



HOMES FOR ORPHANED PETS EXIST (H.O.P.E.)

P.O. Box 2497
Wilton, NY 12831
(518) 428-2994

Adoption Agreement

This Adoption Agreement is effective on _____ by and between _____, hereafter referred to as Adopter(s), and Homes for Orphaned Pets Exist, hereafter referred to as H.O.P.E.

Whereas, the purpose of this Agreement is to provide for the adoption of the identified below. Now, therefore, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties agree as follows:

1. In consideration of the payment of \$ _____ the receipt of which is hereby acknowledged, the undersigned Adopter(s) do hereby forever release, discharge and covenant to hold harmless H.O.P.E. and any other person, firm, partnership or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors and assigns, from any and all claims, damages, costs, expenses, loss of services, actions and causes of action belonging to the said Adopter(s) arising out of any action or occurrence for the present time and particularly on account of the adoption of: _____

2. To procure the payment of said sum, the Adopter(s) hereby declare that no representations about the health or nature of the said animal, nor any representation regarding the nature and extent of legal liability of financial responsibility have induced the Adopter(s) to make the Release and Indemnity Agreement; that in determining the amount of the said sum, there has been taken into consideration age, health, veterinary services and care of the said animal to the present time.
3. The undersigned hereby further agrees to abide by the "Terms of Adoption" listed below:
 - A. If for any reason, the adoption is not satisfactory to the adoption party, or if the Adopter(s) fails to comply with all terms and conditions of the Agreement, or if any misrepresentations have been made by the Adopter(s) to H.O.P.E. during the entire lifetime of the adopted animal, the Rescue animal must be returned to H.O.P.E. Any costs incurred during the return will be the responsibility of the Adopter(s). There will be no refund of the adoption payment. Terms are as follows:
 - i. The Rescue animal must be returned to H.O.P.E. if the Adopter(s) are unable to keep the Rescue animal. H.O.P.E. requires a minimum of five (5) days notice before returning an Adopted animal. Adopter(s) have the understanding that H.O.P.E. does not have a physical facility to kennel animals and other foster homes may not be available. Adopter(s) agree to keep said animal for five (5) business days and agrees to pay for all and any costs incurred during this period. Adopter(s) agree that they take full responsibility for said animal during this period.
 - ii. In the event that the Rescue animal is lost or stolen, every effort must be made by the Adopter(s) to locate and recover the Rescue animal. H.O.P.E. must be notified verbally within 24 hours, and in writing within five (5) business days, of the loss of the Rescue animal. Notification must include the date and exact location of the loss of the Rescue animal.
 - iii. The Rescue animal must never be abandoned or taken to a pound, shelter or humane society for any reason whatsoever by the Adopter(s), nor shall the Adopter(s) contact animal control or any other law enforcement agency or individual for that purpose, except upon written approval by a H.O.P.E. Board Member. The Rescue animal must be returned to H.O.P.E.
 - iv. The Rescue animal must not be transferred to any other person, firm, corporation or organization for any reason whatsoever without written permission from an officer or director of H.O.P.E.
 - v. The Rescue animal must receive regular veterinary care, including annual vaccinations, emergency care and dental care in accordance with a licensed veterinarian.
 - vi. The rescue animal must never be used in animal research.
 - vii. The Rescue animal must receive an appropriate amount of quality food, fresh water, companionship and a safe shelter.

- viii. The Rescue animal must be kept as a family pet and treated with affection and kindness and not subject to cruelty.
- ix. Adopter(s) agree that if the Rescue animal is a cat, the Rescue animal is never to be declawed and may not be allowed outdoors.
- x. Adopter(s) agree that if the Rescue animal is a dog, the Rescue animal is never to have their ears cropped or tail docked.
- xi. Adopter(s) will release accurate name(s) and contact information of any veterinarian, trainer, groomer, boarder, animal control officer, or any other service provider who has had any interaction with the Rescue animal and/or any animal in the Adopter(s) custody to H.O.P.E. at any time during the Rescue animals life-time, within 24 hours of the verbal request of any H.O.P.E. representative, and five (5) business days of the written request of any H.O.P.E. representative.

Adopter(s) explicitly authorize, without further notice, the release of any information regarding the treatment, training, or other interaction of the Rescue animal and/or any animal in the Adopter(s) custody by or with any veterinarian, trainer, groomer, animal control officer or any other service provider.

Adopter(s) fully and forever release any such veterinarian, trainer, groomer, boarder, animal control officer, or any other service provider, their heirs, administrators, executors, successors and assigns, for any liability associated with the release of information to H.O.P.E. regarding the Rescue animal and/or any animal in the Adopter(s) custody.

Adopter(s) understands that partial, complete, or attempted revocation of said authorizations and/or release of liability shall constitute an immediate breach of this agreement.

- B. The Adopter(s) agree that follow-up visits by H.O.P.E. may be arranged at any time during the Rescue animal's lifetime, and H.O.P.E. reserves the right to inspect the animal's home. If the terms and conditions are not upheld by the Adopter(s), H.O.P.E. reserves the right to terminate this Agreement, and the Adopter(s) must return the Rescue animal upon demand of a H.O.P.E. representative.
- C. Adopter(s) agree that breach of any portion of this Agreement will result in five-hundred dollars (\$500.) in liquidated damages payable to H.O.P.E. Adopter(s) agree to reimburse H.O.P.E. for all attorney fees and/or other costs expended in order to enforce this Agreement. Adopter(s) further agree that any payments, reimbursement of attorney fees or other costs to H.O.P.E. does not grant the Adopter(s) any rights to said Rescue animal, and the Rescue animal will be returned to H.O.P.E.'s full custody upon demand.

Adopter(s)
 Name: _____
 Phone #: _____
 Address: _____

H.O.P.E. Representative
 Name: _____
 Phone #: _____

Adopter's
 Signature: _____

Co-Adopter's Name: _____

Co-Adopter's
 Signature: _____

Signature: _____