

# Paws Unlimited

## Feline Adoption Agreement

This agreement is made this \_\_\_\_\_ 2009 by and between Paws Unlimited and \_\_\_\_\_, Hereinafter referred to as the "adopters".

The adopter(s) hereby, understand, promise, and agree that in receipt of this \_\_\_\_\_ to forever release, discharge, and **covenant to hold Paws Unlimited** and by other person, firm, or organization charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors, and assigns, from any and all claims, damages, and costs, expenses, loss of services, actions and causes of action belonging to the said adopters, arising out of any act of occurrence from the present time and particularly on account of the adoption of \_\_\_\_\_.

Sex: \_\_\_\_\_

Color/markings: \_\_\_\_\_

DOB/Age: \_\_\_\_\_

Breed: \_\_\_\_\_

Microchip #: \_\_\_\_\_

\_\_\_\_\_, Hereinafter referred to as the "adoptee" of the "cat".

The adopter(s) hereby declare that neither representations about the nature of the adopted cat, nor any representations regarding the nature and extent of legal liability or of financial responsibility have induced the adopter(s) to sign this contract.

**In consideration of a Donation** in the amount of \_\_\_\_\_, the adopter(s) acknowledge the provisions as defined:

**Fee:** The donation is not a fee or sale price, but as a request to defer or reimburse Paws Unlimited for some of the expenses incurred for the cat to be considered for adoption. Paws Unlimited depends on the generous donations made by the public in order to be allowed to help in animal's needs. We gratefully accept any amount of the requested donation.

**Spay/Neuter:** This contact is a \_\_\_\_\_ spay/neuter, as defined:

This is an agreement that the female or male cat adopted from Paws Unlimited has been spayed or neutered \_\_\_\_\_ to adoption. Proof of sterilization by a board certified veterinarian will be provided to the adopter(s) upon adoption.

**Transfer of ownership:** The Paws Unlimited cat shall not be sold, given to, or adopted to anyone else, nor shall there be any transfer of ownership to any firm, corporation, or organization of other homeless

animals, such as another rescue facility or research facility. A cat adopted from Paws Unlimited **MUST** be returned to Paws Unlimited if, for any reason, the adopter(s) can no longer keep it. Violation of this agreement will result in court cost and attorney fees payable by the adopter(s), if necessary for Paws Unlimited to redeem the cat.

**Environment:** The cat shall reside indoors, in the adopter's home, and live as a family member and companion. The cat will **not be kept outdoors during the adopter's working hours**, or at any other time left alone outdoors while the adopter(s) are not home unless the cat is kept in a **locked and secured fenced-in area or kennel** with a weatherproof, warm shelter. The cat **must** be protected from the elements of weather, and **not** exposed to harmful objects, poisons, or other living creatures that may endanger the cat's life.

**Health Program:** Paws Unlimited reserves the right to verify with the adopter's veterinarian that the animal is being properly cared for. The cat should also have yearly booster or blood titers for FCVRP.

**Temperament:** Paws Unlimited makes **NO** explicit or implicit guarantee in reference to the health and/or the temperament of the cat. The cat is adopted "as is" and the adopter(s) assume all responsibility for treatment of any and all existing conditions or any other conditions of physical or temperament changes that may occur. Paws Unlimited will provide the cat with the basic vaccines and FELV/FIV test prior to adoption if the age and current health of the cat permits. While we make every effort to place only healthy animals, it cannot guarantee the health of any animal and shall not be held responsible for any medical expenses which may be incurred, hereby expressly excluding any implied or express warranties or merchantability or fitness for any particular purpose, including but not limited to, any warranties regarding health, temperament or whether the animal is litter box trained. Regarding temperament: The adopter(s) promises to contact Paws Unlimited with any behavioral concerns. The Adopter(s) have read and understands these terms.

**Remedy for non-compliance:** It is agreed that Paws Unlimited shall retain superior title in said animal limited to and for the express purpose of assuring the animal's well-being and **only** exercise its superior claim in the event it appears to Paws Unlimited that the proper and humane care, as specified in the above adoption provisions, is not being afforded said animal, in which case the animal may be taken through a claim and delivery proceeding. The adopter(s) further agree that if there is any breach of default of the terms of this contract and the cat must be redeemed through a claim and delivery service, that the ADOPTER (s) will be held liable for all court costs and fees for the adopter's attorney and the Paws Unlimited attorney. The adopter(s) have read this, and understand and agree to this.

**Cosmetic Surgery:** Unless directed by a licensed veterinarian for reasons related to the health and welfare of the cat, cosmetic surgery will **NOT** be performed under any circumstances, including but not limited to, declawing.

**Transportation:** The cat will **NOT** ride in a vehicle without being in a secure carrier. The cat shall not remain in any vehicle in **extreme heat, extreme cold, or unattended.**

**Change of Address:** The adopter(s) agree to notify Paws Unlimited no less than 10 days prior to change of address, change of environment that will affect the cat, or any incident involving animal control and/or complaints arising from said ownership of cat.

**Paws Unlimited Reservation of Rights:** Paws Unlimited reserves the right to follow up on this adoption to inspect the animals and where the animals is kept for the sole purpose of determining compliance with the terms within the contract by making a personal visit to the premises of the adopter(s) at any time during the entire lifespan of the cat. If the terms and conditions of this contract are **not** upheld by the adopter(s) and/or any misrepresentations have been made to Paws Unlimited by the adopter(s), Paws Unlimited reserves the right to terminate this contract and the adopter(s) will agree to allow a representative of Paws Unlimited to reclaim the cat without notice of refund. The adopter(s) further agree to pay liquidated damaged in the amount of fifty dollars per day for every day that the adopter(s) fail to comply with the agreement terms or willingly surrender the cat at the time the incident has become knowledge to Paws Unlimited. Reservation of rights also includes not adopting a cat into an area or environment that may endanger the life of the cat which includes relocating with the cat after the adoption agreement. If the cat becomes lose seriously injured, and/or permanently disfigured, or for any reason the cat dies, Paws Unlimited **MUST BE NOTIFIED IMMEDIATELY!**

### **Adoption Agreement**

I here acknowledge receipt of the above described animal and, therefore, agree to the following terms:

The cat is to have adequate food, water, and shelter at **ALL** times.

The cat is not to live in a garage, cathouse, or any type of outbuilding.

Adequate shelter from the weather **MUST** be provided for the cat at any time that the cat is outside in extreme heat, extreme cold, or any other weather conditions that may endanger the health of the cat.

The cat is **NOT** to remain solely in a crate while indoors, only while the adopter(s) is/are not at home (if at all) and not for more than eight hours a day.

The cat is not to remain solely in one room while indoors, only while the adopter(s) is/are not at home, not to be confined to either a crate or a room while the adopter(s) is/are home, and must be free to roam the house as a family member.

The cat is **NOT** to be left with small children, unattended, at any time.

The adopter(s) must provide Paws Unlimited with the name of the Veterinarian the cat will be going to, and notify Paws Unlimited if there is any change.

The cat must remain on heartworm preventative during the heartworm season.

The adopter shall refrain from **ANY** physical abuse of the animal, and from otherwise treating the animal in any inhumane manner.

Should it become necessary for Paws Unlimited to take action to recover an adopted cat or otherwise enforce the provisions of the adoption contract agreement, the undersigned adopter(s) will be responsible for all court cost and all attorney fees representing either the adopter(s) or Paws Unlimited. This is a confidential agreement between Paws Unlimited and the adopter(s). The cat adopted from Paws Unlimited is a cat that is "sole Property" of Paws Unlimited and has been surrendered as such by private owners or animal facilities that have signed a statement (owner surrender form) agreeing that the above mentioned cat is not owned property of any other person, firm, or organization. I understand my signature below is legal and binding.

Print: \_\_\_\_\_ Date: \_\_\_\_\_

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

Signature of Adopter

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

Signature of Paws Unlimited Representative