

Sample Pet Adoption Agreement

Adopter _____ Animal Name _____

Address _____ City _____ State _____ Zip _____

Home/Cell Phone _____ Email Address _____

Animal ID# _____ Microchip # _____ Approx. DOB _____

Sex _____ Breed Guess _____ Color _____

1. I hereby acknowledge, as consideration for entering into this agreement, receiving the above-described animal.
2. I agree to provide the animal clean water, high-quality food, adequate shelter, and kind treatment at all times.
3. I agree to take the animal to a veterinarian for examinations and immunizations as needed, and to procure immediate veterinary care at my own expense should the animal become ill or injured.
4. I agree to pay a \$75 fully refundable deposit to [insert name of rescue/shelter] guaranteeing that I will spay/neuter any unaltered animal by the date specified herein. I understand that failure to provide documentation of spay/neuter to [insert name of rescue/shelter] by the required date will be deemed a material breach of this agreement. ***Spay/Neuter required within the following timeframe:***
_____ to _____.
5. I agree to license the animal in compliance with the laws and ordinances in force where I reside.
6. I agree I will not allow the animal to be used for medical or experimental purposes.
7. I agree to notify [insert rescue/shelter name here] if I decide at any time that I cannot keep the animal and will not surrender the animal to a shelter or abandon the animal without first making every attempt to notify [insert rescue/shelter name here]. I agree that if I rehome the animal, I will contact [insert rescue/shelter name here] with the new owner's updated information. **I understand that, if I dispose of the animal in a manner not in compliance with this paragraph, it constitutes a material breach of this Agreement and in the event of any material breach, [insert rescue/shelter name] will be entitled to a payment by me of Five Hundred Dollars and no cents (\$500.00) as a liquidated damage and not as a penalty; I also agree to compensate [insert rescue/shelter name] for all expenses incurred by [insert rescue/shelter name] arising out of any material breach, including (not limited to) filing fees, court costs, and attorney fees.** I understand that returning the animal to [insert rescue/shelter name] may take 4-6 weeks and that I am responsible for costs associated with boarding the animal in the interim.
8. I agree that if I have adopted a dog, s/he must live primarily indoors and NOT be left outside, even in a fenced yard, for extended periods unsupervised. If I do not have a fenced yard, the dog will be taken outside on a leash on a regular basis for exercise and elimination needs.

Refund: A full refund of the adoption fee will be made if the adopter contacts [insert rescue/shelter name here] directly within a specified trial period time frame of _____.

General Release: I agree to adopt the animal from [insert rescue/shelter name] under the terms of this Agreement. I acknowledge that live animals are unpredictable and that [insert rescue/shelter name], its past, current, and future board members, fosters, volunteers, agents, donors, and any partners, associates, attorneys, and any other related people or entities (collectively, "released parties") cannot and have not guaranteed the health, age, temperament, breed, behavior, training, or any other condition or characteristic of the animal. **I understand that the animal may over time exhibit traits that may or may not be apparent at adoption and that none of the released parties can or has guaranteed anything about the animal's breed.** I release each and all of the released parties from all claims or liability relating to any alleged erroneous statements about the animal and all other claims or liability related in any way to the animal once s/he is in my possession. I agree to indemnify the released parties for any liability or claims relating in any way to the animal and arising from events at or after the time s/he enters my possession.

Remedies for Non-Compliance: I agree that [insert rescue/shelter name] retains title in the animal strictly limited to and for the sole purpose of ensuring the animal's well-being. [insert rescue/shelter name] will only exercise its superior claim if it appears, in the sole discretion of the [insert rescue/shelter name] Board, that the proper humane care as specified above is not being afforded the animal. Should the Board make such a determination, it may reclaim the animal through a Claim and Delivery proceeding or any other lawful means. I also agree to the liquidated damages provision in paragraph No. 8 and to pay all costs and attorney fees if I am found in violation of any provision of the contract by a court of competent jurisdiction.

Full Agreement: This Agreement sets forth the entire Agreement between the Parties and fully supersedes any and all prior conversations, agreements, or understandings between the Parties pertaining to the animal. This Agreement may only be modified by a writing executed by me and a [insert rescue/shelter name] Board member, such as the Training Addendum.

Signature of Adopter _____ Date _____

Signature of [insert rescue/shelter name] Representative _____ Date _____

Payment: ☐ Cash ☐ Check No. _____

Adoption Fee \$_____ Refundable Spay/Neuter Deposit \$_____ **Total Received \$_____**