

# PAWS ACROSS PITTSBURGH

## ADOPTION CONTRACT



This contract is a written agreement to transfer ownership of: \_\_\_\_\_

Adopter Name (print): \_\_\_\_\_

Spouse/Partner Name: \_\_\_\_\_

Phone: (     ) \_\_\_\_\_ Email: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Dog/Cat/Other: \_\_\_\_\_ Gender: \_\_\_\_\_ DOB: \_\_\_\_\_

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

Altered Date: \_\_\_\_\_ Microchip Number: \_\_\_\_\_

**Adoption Donation:** To assist us in continuing our rescue work, Adopter agrees to pay a fee of \$ \_\_\_\_\_.

**Spay/Neuter:** All animals will be spayed/neutered prior to adoption being finalized.

**Care of the Animal:** You agree that this dog/cat is being adopted as a family member and will be given extensive house privileges; i.e. sleep inside the house, be allowed freedom of the house when the family is home, and will NOT be restricted to the yard at any time. You agree to provide the dog/cat with fresh water, wholesome food, adequate outdoor exercise, affection, and shelter. You also agree that the dog/cat will not be used as a guard animal, or for any purpose other than as a companion and friend to you and your family. No alteration to the animal's appearance is permitted (i.e. Docking of tails or ears, declawing cats).

**Veterinary Care:** The dog/cat will be examined by your licensed veterinarian within 14 days after adoption for animals under 6 months old, and within 60 days for animals over 6 months old. They will be provided with medical treatment as needed. You agree to keep all vaccination current, including but not limited to, Rabies, Distemper/Parvo (DHLPP), Bordetella, and to ensure the dog/cat receives preventative medication to protect against heartworm if necessary. You agree to provide the best available care to the dog/cat in a timely manner. Any veterinary problems that may arise, including serious illness requiring emergency care or surgery is your responsibility and you are responsible for all related costs. **If you are not able to afford this veterinary care, you must contact Paws Across Pittsburgh immediately.**

**Adopter's Initials:** \_\_\_\_\_

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**Obedience Training:** One of the most important things to do with your new dog is to enroll in an obedience class and we strongly recommend Force-Free Training techniques. We can provide a list of trainers that may be close to you.

**Safe Environment:** Where applicable, adopter will provide a secure fenced yard, with ample room for outdoor exercise. You agree to make any necessary repairs prior to allowing Adoptee access to the yard and agree to maintain the security of the fencing now and in the future. Adopter agrees to never leave the Adoptee unattended outside for more than play or potty time and to never abandon the animal to fend for itself under any circumstances. Adopter will provide a safe environment including screens on windows (mainly in the case of a cat adoption). If Adoptee is a kitten, toilet lids will be kept closed. No animal will be placed in a home where resident animals are not up to date on their immunizations and not spayed/neutered. A cat will not be placed in a home where other cats have not been spayed/neutered or tested for FIV/LUK. NOTE: Many pets are sensitive and scared of loud noises, and you hereby agree to keep the Adoptee indoors or in a safe and secure environment on holidays such as July 4th and New Year's Eve. ID/Collar/Leash: Adopter agrees that dog/cat will wear an ID tag. All animals will be microchipped prior to adoption being finalized. Adopter agrees that dog will wear collar and leash when in public and unfenced areas. PAP recommends a martingale collar or the balance harness. We do NOT recommend choke collars, prong collars, pinch collars, shock collars or retractable leashes.

**Transportation:** The dog/cat will be properly restrained, preferably using either a secured crate or seat harness when transported in any vehicle. Adoptee will never be transported in the back of an open vehicle or pick-up truck. Adoptee will not be allowed to ride with his/her head outside the window of a moving vehicle.

**Lost Pet:** Adopter agrees to contact PAP if pet is lost or stolen. You agree to make an immediate and serious effort to find the pet if it becomes lost, by a) filing lost reports with the local police, animal control, animal shelters, spcas, and local veterinarians and pet stores, b) post lost-pet signs, c) place lost pet ads in your local papers, d) contact us for additional support and advice. Furthermore, Adopter understands that if the loss was the result of negligence or failure to comply with the covenants of the Agreement, PAP reserves the right not to return the pet and to place Adoptee into a new home.

**No Right to Transfer:** If at any time in the future you cannot continue to provide proper care for the dog/cat, you will not abandon, give, or sell the dog/cat to another person, company, organization, medical research, pound or animal shelter. You agree to do one or more of the following:

1. Obtain approval from PAP to transfer the ownership of the dog/cat to a friend or relative. Rescue must approve the new adopter who will be required to sign an agreement similar to this one.
2. Agree to cover the costs to board Adoptee for an agreed-upon time, allowing PAP to actively seek a new home and then relinquish the dog/cat to PAP when a home is found. Note: Boarding costs are \$25 to \$30 per day.
3. Return Adoptee to PAP.

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**Return Policy:** If for any reason the Adopter decides not to keep the dog/cat, they are to contact PAP immediately to assist in making arrangements. Adopter agrees to give rescue two weeks to secure placement of animal. Adopter also agrees to provide safe and loving care until the animal is returned.

**If the animal is returned within 2 weeks of the adoption date, the adoption fee minus a \$50 administrative fee will be returned. After 2 weeks, there will be no returned adoption fees.**

**Adopter's Initials:** \_\_\_\_\_

**Euthanasia:** You agree that euthanasia of your adopted pet will be done only with veterinarian recommendation in the following circumstances:

- The pet's terminal illness.
- Injury that cannot be medically treated.
- Old age accompanied by pain and suffering.

***If euthanasia is determined to be best for the animal in these cases, the euthanasia must be performed by a licensed veterinarian.***

**Change of Contact Information:** You will notify Paws Across Pittsburgh of all changes of address and/or telephone within 30 days after the change. Communications should be mailed to: 346 Orchard Street, Springdale, PA 15144 OR emailed to [info@pawsacrosspittsburgh.com](mailto:info@pawsacrosspittsburgh.com).

**Estate Provisions:** Adopter agrees to provide for care of the dog/cat in their will or estate if by no other Means than specifying in writing that Adoptee is to be returned to PAP in the event of Adopter's death.

**Follow Up:** Adopter understands and agrees that Paws Across Pittsburgh is fully entitled to make follow-up visits or phone calls to ascertain that all of the covenants and clauses of this agreement are being satisfied. Adopter is obligated to cooperate with PAP.

**Right to Reclaim:** Adopter understands and agrees that PAP reserves the right to reclaim adoptee if any of the above conditions are not met to the satisfaction of PAP. Adopter further understands and agrees that any expenses incurred by PAP in exercising its rights under this provision will be paid by Adopter in addition to any liquidated damages required by other provisions of this Agreement.

**No Warranty:** PAP makes no warranty as to temperament or physical condition of dog/cat. While PAP takes every precaution to ensure the health of our animals, no guarantee can be given. The Adoptee is being adopted "as is".

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**Special Disclaimer:** All warranties with regard to Adoptee, including any implied warranty of merchantability and fitness for a particular purpose, where they are applicable, are hereby specifically disclaimed.

**Release & Indemnification/No Liability:** Adopter hereby releases Paws Across Pittsburgh from any and all liability for personal injury, property damage, legal fees, or veterinary care, or any other expense or liability incurred by Adopter as a result of this adoption. Adopter agrees to indemnify Paws Across Pittsburgh from any and all such claims and to pay, without limitation, any costs related to such injury, damage, or liability, including, in the case of litigation, any attorney's fees incurred by Paws Across Pittsburgh in its defense.

**Breach of Agreement/Liquidated Damages:** In the event that you do not comply with the terms of this Agreement, or the pet is abused or neglected, PAP holds the right to recover the pet from you upon demand, and the pet will be surrendered to us immediately. In addition, without waiving any of our rights under this Agreement, if you do not surrender the pet to us, you will owe us a payment in the amount of \$2500.00 agreed between us as just and reasonable liquidated damages to compensate us for our costs and expenses in connection with your breach of this Agreement and we reserve our rights to reacquire the pet.

**Entire Agreement:** This Agreement (including the attached voluntary Release/Waiver of Liability) is the entire agreement between you and us, and supersedes any prior understandings between you and us with respect to the subject matter of this agreement. No modification of this Agreement will be valid unless in writing duly signed by both you and Paws Across Pittsburgh. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors.

I, \_\_\_\_\_, have read and understand this Adopter Contract. I agree to abide by the guidelines set forth in this contract/agreement.

**Adopter Signature:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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### **VOLUNTARY RELEASE/WAIVER OF LIABILITY**

This Voluntary Release/Waiver of Liability (the "Release") is made and entered into between the undersigned and Paws Across Pittsburgh ("PAP") effective as of the below-indicated date. The undersigned desires to adopt an animal from PAP, and as an inducement to PAP to agree to the adoption, the undersigned hereby represents, acknowledges, and agrees as follows:

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 such risks.

**Adopter's Initials:** \_\_\_\_\_

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

**Adopter's Initials:** \_\_\_\_\_

I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me or third parties as a result of any action or activity of any animal(s) adopted by me from PAP, wherever and however the same may occur which I may have against PAP or any of its directors, officers, agents, employees or volunteers, whether the same shall arise by the negligence of said persons or otherwise. IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELIEVE PAP FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR OTHERWISE.

**Adopter's Initials:** \_\_\_\_\_

I hereby agree to hold PAP and its directors, officers, agents and/or employees harmless and indemnify them from and against any liability, claims, judgments, or expenses I may incur arising out of my adoption of any animal from PAP and/or my ownership or care of any such animal thereafter.

**Adopter's Initials:** \_\_\_\_\_

I hereby agree to read all information located in the adoption folder provided by Paws Across Pittsburgh, including but not limited to the two week shutdown document.

**Adopter's Initials:** \_\_\_\_\_

It is understood that the dog/cat being adopted herein from PAP may have the following physical ailments described below which have not been as yet treated.

**Adopter's Initials:** \_\_\_\_\_

If any portion of this Release is held invalid, it is agreed that the balance hereof shall continue in full legal force and effect.

**Adopter's Initials:** \_\_\_\_\_

This release is governed by the laws of the State of Pennsylvania applicable to agreements entered into and fully performed therein and venue will lie in Pennsylvania.

**Adopter's Initials:** \_\_\_\_\_

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I HAVE CAREFULLY READ THE FOREGOING, AND I UNDERSTAND THAT TOGETHER THEY CONSTITUTE A DISCLAIMER OF LIABILITY BY PAP AND A RELEASE OF ALL CLAIMS BY ME, MY HEIRS, EXECUTORS OR ASSIGNS. I UNDERSTAND THAT I ASSUME ALL RISKS INHERENT IN MY DECISION TO ADOPT AN ANIMAL FROM PAP AND ANY RELATED ACTIVITIES. I VOLUNTARILY SIGN BELOW TO EVIDENCE MY ACCEPTANCE OF THE ABOVE PROVISIONS.

I, \_\_\_\_\_, have read and understand the Adopter Contract. I agree to abide by the guidelines set forth in this contract/agreement.

**Adopter Signature:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_