

OUR CRITTERS ADOPTION CONTRACT

THIS ADOPTION CONTRACT is made and entered on this day, _____, of _____ 2011 between Our Critters (herein after referred to as Rescue or Rescue Service), and _____ (herein after referred to as Adopter, whether one or more persons). WHEREAS, in order to protect abandoned dogs, the Rescue Service does accept for placement from individuals, animal shelters, humane societies and other persons and entities, dogs which are homeless, and WHEREAS, the Rescue Service does attempt to place such dogs where possible in suitable homes in consideration for the payment of a fee determined in each case. NOW, THEREFORE, it is agreed as follows:

1. Rescue Service does agree to place for adoption the following described dog (hereinafter referred to as Pet) with the Adopter:

Pet's Name:

Dog/Cat/Other (Please circle)

Age:

Sex:

Color:

Breed or Mixes there of:

2. Adopter agrees that the pet will be kept as a home companion and will share Adopter's home being given the same considerations, as would a human family member.

3. Adopter will not use, nor will he/she allow the pet to be used for any illegal purpose. Adopter agrees that the pet will not be attack or protection trained and will not be used for guard work in any commercial endeavor.

4. IF FOR ANY REASON ADOPTER IS UNABLE TO KEEP THIS DOG FOR ITS ENTIRE LIFE, ADOPTER MUST CONTACT BETTY Haynes OF OUR CRITTERS AND MAKE ARRANGEMENTS TO RETURN THE PET. ANY RETURNS WILL BE AT THE ADOPTER'S EXPENSE! ADOPTER AGREES NOT TO SELL, GIVE AWAY, OR DISPOSE OF THE DOG IN ANY OTHER MANNER (EXCEPT EUTHANASIA FOR MEDICAL REASONS AT THE ADVICE OF A LICENSED VETERINARIAN) WITHOUT PRIOR CONSENT IN WRITING OF BETTY HAYNES/OURCRITTERS.

5. It is expressly understood that the Rescue Service places the dog with no warranty as to the physical condition or temperament of the dog. ADOPTER ACCEPTS THIS DOG AS IS WITH ALL DEFECTS, EITHER OBSERVABLE OR UNOBSERVABLE, AND ASSUMES ALL RISK FOR SUCH DOG FROM THE DATE OF SIGNING OF THIS CONTRACT.

6. Adopter agrees to care for the dog in a humane manner, including but not limited to providing water, premium quality food, shelter, exercise and veterinary care, including annual inoculations, for the duration of said dog's life, all in a manner satisfactory to the Rescue Service.

7. Adopter agrees to provide monthly heartworm preventative to the dog on a year round basis.

8. Adopter agrees to provide a fenced enclosure appropriate for the size of Pet. When a fenced enclosure is not available the dog must be protected by being on a leash. A FENCED YARD IS NOT A REQUIREMENT!

10. Adopter agrees that at no time will the dog be transported in the open bed of a pickup truck, or left in a vehicle when the outside temperature exceeds 70 degrees Fahrenheit.

11. Adopter agrees to notify Rescue Service of any change of telephone number and/or address within two weeks of such change.

12. Adopter agrees to notify Rescue Service IMMEDIATELY by phone in the event the Pet is lost or stolen, and at the time of its death. Rescue Service reserves the right to request and receive a veterinarian's 'cause of death' statement in the event of the dog's death.

13. The Rescue Service has no knowledge of the temperament/behavior of the Pet.

14. Adopter assumes all responsibility for the Pet's actions after the effective date of this Adoption Contract as first set forth on page one. Adopter agrees to hold the Rescue Service and its Representative harmless from any and all liability associated with any illness of the Pet, or damage or injury caused hereafter by said dog.

15. Should Adopter breach any of the agreements contained in this Adoption Contract, the Rescue Service shall have the right to rescind this Adoption Contract and demand return of the Pet. Should Adopter fail to return the Pet the Rescue Service may seek an Order from a Court of competent jurisdiction for the return of said Pet in addition to any sum paid for the Pet pursuant to this Adoption Contract plus attorney's fees and court costs.

16. Adopter(s) pledge to give the new Pet a minimum of 1 month to adjust to the new home environment. If the adopter must return the Pet at anytime, they must allow RESCUE Service two weeks to find placement in a suitable foster home. During this two week period the adopter must foster the Pet, or pay boarding fees until the dog can be moved into the new placement OR Adopter must bring the Pet back to Betty Haynes/Our Critters at their own expense! In the event of a return, the adoption fee will be considered a donation and will not be refunded.

17: Adopter agrees to home visitations within the first year by a Representative of Rescue Service, if Rescue Service feels the need to verify the Pet is taken care of.

18: The typical characteristics and temperament of the pet have been explained to me.

A. I have been advised that the Pet can sometimes dig, chew, soil, an exhibit other undesirable traits unless properly supervised, confined, and trained. Proper training is a must.

B. I have been advised that the Pet may have been neglected, mistreated, or abused and that special care or precautions may be required.

C. I have been advised that the Pet will need time to adjust to new routines, new family and new surroundings. This adjustment period may be anywhere from a few days to several months. In addition, I/WE are aware that the Pet may need training in basic house manners(including potty training).

D. I agree to carefully introduce the new Pet to the existing dogs or cats. Coming to a new home is stressful for the new pet and existing pets. Careful introduction is a must. Your new pet needs time and space to adjust to the surroundings and your existing animals need to feel they are not being replaced or crowded. Introducing the new Pet can result in growling, barking, submissive urination and other undesirable behavior. Properly managing the introductions is therefore important.

19. Every effort is made to make sure that any Pet That is placed in rescue is thoroughly evaluated for it's temperament, health, physical soundness and over all adoptability before it is offered for adoption. However, Rescue Service/Our Critters/ Betty Haynes cannot and do not guarantee the health or temperament of said pet. We have no documentation on the actual breed unless otherwise provided. The cost for medical care after placement are the responsibility of the adopter(s). We strongly encourage you to consider insurance for your new pet.

20. It is further agreed that if the Adopter(s) fail to perform any of those acts which he/she has guaranteed to perform, that the Rescue Service may, at it's option, revoke this agreement and retake possession of the pet with the Adopter(s) forfeiting the any further right to the Pet. Adopting Party agrees to hold harmless and release Rescue Service/ Our Critters/ Betty Haynes and/or it's members, volunteers and other individuals working for and/or assisting with rescue from all liability, claims and/or causes of action arising from any acts, injury and/or occurrences engaged in and/or caused by the Pet subject to this agreement, as well as indemnification for damages, court costs, and/or attorney's fees incurred by the Rescue Service and/or it's members for any court proceedings relating to such matters.

21. Adopter assumes all responsibility for the Pet's actions from this point forward. Adopter agrees to hold the Rescue Service/Our Critters/Betty Haynes harmless from any and all liability associated with any illness of the Pet, or damage or injury caused hereafter by said Pet. All pets will be current on age appropriate vaccinations (**vaccines are either given by our vet or we do them ourselves**). All pets are de-wormed on a regular schedule, but we do not give any warranty that the pet is parasite free. All pets over 6 months old will be altered before they leave our rescue. All

dogs over 6 months old will be on heartworm preventive. **Any pet that is adopted under 6 months old, the adopter agrees to have altered at their own expense before the said pet reaches the age of 6 months old.** I request valid proof from the attending vet that the surgery was done. The only exception would be that it be medically necessary to wait. I would request proof of such claim by your vet. Failure to have the pet altered by the given date will result in revocation of this contract and we will be repossess the animal, whether it be by free will or court action.

22: Other fees that may or may not be associated with adoption of the said Pet.

A. Transport Fee will be \$75.00 per pet, for any pet adopted from us. The \$75.00 transport fee includes the health certificate issued by my vet no more than 48 hrs prior to transport. **All adoption fees and transport fees are non refundable.**

B: Normally we microchip our adopted pets. **If** your pet has been microchipped, you must register your information with the microchip company no more than 24hrs after your pet comes home. Information will be provided on how to do this. It only costs \$10.99 to do a one time registration. If you do not register your information and your pet gets lost the chip will do no good. Not registering your adopted pets microchip(if provided) is a direct violation of this contract!

All fees are payable in cash/check or money order at time of delivery OR they can be paid via PayPal prior to delivery of the pet. Our PayPal email address is info@techbydesign.org!

You agree that you are fully aware that any fees paid to Rescue Service/ Our Critters/Betty Haynes relating to adoption Or transport are non refundable!

Health Guarantee: No one can guarantee the health of any pet 100 % but, In the event that a pet purchased from our kennel dies WITHIN 7 DAYS of the date that you take physical possession of the pet and the death is due to neglect on our part, we will give you a pet of equal value FREE OF CHARGE when we have one available. If the pet dies, we require written and verifiable documentation from a licensed vet stating the cause of death. If you fail to provide the documentation to us within 48 hrs of the death, this offer is void and you forfeit any right to a replacement. We will not reimburse for vet bills or any other charges related to the pet after it leaves our care. Please sign your full name below, stating that you understand all the above.

Signature _____ Date _____

23. This contract is to be governed by the laws of the State of VA!

Signature of Adopter: _____
Date: _____
Street Address: _____
City: _____
State: _____
Home Phone: _____
Cell Phone _____
Mail Email Address _____
Alternate Email Address _____

Signature of Rescue Service Representative: _____
Date: _____

Our Critters/ Betty Haynes/or any representative of Our Critters, CANNOT VOUCH FOR THE TEMPERAMENT, HEALTH, OR LINE OF THE DOG, OTHER THAN STATED IN THIS CONTRACT, AS THE DOG MAY HAVE BEEN IN AN UNUSUAL SITUATION, AND IN MANY CASES WITHOUT HISTORY, AND MAY NOT SHOW ITS TRUE NATURE OR HEALTH FOR SOME TIME AFTER PLACEMENT.

Please return to: Our Critters
P.O Box 178, Ararat VA, 24053

Email: info@ourcritters.net website: www.ourcritters.net Phone: 276-698-2956