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## ANIMALS CAN'T TALK RESCUE AND ADOPTION, INC. (ACT) APPLICATION AND ADOPTION CONTRACT

Applicant name: \_\_\_\_\_

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

Home phone: \_\_\_\_\_

How long at this Residence: \_\_\_\_\_ Driver's license No. \_\_\_\_\_

E-mail: \_\_\_\_\_

Do you have other pets? \_\_\_\_\_ What are their names? \_\_\_\_\_

Are all your pets spayed/neutered? \_\_\_\_\_ If no, why not? \_\_\_\_\_

Have you ever surrendered your pet to a shelter? \_\_\_\_\_ If yes, why? \_\_\_\_\_

Have you ever given a pet away? \_\_\_\_\_ If yes, why? \_\_\_\_\_

Has anyone in your household ever been convicted of an animal-related charge? \_\_\_\_\_

If you rent, will your landlord provide written permission for a pet? \_\_\_\_\_ If yes, please provide name and number of landlord: \_\_\_\_\_

Do you have a fenced in yard? \_\_\_\_\_

Who is your vet (Name and Number)? \_\_\_\_\_

Please name 2 references with telephone numbers:

\_\_\_\_\_

Name of dog/puppy you wish to adopt: \_\_\_\_\_

The dog/puppy you are adopting is spayed/neutered and up-to-date with shots.

### ADOPTER'S AGREEMENT

- I agree that the animal is being adopted for myself and will not be sold, adopted, or given to another party. \_\_\_\_\_ (initial)
- I agree that the animal will not be allowed outdoors without proper supervision. When taking my dog outdoors, they will be on a secure harness/lead and wear proper ID. \_\_\_\_\_ (initial)
- I agree that this dog is to be a companion animal, not a guard dog. The dog will live inside my home, not outdoors. \_\_\_\_\_ (initial)
- I agree that this dog will not be kept living on a chain at any point. \_\_\_\_\_ (initial)

- I agree to care for the animal in a humane manner and be a responsible animal guardian. This includes supplying adequate food, water, shelter, attention, and medical care. \_\_\_\_\_ (initial)
- I agree to making sure this dog is kept on flea and tick medication to prevent exposure to Lyme Disease and kept on monthly Heartworm Preventative (both of which can be obtained form a vet or purchased online) \_\_\_\_\_
- I understand and agree that ACT makes no guarantees about the animal's temperament and is not responsible for future damages or injuries caused by the animal. \_\_\_\_\_ (initial)
- I give the current rescue permission to call my home and or visit my home to assure that the animal is being properly treated and cared for. \_\_\_\_\_ (initial)
- I agree to keep the rescue informed of my current home address and phone number. \_\_\_\_\_ (initial)
- I agree to that if the dog were ever lost, that I would contact ACT immediately to assist in recovery of lost dog and to visit surrounding animals shelters, local police stations, local veterinarians and to advertise in at least one local newspaper/publication for at least 3 days. \_\_\_\_\_ (initial)
- **I agree that if at any point I can not keep this dog for any reason, I will return him/her to the original rep from ACT.** \_\_\_\_\_ (initial)

This adoption contract is entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between ACT and

Adopter's Full Name (Print)\_\_\_\_\_

Adopter's Signature \_\_\_\_\_

ACT's Rep. information

Representative's Full Name (Print)\_\_\_\_\_

Rep.'s Contact Information:

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

\_\_\_\_\_

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

E-mail:\_\_\_\_\_

Rep.'s Signature \_\_\_\_\_

If Adopter fails to keep Dog in accordance with the terms of this Agreement, ACT may retake custody of Dog without recourse by Adopter; and that all information contained on Adopter's Adoption application is true and correct. If any information contained on Adopter's Adoption application is untrue, Adopter expressly agrees that ACT may retake custody of Dog without recourse by Adopter.

ADOPTER UNDERSTANDS THAT RESCUER MAKES NO WARRANTIES (EXPRESS OR IMPLIED) OR REPRESENTATIONS AS TO THE HEALTH, FITNESS OR Demeanor AND ACCEPTS DOG "AS IS." BECAUSE OF THIS, ADOPTER UNDERSTANDS THAT RESCUER AND ACT (AND ITS OFFICERS, BOARD OF DIRECTORS AND MEMBERS) ACCEPT NO RESPONSIBILITY IF DOG SHOULD DOG CAUSE HARM TO PERSONS OR DAMAGE TO PROPERTY AFTER BEING RELEASED INTO ADOPTER'S CUSTODY. ADOPTER EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RESCUER AND (AND ITS OFFICERS, BOARD OF DIRECTORS AND MEMBERS) FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE RELEASE OF DOG TO ADOPTER.