

Waggin' Tails Adoption Contract

This agreement is made this _____, day of _____, in the year _____, by and between **Waggin' Tails**, hereinafter referred to as "rescuer." And _____, hereinafter referred to as the "adopter". The adopter hereby understands, promises, and agrees that in receipt of this Pet to forever release, discharge and covenant to hold harmless rescuer and by other person, firm, or organization charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors, and assigns from any and all claims, damages, and costs, expenses, loss of services, actions and causes of action belonging to the said adopter, arising out of any act or occurrence from the present time and particularity on account of the adoption of:

Name:

Number:

Sex:

Color:

Date of Birth/Approximate Age:

Breed:

Hereinafter referred to as "this Pet" or the "Pet".

The adopter hereby declares that no representations about the nature of the adopted Pet, nor any representations regarding the nature and extent of legal liability or financial responsibility have induced the adopter to sign this contract.

In consideration of a non refundable donation in the amount of \$ _____, the adopter acknowledges the provisions as defined:

Fee

The non refundable donation is not a fee or sale price, but a request to defer or reimburse rescuer for any and all medical expenses, or any other expenses incurred by the Pet or rescuer to consider the Pet for adoption. Copies of all receipts will be provided with each contract, if applicable.

Spay/Neuter Agreement:

This is a contract of **MANDATORY** Spay/Neuter as defined herein.

2.1 Spay Agreement This spay agreement is an agreement that the female Pet, will not produce a litter of puppies/kittens either as purposely bred or by accidental breeding. The rescuer's female Pet adopted as a puppy/kitten will be spayed by **6 months of age**. If over 6 months of age **the Pet will be spayed before placement unless the Pets heath does not permit Pet to be spayed at this time**. If the Pet's heath does not allow this agreement to be honored, permanent ownership by the adopter is contingent upon a veterinary statement. This statement will be by the veterinarian that has seen this Pet, examined this Pet, and has evaluated this Pet as not yet in emotional and/or physical condition for spay. Based on this situation, **Rescuer, not** the adopter, and veterinarian will extend the length of time to be spayed. Immediately after the Pet's condition has improved said Pet will be spayed. Verification of sterilization by veterinarian is to be mailed to rescuer within fourteen (14) days of the spay. It is the responsibility of the adopter, not the veterinarian to be sure that the rescuer has received this statement. If this agreement is not honored the adopter will acknowledge and agree that the contract has been violated and the adopter will transport the Pet back to rescuer with no refund.

2.2 Neuter Agreement

This neuter agreement is an agreement that the male Pet, will not be purposely bred or by accidental breeding. The rescuer's male Pet adopted as a puppy/kitten will be neutered by **6 months of age**. If over 6 months of age **the Pet will be neutered before placement unless the Pets heath does not permit Pet to be neutered at this time**. If the Pet's heath does not allow this agreement to be honored, permanent ownership by the adopter is contingent upon a veterinary statement. This statement will be by the veterinarian that has seen this Pet, examined this Pet, and has evaluated this Pet as not yet in emotional and/or physical condition for neutering. Based on this situation, **Rescuer, not** the adopter, and veterinarian will extend the length of time to be neutered. Immediately after the Pet's condition has improved said Pet will be neutered. Verification of sterilization by veterinarian is to be mailed to rescuer within fourteen (14) days of the neutering. It is the responsibility of the adopter, not the veterinarian to be sure that the rescuer has received this statement. If this agreement is not honored the adopter will acknowledge and agree that the contract has been violated and the adopter will transport the Pet back to rescuer with no refund.

Collars and Tags

The Pet will not wear a pinch (cleat) collar or any similar article around the neck for the purpose of any basic training, any basic correcting, or for permanent use of identification. The pinch (cleat) collar are only to be used to correct a behavior problem which is an isolated incident and only under guidance of a professional Pet trainer, then not to be used for any other reason. The Pet shall at all times be required to wear a nylon belt buckle collar or harness with the rebies tag, identification tag displaying the home phone number and the county license. The chain collar (often referenced as a choke chain or training chain) will only be used to walk the Pet on a leash. A leash is required when the Pet is taken out in a public area which enforces a leash law, any area which requires total control over the Pet at all times, and any area which requires the Pet to be leashed at all times when walked in a residential area.

Transfer of Ownership

The Pet shall not be sold, given to, or adopted to anyone else, nor shall there be any transfer of ownership of any firm, corporation, or organization of other homeless animals, such as another rescue facility, or research facility. The Pet adopted from rescuer must be returned to rescuer if for any reason the adopter can no longer keep it. Violation of this agreement will result in court cost and attorney fees payable by adopter if necessary for the rescuer to redeem the Pet.

Training

The adopter promises that under no circumstances will the Pet be trained to develop a dual personality, as defined: no protection, attack, or guard Pet, training is permitted.

The Pet will not be encouraged to show any aggressive or agitated behavior. The Pet will be a family member only and only participate in good citizen, basic obedience, search and rescue, therapy Pet training, or service Pet training. The Pet will not be maintained as property or for the purpose of being a deterrent due to size, appearance, or display and encouragement of territorial behavior.

Environment

The Pet shall reside indoors, in the adopter's home, and live as a family member and companion only. The Pet will not be kept outdoors during the adopter's working hours, or at any other time left alone outdoors while the adopter is not home. The Pet may be confined to a room such as a bedroom or basement or any other room of adequate size and protected from the elements of weather. The adopter is not to expose the Pet to harmful objects, poisons, or other living creatures that may endanger the Pet's life. The Pet may be crated for not longer than eight(8) hours in a twenty-four(24) hour period of time. The crate must be large enough for the Pet to stand up in, and turn around in as well as having the proper floor of the crate for the Pet to lie comfortably on it's side. An outside shelter such as a Pet house is not acceptable as residence but can be used only when needed in extreme heat, cold, or rain when the Pet is let out into the yard for short periods of time and only when the adopter is at home.

Heath Program

The Pet shall also have yearly booster shots of DHLPP and bordetella. The Pet shall be kept on heartworm preventive. The Pet when adopted will be seen by a Veterinarian within ten(10) days of the adoption date to get a fecal test done to be sure the Pet is free of parasites. Rescuer reserves the right to check with the Veterinarian at anytime to verify that all the basic health requirements are being done. Renewal of rabies vaccine is required by law and therefore by the terms of this contract. The Pet must be taken to a vet within 10 days of adoption. Adopter agrees to administer any and all medicine that the Pet may need. Failure to comply will result in rescuer taking possession of the Pet.

Important Notice Temperament

Rescuer makes no explicit or implicit guarantees in reference to the heath and/or temperament of the Pet. The Pet is adopted "as is" and the adopter assumes all responsibility for treatment of any and all existing conditions or any other conditions of physical or temperament changes that may occur. While the rescuer makes every effort to place only healthy animals, the rescuer cannot guarantee the heath of any animal and shall not be held responsible for any medical expenses which may be incurred, hereby expressly excluding any implied or express warranties of merchantability or fitness for any particular purpose, including, without limitations, any warranties regarding heath, temperament or whether the animal is housebroken.

Remedy for Non-compliance

It is agreed that rescuer shall retain superior title in said animal limited to and for the express purpose of assuring the animal's well-being and only exercise its superior claim in the event it appears to recuer that the proper and humane care as specified in the above adoption provision is not being afforded said animal, in which case the animal may be taken through claim and delivery proceeding. The adopter further agrees that if there is any breach or default of the terms of this contract and the Pet must be redeemed through a claim and delivery service, that the adopter will be held liable for all court costs and fees for the adopter's attorney and for rescuer's attorney. Adopter will also be liable for a fine of \$500.00. This been read to the adopter and explained to the adopter. The adopter has read this, understands and agrees to this and is signing this contract.

Cosmetic Surgery

Unless directed by a licensed veterinarian for reasons related to the heath and welfare of the Pet, cosmetic surgery will not be performed under any circumstances, including but not limited to tail docking or ear cropping.

Transportation

The Pet will not ride in the back of a pickup truck under any circumstances including those such as in a cage/kennel, or tied. The Pet shall not remain in any vehicle in extreme heat, with windows down or unattended for any amount of time.

Adequate Fencing

The adopter agrees that the definition of adequate fence is a fence that encloses a yard or a large pen, larger than the outdoor kennels. An adequate fence is one that prevents the Pet within to go out of the area by jumping, digging, or exiting through gates not properly secured. The fence will prevent any other animal from entering the property the Pet lives on and will be secure enough to prevent intruders or small children from easily gaining entry. The adequate fence does not include a split rail, electric, or invisible fence. A shock or electric collar is not acceptable. A kennel environment is not acceptable for housing, safety, or the emotional well being of the Pet. If the Pet should be able to jump over, or dig under the fence it is no longer an adequate fence and must be repaired by raising it to six(6) feet or sealing any and all spots immediately. This decision on whether a home is adequately fenced will be made by rescuer, not the adopter. While the fence is not serving the purpose the adopter shall not leave the Pet unattended in the yard at any time.

Rescuer's Reservation Of Rights

Rescuer reserves the right to follow up on this adoption to inspect the animal and where the animal is kept for the sole purpose of determining compliance with the terms of the contract by making a personal visit to the premises of the adopter at anytime during the entire life span of the Pet. If the terms and conditions of his contract are not upheld by the adopter and/or any misrepresentations have been made to by the adopter, rescuer reserves the right to terminate this contract and the adopters will agree to allow a representative of rescuer to claim the Pet without notice or refund. The adopter further agrees to pay liquidated damages in the amount of fifty dollars per day for every day that the adopter fails to comply with the agreement terms or willingly surrender the Pet at the time the incident has become knowledge to rescuer. Rescuer's reservation of rights also includes not adopting a Pet into an area or environment that may endanger the life of the Pet, which includes relocating with the Pet after the adoption agreement. If the Pet becomes lost, seriously injured, and/or permanently disfigured, or for any reason the Pet dies the rescuer must be notified immediately. **The Pet is not to be euthanized without first consulting with rescuer, unless it is an emergency and the Pet cannot be helped. If it is not and the Pet could be helped you must give the rescuer the option of taking the Pet and treating it.**

Adopters Acknowledgement of Terms

I hereby acknowledge receipt of the above describe animal and therefore agree to the following terms:
The Pet will not be chained to a Pethouse or chained outside to any type of object or outbuilding. The Pet is not to live in a garage, Pethouse, or any outbuilding.

Shelter from weather must be provided for the Pet at any time that the Pet is outside if the weather is extreme heat, extreme cold, or any other weather conditions that may endanger the health of the Pet. The Pet is not to remain solely in a crate while indoors, only while the adopter is not at home, if at all, and not more than eight(8) hours a day.

While the adopter is at home, the Pet is not to remain solely in one room, not to be confined to either a crate or a room, and must have free roam of the house as a family member.

The Pet is not to be left with small children at anytime when unattended by an adult. The adopter must provide rescuer with the name of the veterinarian the Pet will use.

The Pet shall not be trained, encouraged, nor misrepresented for the purpose of protection, aggression, or aggravated display of behavior.

The Pet is to have adequate food, water and shelter at all times.

The adopter shall refrain from physical abuse of the animal and from otherwise treating the animal in an inhumane manner.

Change of Address and Notification

The adopter agrees to notify no more than ten(10) days prior to change of address, change of environment that will affect the Pet or any incident involving animal control and/or complaints arising from said ownership of the Pet.

Costs of Enforcement

Should it become necessary to take action to recover an adopted Pet or otherwise enforce the provisions of the adoption contract agreement, the undersigned adopter(s) will be responsible for all court costs and all attorney fees representing either the adopter or rescuer.

Known Health Problems _____

Right of Ownership

The Pet adopted from rescuer is "sole property" of rescuer and has been surrendered as such by private owners or animal facilities that have signed a statement agreeing that the above mentioned Pet is not owned property of any other person, firm or organization. Rescuer shall not be held liable, charged for any misrepresentation unknown to this rescuer.

Signed This _____ **Day of** _____, **20** ____.

Adopter Signature(s) _____

Adopter's Address: _____

Home Phone: _____

Work Phone: _____

Drivers license Number: Issuing State: _____

Date of Birth: _____

Rescuer's Signature: _____

Rescue Agency: WAGGIN' TAILS

Rescue Address: P.O. Box 257
Brodheadsville, PA 18322

Rescuer's Phone: 570-992-4185