

## **Shelter Animals Rescue Group Adoption Terms and Conditions**

In this document, the Applicant(s) will be referred to as the ADOPTER or I/We, and Shelter Animals Rescue Group (SARG, Inc.) will be referred to as SARG.

The ADOPTER assumes full responsibility of the animal, including but not limited to food bills, health care and general well-being.

The ADOPTER agrees to contact SARG if the animal is lost for more than 24 hours or is stolen.

The ADOPTER agrees to allow SARG to periodically check to confirm the animal's acceptance of the new environment and family and to ensure compliance with all Adoption Agreement conditions. This may include a home visit. SARG retains the right to visit and examine the animal at any time. SARG also retains the right to reclaim an animal when warranted because of neglect, abuse, inadequate home or veterinary care or breach of contract. The ADOPTER agrees to relinquish custody of an animal to SARG immediately upon request without legal writ or order until the situation warranting the reclamation is rectified.

The ADOPTER must notify SARG if at any time or for any reason the ADOPTER cannot keep the animal, and must return the animal to SARG rather than transferring it to another household or surrendering it to a shelter. If the ADOPTER must return the animal to SARG, he/she agrees to give SARG one week's notice, so that a place can be found for the animal, or to pay the cost of a week's boarding kennel fees. The ADOPTER returning an animal to SARG must provide proof that the animal is current on vaccinations, or must pay the cost of bringing the vaccinations up to date. If the animal is a dog, the vaccinations must include kennel cough; and there must be proof the animal has received regular heartworm preventative. Otherwise, the ADOPTER will also be responsible for the cost of a heartworm test.

The ADOPTER agrees that this animal will not be acquired as a surprise gift.

The ADOPTER agrees that the animal will be kept as a house pet, not a kennel animal. Although a fenced yard is not required, a dog will be placed in a safe environment when left at home alone. Tie-outs are not substitutes for a fenced yard or run. SARG does not recommend the use of invisible fencing.

The ADOPTER will provide the animal with a current license according to state and federal laws.

A collar with appropriate license, rabies, and identification tags (ADOPTER's address and/or telephone number), must be worn outside. For dogs, choke collars are acceptable ONLY when the ADOPTER is involved with the dog in a training session.

The ADOPTER agrees to notify SARG of any change in address or phone number.

The ADOPTER agrees the animal will not be transported in the back of an open vehicle such as a pick-up truck.

The ADOPTER agrees to provide quality veterinary care for animals including, but not limited to, an annual DHLPP booster and regular rabies vaccination for dogs. A Dog must be tested annually for heartworm and kept on heartworm preventative as advised by the veterinarian. Cat annual care include rabies vaccination, FVRCP

and feline leukemia booster. (Booster given after initial series of three immunizations).

The ADOPTER agrees to seek prompt veterinary care when indicated by symptoms or an emergency. SARG is available for consultation, advice and assistance in this and all other areas pertaining to the health, training, compatibility, etc., of the adopted animal.

Puppies and kittens too young to be altered at the time of adoption shall have the spay/neuter operation performed at SARG expense by a SARG-approved veterinarian at an appropriate age.

If euthanasia becomes necessary, the ADOPTER agrees to have a licensed veterinarian perform this service in a veterinary clinic, and not at an animal shelter.

The ADOPTER will notify SARG in the event the animal dies, whether by euthanasia, accident, illness, or natural causes.

I/We understand there are costs involved in maintaining an animal and hereby assume full responsibility for food bills, health care and licensing of any animal adopted from SARG.

I/We understand that animals may carry diseases and parasites that may be transmissible to humans. I/We understand that these zoonotic diseases may be transmitted to anyone, but people with suppressed immune systems (due to an immune disorder, cancer treatment, organ transplantation. etc.) are at greatest risk, and I/we hold SARG harmless.

Should it be necessary for SARG to take legal action to recover this adopted animal or otherwise enforce provisions in this agreement, I/we agree to pay all court costs and legal fees.

I/We agree SARG shall not be responsible for any and all damage costs or expenses, liquidated or otherwise, incurred by the ADOPTER/buyer resulting from a placement including but not limited to damage or injury to persons or property by the animal and in this connection, the ADOPTER/buyer releases, indemnifies and holds SARG harmless from any and all liability of any and every nature and cause directly or indirectly relating to this placement.

I/We hereby forever release, discharge and covenant to hold harmless SARG and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns from any and all claims, damages, costs, expenses, loss of services, actions and causes of action belonging to the said ADOPTER(s) arising out of any act or occurrence for the present time and particularly on account of the adoption of an animal.

To procure the payment of said sum, the ADOPTER(s) hereby declare(s) that no representations about the nature of the animal or any representation regarding the nature and extent of legal liability or financial responsibility have induced the ADOPTER(s) to make this release and indemnity agreement.

I/We have read and understand all the terms of this adoption and agree to abide by all the terms and conditions stated above.

The ADOPTER(s) affirm that the animal will be a companion animal, not used for hunting or fighting, or treated in such a way as to promote aggressive behavior.

Any changes or additional terms to these Terms and Conditions must be in the form of an Addendum and signed by all parties.

If any provision of the Agreement is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

I/We understand that this animal was previously unwanted or lost and may have been rescued by SARG from a dangerous, unhealthy, and/or cruel situation. This could have long-lasting effects on the animal. I/We agree that SARG makes no representations or warranties about the condition, personality, or temperament of the animal. I/WE understand that any animal may be prone to medical or genetic conditions not readily evident.

SARG and its representatives accept no responsibility for damage or injury caused by any animal adopted.

I/we attest that the information provided on this application is true and accurate to the best of my/our knowledge.

The entire Agreement between the parties is contained herein.

Each clause, and the Terms and Conditions of Adoption in its entirety, have been read and understood by me/us. By signing this document I/we agree to adhere to the Terms and Conditions of the contract. I/we am/are signing of my/our own free will and not under duress of any kind. I/We affirm I/we have never been charged with animal cruelty, and am/are not an animal dealer or broker.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_