

ANIMAL ADOPTION AGREEMENT

Rescuer's Information:

Dogs In Danger Rescue, Inc. dba East Coast Adoption Agency
(hereinafter referred to as the "Rescuer")
P.O. Box 913
Sherburne, New York 13460
Phone: 908-745-9191

Adopter's Information:

Name: _____
(hereinafter referred to as the "Adopter")

Address: _____

City: _____ State: ____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Driver's License: _____

Adoptive Animal:

(attached hereto is a photograph of the Adoptive Animal)

Name of Animal: _____
(hereinafter referred to as the "Adoptive Animal")

Breed: _____ Sex: _____ Color: _____

Microchip # (if applicable): _____

Distinguishing Marks (if applicable): _____

This Animal Adoption Agreement (hereinafter the "Agreement") is a written agreement by and between Rescuer and Adopter to transfer ownership of the Adoptive Animal from Rescuer to the Adopter.

Rescuer hereby transfers ownership of the Adoptive Animal to Adopter and Adopter hereby accepts ownership of the Adoptive Animal pursuant to the terms and conditions of this Agreement:

1. Adopter represents that Adopter is eighteen years of age or older.

2. Adopter hereby agrees that the Adoptive Animal described hereinabove is being adopted by Adopter solely as a pet for Adopter and/or Adopter's immediate family. Adopter agrees that Adopter will not sell, give away or otherwise dispose of the Adoptive Animal to any person(s), dealer, retailer, auction, institute or any other entity for any reason. If at a later date Adopter is unable or unwilling to keep the Adoptive Animal, Adopter agrees to first contact Rescuer and give Rescuer the option, in writing, to reclaim the Adoptive Animal at no charge.

3. Adopter hereby agrees to care for the Adoptive Animal in a humane and responsible manner and to provide the Adoptive Animal with clean and adequate shelter, food, water and veterinary care. Adopter hereby agrees that the Adoptive Animal shall wear a collar with identification tags at all times. The Adopter agrees that Rescuer shall have the right of immediate possession of the Adoptive Animal if, in the judgment of Rescuer, the Adoptive Animal is receiving inadequate care, is being improperly housed or handled or has not been spayed or neutered by the date specified herein.

4. Adopter agrees not to abuse or neglect the Adoptive Animal and Adopter authorizes Rescuer, at Rescuer's sole discretion, to determine whether or not the Adoptive Animal has been abused or neglected.

5. Adopter agrees to spay or neuter the Adoptive Animal, if the Adoptive Animal has not yet been spayed or neutered. Adopter agrees to see that the Adoptive Animal is spayed or neutered within the time period as advised by a veterinarian, but in no case to allow the Adoptive Animal to remain in a non-spayed or non-neutered state for longer than 90 days from the date of this Agreement unless a veterinarian, in writing, recommends otherwise. If written proof of spayed or neutering is not tendered to Rescuer within 120 days of the date of this Agreement, Rescuer reserves the right to immediately rescind this adoption and repossess the Adoptive Animal without any notice to the Adopter.

6. Adopter agrees to give Rescuer visitation rights to ensure that the terms of this Agreement are being observed.

7. Adopter represents that neither Adopter nor any other person residing in Adopter's residence has ever been subject to legal action for cruelty to or neglect of animals. The Adopter further represents that Adopter has never owned an animal which has been confiscated by any animal control or humane organization for violations of state or local animal control regulations or animal adoption agreements.

8. If Adopter is a tenant, then Adopter agrees to provide written permission from the landlord consenting to this animal adoption.

9. Adopter agrees to abide by all state, and local animal control ordinances of the community in which Adopter and the Adoptive Animal reside.

10. Adopter hereby agrees that the adoption fee of \$ _____ helps to cover Rescuer's expense of raising and caring for the Adoptive Animal and other animals in the care of Rescuer and is non-refundable.

11. Adopter agrees the Adoptive Animal will be examined by a licensed veterinarian at least once each year and will receive adequate vaccinations and treatments to ensure good health.

12. Liability of Rescuer. Rescuer shall not be responsible for the loss of or damage to property, or injury to persons, occurring directly or indirectly as a result of the Adoptive Animal. Adopter agrees to indemnify and hold harmless Rescuer from all claims and liability for losses of or damage to property or injuries to person(s) directly or indirectly caused by the Adoptive Animal. Adopter understands that the Adoptive Animal is a rescued animal, and that no claims, representations, or warranties are made or implied by Rescuer as to the Adoptive Animal's age, breed, physical or mental characteristics, prior experiences, past, current or future health, behavior or temperament. Adopter also understands and agrees that Rescuer gives no guarantees, expressed or implied, of the suitability of the Adoptive Animal to the Adopter and/or the Adopter's family.

13. Default. Adopter understands that any failure to abide by the terms and conditions of this Agreement will constitute a breach of contract. In the event of any such breach of contract, Adopter authorizes Rescuer to reclaim both possession and ownership of the Adopted Animal without notice to the Adopter.

Adopter agrees to pay Rescuer the sum of \$500.00 as liquidated damages in the event the terms of this Agreement are breached; this liquidated damage value does not bar Rescuer from seeking the return of the Adoptive Animal by judicial process or other legal means if necessary. If legal action is instituted, the Adopter agrees to pay Rescuer's reasonable attorney's fees and court costs.

14. Notice. Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered or certified mail in a postpaid envelope addressed to the addresses hereinabove set forth.

15. Inspections. Rescuer may enter the Adopter's property and/or home at any reasonable time, upon reasonable notice to the Adopter, for the purposes of inspection to make sure the home and/or property is suitable for the Adoptive Animal.

16. Successors. This Agreement is binding on all parties who lawfully succeed to the rights or take the place of the Rescuer or the Adopter.

17. Waiver; Remedies Cumulative. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

18. Construction. The headings of Paragraph, Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Sections" refer to the corresponding Sections of this Agreement.

19. Invalidity or Illegality of Part of Agreement. If any part of this Agreement is invalid or illegal, then only that part shall be void and have no effect. All other parts of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

20. Entire Agreement. This Agreement represents the entire agreement between the parties regarding its subject matter and may not be amended or modified except in writing signed by each party.

21. Governing Law; Venue. This Agreement will be governed by and construed under the laws of the State of New York without regard to conflicts-of-laws principles that would require the application of any other law. Each party hereto submits to the exclusive jurisdiction of the federal and state courts in Oneida County, New York.

22. Adopter certifies that all statements made by Adopter in this Animal Adoption Agreement and any other information Adopter has provided to the Rescuer is true and correct. Adopter agrees that the Rescuer has the right, but no obligation, to confiscate the Adoptive Animal in the event that any statements made by the Adopter are found to be false and/or Adopter's check for the adoption fee is returned for insufficient funds or stop payment. Adopter gives Rescuer permission to verify all of the information Adopter has provided to Rescuer as needed. Adopter understands that a home check may be mandatory prior to adopting the Adoptive Animal and that any false statement will terminate the adoption.

IN WITNESS WHEREOF, the parties have hereto set our hands and seals as of the date written hereinbelow.

ADOPTER'S SIGNATURE _____ DATE: _____

WITNESS SIGNATURE _____ DATE: _____

RESCUER'S SIGNATURE _____ DATE: _____

WITNESS SIGNATURE _____ DATE: _____