

Bird Number (Beak n Wings only) _____

ADOPTION CONTRACT

Beak n Wings, Inc., agrees to provide for the adoption of, and adopter agrees to adopt the animal described above (“animal”) according to the terms and conditions set forth herein:

The animal you are adopting has been surrendered, abandoned, or in some was displaced. It may have been abused or neglected. There may only be limited, if any, information available to you. Beak n Wings, Inc. does not guarantee, nor is it responsible for the temperament or health of this animal, other than as is separately set forth in this contract. There will be an adjustment period. Remember to be patient, consistent and understanding.

• **REQUIRED:**

- Bird’s Name: _____
- Sex of bird: M F Unknown Species: _____
- This contract is entered into on the _____ day of _____, 20 _____
- By Beak n Wings, Inc., (BNW”) and (adopter name) _____

1. **Initial** _____ Adopter agrees to accept that this animal will NOT be used for breeding at any time under any circumstances for the life of the bird.

2. **Initial** _____ Adopter agrees to have this animal checked by a licensed veterinarian specializing in Avian Medicine, within ten (10) days of adoption. If the veterinarian finds any life-threatening condition within ten (10) days of adoption, adopter may return this animal to Beak n Wings for a refund (**veterinarian statement must be presented**) of the adoption fee. Beak n Wings will **NOT** refund any veterinary expenses. Said bird must be returned to Beak n Wings within ten (10) days of signing this contract.

3. **Initial** _____ Adopter understands that avian medicine is a relatively new discipline, and that it is possible for a bird to be a carrier of, or infected with a disease that is undetectable using the current tests and tools available to avian veterinarians. Beak n Wings is NOT responsible for any incidence of disease in the adopted bird detected or diagnosed more than five (5) days after the adoption. Beak n Wings is NOT responsible for any incidence of disease in other birds in adopter’s home detected or diagnosed any time after adoption of a bird from Beak n Wings, Inc

4. **Initial** _____ Adopter understands that it is his/her responsibility to quarantine any adoption bird brought into his/her home for NOT less than ninety (90) days, or as is recommended by an avian veterinarian treating any other birds in adopter’s home. Adopter understands, however, that no period of quarantine can insure against the spread of any disease.

5. **Initial** _____ Adopter shall allow Beak n Wings, Inc., the right to examine and make inquiry about this animal at any reasonable time (two or more visits a year). Adopter shall return this animal to Beak n Wings if Beak n Wings determines that this animal is NOT receiving proper care for two (2) years, **NOT** limited to two (2) years.

6. **Initial** _____ Adopter agrees that, If at any time Adopter is unable to keep this animal, adopter shall contact Beak n Wings, Inc. for its sole determination as to disposition of this animal. Adoption fees are NOT refundable under any circumstances, except as provided in paragraph 2 of this adoption contract.

7. **Initial** _____ Adopter agrees that said bird will NOT be sold, traded, bread or given away for the life of the bird. Adopter may surrender said bird back to Beak n Wings. At which point the adopter is unable to care for said bird for what ever reason. No refunds will be given on any adoption.

8. **Initial** _____ I understand that I may arrange a payment plan between myself and Beak n Wings providing the adoption fee exceed \$400.00. I further more agree to apply half of the adoption fee at signing of this contract and I agree to send in a minimum of \$50.00 month to Beak n Wings until the adoption fee is paid in full. I understand that if I miss my payments for 60 days or longer Beak n Wings will take the bird back and I will forfeit any money I have paid. I agree to keep Beak n Wings informed of any changes in my address or phone number until my payments have been made in full. Failure to notify Beak n Wings within 14 days of relocation will be considered theft and is punishable by law.

9. **Initial** _____ Adopter promises to comply with the laws and ordinances enforced in the state and municipality in which adopter resides.

10. **Initial** _____ Adopter **must** agree to attend Beak n Wings, Inc. Training class on “Basic Bird Care” (video or live) within ninety (90) days of adoption. If adopter refuses or fails to attend the training class after taking position of the adopted bird, said bird shall be returned to Beak n Wings. No refund shall be given due to returning of said bird due to failure to attend the training class. The training class is a **ONE** time class.

11. **Initial** _____ I have carefully read the foregoing, and I understand that together they constitute a disclaimer of liability by charity and a release of all claims by me. I understand that I assume all risks inherent in my decision to adopt and animal from charity and any related activities. I voluntarily sign below to evidence my acceptance of the above provisions.

12. **Initial** _____ I acknowledge that, due to the unpredictable nature of animals, certain risks and dangers may occur while caring for an animal, including risks of injury to person and property, and that I have voluntarily agreed to make the adoption contemplated herein with full knowledge of such risks and hereby voluntarily assume all of such risks.

13. **Initial** _____ Failure to comply with paragraph Numbers 1, 2, 3 6, 7, 8, and 10 of this contract constitutes a breach of this contract for which the adopter agrees to pay liquidated damages of One Thousand Dollars (\$1,000.00) and/or return of the animal to Beak n Wings, Inc. Adopter agrees to pay reasonable attorney’s fees and court costs in the event this matter is referred to an attorney for legal action.

14. **Initial** _____ I, as Adopter of this Animal, certify that I have never been charged with or convicted of animal abuse or neglect in Kansas, Missouri or in any other state. I certify that no one in the household where this Animal will reside has been charged with or convicted of animal abuse or neglect in Kansas, Missouri or any other state.

15 **Initial** _____ I understand that if I pay by check I will have to wait until my check clears before I may take possession of said adopted bird.

16 **Initial** _____ I understand that if I pay by cash, money order, cashiers check or credit card I may take possession of the adopted bird at time of signing.

17 **Initial** _____ I understand, and agree to pay a \$30.00 service charge on any and all insufficient funds (**NSF**) on checks I have written to Beak n wings.

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I have attended the "Basic Bird Care" class
Date attended _____ Initials _____
I agree to attend a Beak nWings training class within the
next 90 days Initials _____

Adoption fee \$ _____
Cage \$ _____
Sub Total \$ _____
Total due \$ _____

A payment schedule is attached
and is part of this agreement
 Yes No

There will be a \$30.00
charge for all returned
checks

Initial _____ I agree that I will not make any claims against, sue or attach any property of Charity, its directors, officers, agents, employees and/or volunteers for any injury or damage caused by any animal(s) adopted from Charity.

I understand and agree to the above terms. I understand and agree to be legally bound by its provisions. If, at any time, I am unable to care for the animal according to the conditions stated above, I will allow Beak n Wings, Inc. to resume ownership of the animal or find an alternative solution. I understand that if I knowingly fail to comply with the above terms, or in any way put the animal in a situation which endangers it's health, Beak n Wings, Inc. may take appropriate action, including taking the pet from my passion and/ or legal action against me.

Contact Information:

Date submitting contract _____

Adopter's Signature _____

Adopter's Name (print) _____

Address _____

City _____ State _____ Zip Code _____

Home Phone _____ Work/Cell _____

Email address: _____

Beak n Wings Representative Signature _____
Print Name _____
Date: _____

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