

## ADOPTION CONTRACT

In consideration of Licking County Humane Society (hereafter "LCHS") allowing the undersigned to adopt the pet described below, each of the undersigned promises and agrees to be solely responsible for this pet and to indemnify and hold harmless LCHS, its employees, officers, agents, volunteers, successors, and assigns, from any and all claims of liability for the conduct of this pet on or after the date of this adoption. It is hereby expressly acknowledged and understood that each pet has an individual history and temperament, not all of which can be known to LCHS. It is further acknowledged and understood that each and every pet has the ability to inflict injury, regardless of prior history, whether known or unknown. Although LCHS makes all reasonable efforts to ascertain the history and temperament of each pet, LCHS cannot and does not guarantee the temperament or history of any pet. By signing below, the undersigned hereby releases and forever discharges LCHS, its employees, officers, agents, volunteers, successors, and assigns, from any and all liability for injuries, damages, or losses, in law or in equity, incurred as a result of any pet placed by LCHS, whether as a result of physical or emotional injury, property damage, economic damage, or any other damages whatsoever. It is expressly understood and agreed that this Release is intended to cover, and does cover, not only present injuries, losses, and damages but any future injuries, damages, or losses not now known or anticipated, but which may later develop or be discovered, including all of the effects and consequences thereof.

Each of the undersigned agrees to all the terms and conditions set forth within this adoption agreement, and confirms that the information provided by the undersigned in connection herewith is complete and correct to the best of the undersigned's knowledge. It is agreed that the adoption fee shall be \$ \_\_\_\_\_. The spay/neuter deposit fee is \$ \_\_\_\_\_.

Pet's Name: \_\_\_\_\_ ID Number: \_\_\_\_\_ Canine: \_\_\_\_\_ Feline: \_\_\_\_\_ Gender: \_\_\_\_\_

Description: \_\_\_\_\_

Specific behavior notification: \_\_\_\_\_

Each of the undersigned understands that non-compliance with the terms and conditions of this agreement or misstatement of facts by the undersigned in connection herewith shall entitle LCHS to reclaim the pet with no refund due to, or recourse on the part of, the undersigned.

All litigation, arbitration, or other legal proceedings regarding this adoption shall take place in Licking County, Ohio. Each of the undersigned further agrees that should any such legal action be resolved in favor of LCHS, the undersigned will reimburse LCHS for attorney's fees and expenses incurred in connection therewith.

### ADDITIONAL TERMS AND CONDITIONS

This Adoption Contract is subject to the following terms and conditions. Please initial each line to confirm that you understand the terms and conditions of this Adoption Contract:

\_\_\_\_ 1. Each of the undersigned agrees that the pet will be kept only as a domesticated house pet. Dogs will be kept indoors except for periods of exercise in a fenced yard or on a leash. Cats will not be allowed outside unless it is leashed on a safe cat harness or an enclosed cat run or cat-proof fenced yard. Providing cat-safe breakaway collars and ID for your cat is highly recommended in the case of an escape from your home.

\_\_\_\_\_2. Each of the undersigned agrees to provide the pet with proper food, fresh water, and kind treatment at all times.

\_\_\_\_\_3. If the pet is a dog, each of the undersigned agrees to keep a secure collar with an identification tag on the pet at all times, the identification tag to include the owner's contact phone number.

\_\_\_\_\_4. If the animal adopted is under six (6) months, it is understood and agreed that LCHS requires a deposit for spay or neuter. On the prescheduled date, the animal will be taken to the veterinarian recommended by LCHS for spay/neuter. LCHS will pay the spay/neuter fee for the recommended veterinarian. The undersigned adopter may use a veterinarian of his/her choice, but then must pay for the spay/neuter. Once proof of spay/neuter is presented to LCHS, the deposit will be refunded. If proof of spay/neuter is not provided to LCHS within six (6) months of the date this Adoption Contract is signed by the adopter, the deposit shall be forfeited to LCHS. **Failure to follow through with spay/neuter will result in the adopter violating this contract and the animal must be relinquished to LCHS.** It is further agreed that kittens and puppies must be kept current with all vaccinations in order that spay/neuter is not delayed. The veterinarian may offer additional services at the time of spay and neuter. If the owner chooses to have these services, the cost will be the responsibility of the owner and not of LCHS.

\_\_\_\_\_5. **Each of the undersigned agrees to have their pet examined by their veterinarian within 14 days of adoption.** Medical records for the animal will be provided at the time of the adoption and should be shared with the established veterinarian clinic for review. Each of the undersigned agrees to provide proper veterinary care for the pet, including, but not limited to, annual rabies vaccinations and immediate veterinary care in the event the pet becomes ill or is injured. If the adopted pet is a dog, the undersigned shall give heartworm prevention medication as required or recommended by the veterinarian. Flea and tick preventatives for both cats and dogs are advised.

\_\_\_\_\_6. Each of the undersigned grants LCHS the right to make periodic visits to the premises where the animal is to be kept for purposes of checking on the health and general welfare of the pet and to verify that the pet has been spayed or neutered in accordance with the terms of this agreement.

\_\_\_\_\_7. Each of the undersigned represents that all family members have agreed to the adoption of the pet and that all family members will abide by the terms of this agreement. Each of the undersigned further represents that he/she is eighteen years of age or older.

\_\_\_\_\_8. Each of the undersigned represents that he/she has never been subject to legal action for cruelty to or neglect of animals. Each of the undersigned further represents that he/she has never owned an animal that has been confiscated by any animal control or humane organization for violations of state or local animal control regulations or animal adoption agreements.

\_\_\_\_\_9. If the pet will be kept in rental property, the undersigned shall provide to LCHS before the pet is released to the undersigned written permission from the landlord consenting to the pet adoption.

\_\_\_\_\_10. If for any reason none of the undersigned is able to provide care to the pet, the undersigned shall return the pet to LCHS. Each of the undersigned further agrees not to offer the pet for sale or give the pet to any third party without the prior written consent of LCHS. Each of the undersigned agrees that if an animal needs to be returned after adoption, vaccines must be current or there will be a surrender fee.

\_\_\_\_\_ 11. Each of the undersigned agrees to inform LCHS if he or she ever intends to euthanize the pet for any reason, other than for terminal illness or injury where it is inhumane to let the pet suffer. LCHS retains the right to take possession of the pet if it disagrees with the reason and/or decision.

\_\_\_\_\_ 12. Each of the undersigned agrees that under no circumstances will the pet be abandoned, sold, given away for experimentation, or used for pet or medical research, fighting, fight training, baiting, or related activities whether legal or illegal.

\_\_\_\_\_ 13. Each of the undersigned agrees that the pet shall not be used for protection training, for attack training, or as a guard pet.

\_\_\_\_\_ 14. Each of the undersigned agrees that LCHS shall have the right of immediate possession of the pet if any of the undersigned is/are successfully prosecuted for animal cruelty.

\_\_\_\_\_ 15. All cats and kittens are tested for FIV/feline leukemia upon acceptance. LCHS recommends that all new cats/kittens be re-tested six (6) months after the adoption as this test can show a false negative.

\_\_\_\_\_ 16. Each of the undersigned hereby declares that he/she is aware:

- (a) That animals are different from human beings in their responses to human actions;
- (b) That the actions of animals are often unpredictable;
- (c) That an animal's behavior may change after it leaves the shelter and accustoms itself to a home or other different environment; and
- (d) That LCHS makes no claims as to the temperament, health, or mental disposition of any pet put up for adoption.
- (e) That LCHS believes the animal to be healthy at the time of release. Any medical/behavioral expenses that arise once the animal leaves the premises are the responsibility of the adopter and not that of LCHS.**

\_\_\_\_\_ 17. The undersigned agree(s) to comply with all relevant municipal, county and state laws and ordinances related to the keeping of this pet. Each of the undersigned agrees to comply with all applicable laws pertaining to ownership or possession of the pet, including those laws requiring licensing of the pet. Each of the undersigned agrees to redeem the pet promptly if an animal control agency or rescue group recovers the pet.

\_\_\_\_\_ 18. The undersigned received and reviewed the article "Tips for the First 30 days of Adoption."

\_\_\_\_\_ 19. The undersigned agrees to allow the Licking County Humane Society and its authorized staff, vendors, agents, contractors, and/or employees, to use, publish, broadcast, re-use, re-publish, and/or rebroadcast my family's likeness, picture, image, voice, and/or other attributes as recorded or photographed today. By executing this release and waiver, I knowingly and purposefully waive my specific right to privacy, publicity, and all other rights pertaining to the use of my family picture, likeness, voice, and/or image. I understand and agree that no compensation of any sort is offered at this time nor will be in the future.

\_\_\_\_\_ 20. **Return Policy: If the owner must return the animal, their adoption fee will be refunded at 50% within the first 30 days. After 30 days, there is no refund of the adoption fee.**

\_\_\_\_\_21. Each of the undersigned acknowledges that he/she has received a copy of this Adoption Contract.

Each of the undersigned has read and hereby agrees to abide by all the terms and conditions of this Adoption Contract.

**THIS IS A BINDING CONTRACT, ENFORCEABLE BY LAW.**

**ADOPTER(S) SIGNATURE(S):** \_\_\_\_\_ **Date** \_\_\_\_\_

**ADOPTER(S) SIGNATURE(S):** \_\_\_\_\_ **Date** \_\_\_\_\_

**PRINT NAME(S)** \_\_\_\_\_

**Home Phone** (\_\_\_\_\_) \_\_\_\_\_ **Cell Phone** (\_\_\_\_\_) \_\_\_\_\_

**Work Phone** (\_\_\_\_\_) \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_ **ZIP:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**Are you over age 18?** \_\_\_\_\_

**ACCEPTED ON BEHALF OF LICKING COUNTY HUMANE SOCIETY BY:** \_\_\_\_\_