



Adoption Agreement & Contract

Animal Name (At Shelter): _____ / Animal Name (By Adopter): _____

Animal Type: _____ Breed: _____

Animal Color: _____ Sex: _____ Altered Male / Altered Female

Animal Microchip Number: _____ Adoption Fee: \$ _____

Adopter Name: _____ DOB: _____

Adopter's Driver's License: _____ Expires Date: _____

Co-Adopters Name: _____ DOB _____

Co-Adopters Drivers License: _____ DOB: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Cell: _____

Email: _____

Emergency Contact: _____ Phone: _____

Gimme Love Animal Shelter, a California 501(c) (3) non-profit corporation, and the undersigned in consideration of the mutual covenants in this Agreement and other good and valuable consideration, intending to be legally bound by this Agreement, agree to the following:

I, _____, on this _____ day of _____ in the year _____,

Hereafter referred to as the adopter, hereby agree that the above described animal is being adopted by me solely as a pet for myself and/or my immediate family. I agree that I will not sell, give away or otherwise dispose of said animal to any person(s), dealer, retailer, auction, institute or any other entity for any reason. If at a later date I am unable or unwilling to keep this pet, I agree to first contact Gimme Love Animal Shelter and give them an option to reclaim, find placement, and/or foster. I understand a surrender fee may apply. Euthanasia recommended only by a veterinarian for humane purposes due to injury or illness is authorized.

If the animal is listed as "unaltered" above, this adoption contract is not finalized until either the animal has been spayed/neutered by us or the adopter produce a certificate of sterility to Gimme Love Animal Shelter. The adopter agrees to not cosmetically alter the animal for any reason. This includes

but is not limited to ear cropping, tail docking, or declawing. If the animal is cosmetically altered by the adopter, it is a violation of this agreement.

Adopter agrees to care for the above described pet in a humane and responsible manner and to provide it with clean and adequate shelter, food, water and veterinary care. I further agree that said pet shall reside inside my home and shall not be allowed to roam freely. The keeping of the adopted outside for prolonged periods is forbidden. *Adopters Initials* _____

Adopters agree to abide by the state laws, city laws and county ordinance regarding dogs, including licensing my pet with city/county it will residing in. I hereby agree that this pet shall wear a collar or harness with identification tags at all times. *Adopters Initials* _____

Gimme Love Animal Shelter reserves the right to investigate, unannounced, the living conditions of any animal adopted from Gimme Love Animal Shelter and Gimme Love Animal Shelter may reclaim/remove any such animal being kept in violation of the adoption agreement any time within 2 (two) years from the date of adoption. If Gimme Love Animal Shelter has to reclaim the animal due to the adopter's abuse or neglect, the adopter will pay all medical expenses for the animal incurred by Gimme Love Animal Shelter.

Adopters agree and understands that animals moved to new environments, such as a new home, can lead to stress. Stress in animals can lead to UTI (Urinary Tract Infection), URI (Upper Respiratory Infection), diarrhea, ect. Adopter agree that any illness or injury that appears after adoption is the responsibility of the adopter and not the responsibility of Gimme Love Animal Shelter.

Adopters agrees that the adoption fee helps to cover Gimme Love Animal Shelter expenses of raising and caring for the animal, cover any medical expenses prior to adopting, and help support the shelter of future animals. The fee is not refundable after a trail period of 14 days. Prior to the 14 days, I may return the animal minus \$50.00. *Adopters Initials* _____

I hereby understand and agree that Gimme Love Animal Shelter makes no representations or warranties, expressed or implied, about the above-mentioned animal's temperament and is hereby absolved from any liability for future damages or injuries caused by said animal. I also understand and agree that Gimme Love Animal Shelter further gives no guarantees, expressed or implied, of the suitability of the animal to the adopter and/or family. Behavior issues that might lead to abandonment of the animal, I hereby agree to contact an obedience trainer as well as Gimme Love Animal Shelter to follow the recommendation in resolving any issues as an effort to maintain custody of the animal.

Adopter agrees to make an immediate and serious effort to find the animal if it becomes lost, by (a) filing lost reports with animal control authorities, animal shelters, and local veterinarians and pet stores, (b) contacting us for additional support and advice. Furthermore, Adopter understands that if

Adopter(s) Initials: _____

the loss was the result of negligence or failure to comply with the covenants of this Agreement, Gimme Love Animal Shelter reserves the right to not return the animal and to place the animal in a new home.

The Agreement, for all purposes, shall be construed in accordance with the laws of California without regards to conflicts-of-law principles. Any action or proceeding by either Party to enforce this Agreement shall be brought in Fresno County, California. The Parties hereby irrevocably submit to the non-exclusive jurisdiction of said court and waive the defense of inconvenient forum to the maintenance of any such action or proceedings in said venue.

BREACH OF AGREEMENT: LIQUIDATED DAMAGES. In the event that you do not comply with the terms of this Agreement, or the animal is abused or neglected, one of our remedies will be to recover the animal from you upon demand. Promptly after the demand we will come to your residence and you will surrender the animal to us immediately. In addition, without waving any of our rights under this Agreement, you will be obligated to pay all costs associated with recovery of the animal, said amount to be not less than \$500.00, to compensate us for our costs and expenses in connection with the Adopter's breach of this agreement.

Gimme Love Animal Shelter (and its officers board of directors, volunteers, affiliated entities, and/or agents) shall not be liable to adopter on any theory of legal liability including but not limited to the negligence of Gimme Love Animal Shelter (and/or its officers, board of directors, volunteers, and/or agents), for any injury, death or damages directly or indirectly caused by the pet. Adopter does hereby release Gimme Love Animal Shelter (and its officers, board of directors, volunteers and/or agents) from any all liability, claims, suits, obligations, demands, or causes of action, known or unknown, foreseen, or unforeseen, arising out of or relating in any way to pet or Gimme Love Animal Shelter's release of pet to adopter. It is the expressed intention of adopter and Gimme Love Animal Shelter that the release provided for in this paragraph is designed and intended to protect Gimme Love Animal Shelter (and its officers, board of directors, volunteers, and/or agents) from personal injury claims by adopter or others and from the consequences of any harm, behavior, or other action by pet, and from the consequences of any act or omission or negligence on the part of Gimme Love Animal Shelter (and its officers, board of directors, volunteers, and/or agents) in obtaining custody of pet, in providing care for pet, in training or not training pet, or in failing to provide timely or adequate warning to any person concerning pet.

I certify that all statements made by me on this adoption agreement are true and correct. I agree that Gimme Love Animal Shelter has the right to confiscate the above described animal in the event that any statements made by me are found to be false and/or my check for the adoption fee is returned for insufficient funds. Additionally, I agree to the full terms and conditions, not described above, which are available upon my request.

Adopters Signature: _____ Date: _____

Adopters Printed Name: _____ Initials: _____

