

I/We do this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into this Adoption Contract with Homes for Orphaned Pets Exist (H.O.P.E.), Inc. (hereinafter "HOPE") in consideration of the adoption fee,

\_\_\_\_\_ receipt of which is hereby acknowledged, agree to adopt the animal described below (hereinafter "animal"), subject to the terms and conditions of this contract.

Identification of animal:

Name: \_\_\_\_\_ ID#: \_\_\_\_\_

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

Age: \_\_\_\_\_

Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Adoption Fee: \$\_\_\_\_\_ Payment Method \_\_\_\_\_ Check# \_\_\_\_\_ Adopter(s) acknowledge and agree that such fee is a donation to HOPE and is nonrefundable. A return check charge of \$50.00 will be assessed for any checks returned for insufficient funds. Should such payment(s) not be made five (5) days thereafter with good funds, then HOPE shall exercise its rights pursuant to paragraph 16 below.

I/ We agree to the following terms and conditions:

1. I/We will take the animal to a veterinarian within 14 days of delivery of the animal for a check-up. HOPE makes no representations or warranties, expressed or implied regarding the health of this animal. It is further agreed that all veterinary and maintenance expenses after the date of this contact are the responsibility of the Adopter(s) and that HOPE will not reimburse veterinary expenses.

2. I/We will provide this animal with humane care and maintenance in accordance with all current and future state, county and local laws and ordinances where I reside and provide adequate food, water, shelter, exercise, love and attention and a suitable and comfortable indoor location to sleep.

3. I/We understand that the animal will need to have structure and boundaries implemented to ensure that it will thrive in its new environment. As such, I/We agree that:

- a. The animal will not be introduced to "new" people (those outside of the immediate household) for the first two (2) weeks to allow for the animal to acclimate and bond with its new family;

**Adopter Initial** \_\_\_\_\_

- b. In HOPE's experience it takes at least thirty (30) days for an animal to decompress from the transition to a new household and to adjust to their new family and environment and as such I/We agree to have patience with the animal and allow it time to adjust to its new surroundings; and
- c. Each animal and each environment are different and timelines differ for each animal and each situation and HOPE encourages its Adopters to engage the services of a positive reinforcement obedience trainer for additional training. Please contact us if you would like a referral for training.
4. I/We will provide the animal with necessary veterinary care upon sickness, disease and injury. I/We will take him or her to the veterinarian once a year for an examination and routine vaccinations and tests, or more often if necessary.
5. I/We agree to not change or alter the appearance of the animal in any way, shape or form including but not limited to tattooing, cropping, docking or declawing.
6. I/We agree to provide – at a minimum – the following vaccinations and tests at the intervals required by law or advised by my veterinarian and as applicable to the animal adopted: rabies, distemper/parvo combination, and a heartworm test followed by a regular course of preventative.
7. I/We will provide this animal with a fully fenced yard/ area or other humane means of exercise. I/We agree that electric or electronic fencing and/or electronic training, stimulation or "shock" or prong collars shall not be utilized with this animal. He or she shall not be kept chained or tied-out. I/We agree that the animal will NEVER be left outside while I/We are not home. I/We agree that the animal shall be walked on a non-retractable leash with a suitable collar/ harness at all times off the premises and shall not be allowed to roam at will.
8. I/We agree that the actions of animals and children are unpredictable and as such, at no time will the animal be left unattended with or in the primary care of a minor.
9. I/We agree not to sell, trade or dispose of this animal without first allowing HOPE a right of first refusal to ownership of the below described animal. If at any time I/we are unable or unwilling to care for this animal, I/we agree to contact and return said animal to HOPE for evaluation so that HOPE may make an informed decision prior to exercising their right of first refusal. Should I/We die while the animal that is subject to this contract is living, I further grant on behalf of my estate a right of first refusal that shall vest in HOPE upon my/our death and ownership of the animal shall not pass to my/our estate without HOPE having had an opportunity to exercise its first refusal rights. I/We further agree that said animal shall not be used for medical or any other experimental purposes or sold or given away to a pet store, supplier or wholesaler. I/We agree that said animal will not be used for any illegal purposes and will NEVER be fought or abused in any way. I/We agree that if the animal is stolen or lost, that such event shall be reported to HOPE immediately. HOPE will not issue a refund or credit for an animal that is returned more than fourteen (14) days after the date of adoption.
10. This animal will reside in my/our home, will be kept as a companion animal or pet, and will not be used for breeding, or exclusively as a hunting or guard animal. The animal shall not be kept as an outdoor pet.

**Adopter Initial** \_\_\_\_\_

11. If required by law, (required by State Law for dogs) I/We will license the animal with the municipality in which I/we reside or as otherwise required by law, provide a collar and identification tag for the animal to wear at all times when allowed outdoors with any municipal provided license tag affixed thereto, and if provided with a HOPE identification tag, that will also remain affixed to the collar.

12. I/We agree to pay HOPE for any and all expenses, including court costs and reasonable attorney's fees, in enforcing the terms and provisions of this contract.

13. If for any reason this animal has not been spayed or neutered prior to the execution of this contract, I/We agree to have the animal spayed or neutered within fourteen days of the delivery of the animal. I/We acknowledge that until this has been accomplished, the adoption of the animal is not complete and that HOPE has the right to and will reclaim the animal pursuant to paragraph 16 below if the operation is not performed within the time parameters set forth herein. If circumstances arise which make the aforesaid date unable to be complied with then I/We agree to contact HOPE and to request a new adoption agreement.

14. I/We agree to notify HOPE within 10 days of any change of address or phone number.

15. I/We consent to the examination of this animal by HOPE at any time and acknowledge that HOPE has the right to reclaim the animal at any time for failure to comply with the terms of this contract or for any misrepresentations of fact I/We made on the adoption application or in this contract.

16. I/We agree that if any of the clauses above are broken that this contract grants a license and continual right of replevin to HOPE, and allows its volunteers, employees, officers, directors and/ or agents in their (its) sole discretion to enter upon the Adopter(s) property and to immediately exercise HOPE's right of replevin and to take possession of the animal.

17. 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(s') custody to HOPE at any time during the rescue animal's lifetime, within 24 hours of the verbal request of any HOPE representative, and five (5) business days of the written request of any HOPE representative.

18. 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(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 HOPE regarding the rescue animal and/or any animal in the Adopter's(s') custody.

19. Adopter(s) understands and acknowledges that partial, complete, or attempted revocation of said authorizations and/or release of liability in paragraph "18" above shall constitute an immediate breach of this Agreement.

**Adopter Initial** \_\_\_\_\_

20. I/We promise and agree to be solely responsible for this animal, and in consideration of the adoption fee paid and the below described animal having been received in good acceptable condition, I/we:

a. Agree that the actions of animals, such as the animal described below, are impossible to predict or control and may cause serious injury, including permanent disability and death due, but not limited to: bites, scratches, knock downs, slips, falls, fractured limbs, broken bones, concussions, contusions, dislocated joints and dismemberment. Further, there may be other risks not known to the undersigned, HOPE, its officers, directors, agents, volunteers or employees or not reasonably able to foresee at this time.

b. Assume all the foregoing risks and accept personal responsibility for the dangers following such injury, permanent disability or death.

c. Release, waive, discharge and covenant not to sue HOPE, its officers, directors, agents, volunteers or employees, all of which are hereinafter in this paragraph and hereinafter referred to as "releasees" from liability to each of the undersigned, his/her heirs and next of kin for claims demands, losses or damages on account of injury, including death or property damage caused or alleged to be caused in whole or in part by the negligence of the releasee, the undersigned or otherwise.

d. Agree to: (i) indemnify, to the fullest extent permitted by law, HOPE, its officers, agents, volunteers or employees and to hold HOPE, its officers, agents, volunteers or employees harmless from and against all claims, liability, loss, damage and expenses (included but not limited to legal fees) arising from or due to any claim of whatever kind or nature with respect to all or any part of the animal adopted by this contract, and any litigation based on any such claim, including all such claims by any person or entity relating directly or indirectly to, or arising by reason of, the actions, act or omission of HOPE, its officers, agents, volunteers or employees, excluding claims for bodily injury to persons caused by or resulting from the sole negligence of HOPE. The undersigned shall, at the undersigned's sole cost and expense, defend HOPE, with counsel approved by HOPE, at HOPE's sole discretion, from and against any suit, action or proceeding brought against HOPE, its officers, agents, volunteers or employees based upon any claim, damage, loss or liability indemnified against therein, and, in no way limiting the foregoing, (ii) indemnify and hold harmless HOPE, its officers, agents, volunteers or employees from any claim for damages arising out of bodily injury to persons, or damage to property, caused by or resulting from actions of the animal described herein or by the negligence of a person or entity in exercising care, custody and control over such animal, other than bodily injury to persons, caused by or resulting from the sole negligence of HOPE, whether or not the undersigned is partially negligent. The foregoing Release of Liability and Indemnification shall apply to all known, unknown, unanticipated, direct, consequential and indirect damages resulting from my/our harboring, fostering or exercising care custody and control of such animal.

e. The undersigned's obligations under these foregoing four paragraphs identified as a.-d. shall survive the delivery of the above described animal and shall continue until said animal's death.

f. That all animals are presumed healthy at the time of transfer, other than may be provided for by law, HOPE has provided no warranty or guarantee as to the above described animal, either express

**Adopter Initial** \_\_\_\_\_

or implied and that all representations of HOPE regarding said animal are set forth in this contract. All animals adopted from HOPE should be considered to be mixed breed animals. Any description or classification of any animal is for visual identification purposes only. HOPE makes no warranty or representation as to any breed, purity of breed, history, temperament or mental disposition or propensities.

21. I/We acknowledge that this is the full agreement of the parties and that there are no other representations of promises made other than the ones stated herein.

22. I/We acknowledge that this Agreement is binding on the entire family of the undersigned, his or her heirs, next of kin, executors, assigns, and administrators.

23. If any covenant or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction or any mediator (i) the remaining terms and provisions hereof shall remain valid, and (ii) the invalid or unenforceable provision shall be deemed replaced by a term or provision that is valid and enforceable and comes closest to expressing the intention of the invalid term or provision. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such state, and without regard to principles of conflicts of laws.

24. This contract is to be governed by the laws of the State of New York and any disputes will be venued in New York State Supreme Court located in Saratoga County, New York.

**I/WE HEREBY ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS, ARE THE TRUE ADOPTERS OF THIS ANIMAL AND WILL KEEP THE ANIMAL DESCRIBED HEREIN AS A COMPANION ANIMAL OR PET.**

Adopter's Name \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Adopter's Signature \_\_\_\_\_ Date: \_\_\_\_\_

H.O.P.E.: \_\_\_\_\_ Date: \_\_\_\_\_

**Adopter Initial** \_\_\_\_\_