives a new shipment from the company using order code #81723, the company will notify the Sellers. The Sellers will print this information out and put it in the Buyer(s)'s file. This allows the Sellers to know if the Buyer(s) is keeping their Kitten on NuVet Plus™. If the Buyer(s) does NOT want to purchase NuVet Plus™ immune system builder OR cancels at any time then this entire health guarantee will be null and void and the Kitten will be sold "as is" with NO benefits of any kind.
- b. The Sellers have given all of the age appropriate vaccinations and de wormings prior to the Kitten leaving Demi GEM Kittens.
- c. The Buyer(s) will give the Kitten the rest of the age appropriate vaccinations or de wormings, if needed.
- d. The Buyer(s) agree to NEVER give more than 1 vaccine at a time, There should be a minimum of 2 weeks between vaccinations and any other procedures, like spay or neuter.
- e. The Kitten will be vaccinated only against the upper repertory virus which include Rhinotracheitis/Calicivirus/Panleukopenia.
- f. The Sellers also does not warranty the Kitten against any adverse reactions to future vaccinations.
- g. Diagnosis of FELV/FIV/FIP or any other bacterial or viral infections diseases, Giardia, parasites, or fungi are not guaranteed as they can be contracted anywhere in the environment after leaving Demi GEM Kittens.
- h. If the Buyer(s) choose to vaccinate the Kitten for Feline Leukemia (FELV), Feline Immunodeficiency Virus (FIV), Feline Infectious Peritonitis (FIP), Ringworm, Giardia, or any other bacterial, viral, fungi or parasites, the health guarantee is null and void.
- i. If the Buyer(s) do not complete the appropriate age related vaccinations on a timely basis, this health guarantee is null and void.
- j. If the Buyer(s) follows 2a-d, 3a-h, 4a-f and 5a-i, and the Kitten is found to have a genetic disorder, unless previously disclosed, within the Kitten's 2nd birth date that prevents the Kitten from being a companion Kitten, the Buyer(s) must furnish to the Sellers a signed statement from a licensed veterinarian of the genetic disorder. The Buyer(s) agrees to allow the Sellers and/or Sellers' veterinarian to contact the Buyer(s) veterinarian to confirm the diagnosis. If there is a disagreement between the Sellers, the Buyer(s) and/or veterinarians, a third veterinarian will be required to examine the Kitten at the Buyer(s)'s expense. If the Sellers and/or the Sellers' veterinarians agree with diagnosis, the Buyer(s) may return the Kitten and get a Kitten of like or equal value at half the price when a Kitten becomes available.
- k. If the Buyer(s) follows 2a-d, 3a-h, 4a-f and 5a-i, and the Kitten should die within the guaranteed 2 years, the Sellers have the right to request an autopsy be perform to determine the cause of death. It is the Sellers' right to ask for the Kitten to be returned to Demi GEM Kittens for identification before providing a replacement Kitten. Under no circumstances is the Kitten to be destroyed prior to identification of the Kitten by the Sellers. The Sellers may choose to replace said Kitten with a Kitten of like or equal value when a Kitten becomes available. If the Sellers cannot replace with a new Kitten within one year, Sellers will refund to the Buyer(s) the price of Kitten only.
- l. Shipping and other associated costs of picking up or having a replacement Kitten delivered are the Buyer(s) responsibility. All costs are the responsibility of the Buyer(s) while the Kitten is in their care.
- m. If something goes wrong with your Kitten after the guarantee has expired, please contact us so that we are aware of the problem, can help you though the problem or help you to get a new Kitten.

6. The Buyer(s) understands and agree that the Sellers have the right to reclaim the Kitten at any time for either or any of the following reasons:

- a. Abandoned, left at a Veterinarian's office unclaimed, ASPCA, Humane Society, or any other legal body, City authority, etc.

- b. A charge laid against the Buyer(s) by the ASPCA, Humane Society, or any other legal body, City authority, ect
- c. Poor care of Kitten's physical and/or mental health.
- e. If any monetary charges are pending by any of the above mentioned institutes or authorities at the time that the Sellers acquires the Kitten back, the Buyer(s) is responsible to pay for these fees and related costs.

7. If at any time during the Kitten's life, should the Buyer(s) no longer want the Kitten and/or can no longer care for the Kitten due to any circumstance:
- a. The Buyer(s) cannot sell, put up for adoption, re-home, give away, leave at a shelter , sold to a pet shop, dropped off at a research laboratory or similar facility, or dispose of the Kitten in any manner.
  - b. The Sellers reserve the right to buy the Kitten back for the amount of \$1.00 (One U.S. Dollar)
  - c. The Buyer(s) and the Buyer(s)'s heir(s) and/or family member(s) agrees to relinquish all rights to the Kitten and sign any necessary paperwork back to the Sellers if the Kitten is coming back to the Sellers.
  - d. The Buyer(s) may rehome the Kitten with a family member or friend with the written consent of the Sellers. The Buyer(s) agree to provide the Sellers with the new family's contact information, including name, address phone, email and veterinarian information prior to rehoming.
  - e. All related costs of bringing or sending the Puppy back to the Sellers or sending the Puppy to the new family is the responsibility of the Buyer(s).

8. The Buyer(s) understands that the Sellers have limited control regarding the future temperament, habits and appearance of the Kitten, and hence does not warrant such, as hormones, climate changes, aging, environmental input, genetics and other factors affect the Kitten:
- a. The eye coloring of the Kitten may change.
  - b. Skin or fur coloring may change.
  - c. The degree of hairlessness may change.

9. The Sellers are not responsible for:
- a. Diabetes.
  - b. Illness or complications due to mistreatment, neglect or improper care of the Puppy.
  - c. Death or illness caused by an accident or other natural causes not in control of the Sellers.

10. Signature and date below indicates full agreement to ALL terms set forth in this contract. There are NO other conditions nor guarantees, verbal or implied. No other warranties or guarantees are provided other than those specifically outlined in this contract. Changes or additions to this contract must be initialed by all parties involved. Buyer(s) agrees that failure to comply with any of the terms in this agreement shall result in liquidated damages in the amount of \$5,000.00 per violation, without changing the terms of the agreement. Buyer(s) further agrees that any litigation rising from failure to comply with the terms of the agreement shall take place in the area of residence of the Sellers. Buyer(s) shall be liable for any court costs and related charges, including attorney's fees associated with Sellers enforcing the terms of this contract. In signing this document, Buyer(s) acknowledges that he/she has read, fully understands, and agrees to ALL of the terms and conditions stated above. The laws of the State of New Jersey shall be controlling. Any legal action which may arise under the terms of this contract will be brought in Warren County, New Jersey, USA.

The Buyer(s) understands that this Kitten should live for many years and undertakes to keep this Kitten in good care, healthy and sound.

Signatures denote legal and binding agreement to preceding conditions of sale.

Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Seller's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

of DemiGEMKittens  
 Seller's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 of DemiGEMKittens

\*Sellers use NuVet Lab™ products and are NuVet Lab™ Authorized Pet Professionals. Sellers do not make, manufacture nor distribute NuVet Lab™ products.