

Please read carefully. All adopters must sign and have a witness sign the agreement.

Please return to the St. Martin’s Animal Foundation, 8860 Corbin Avenue #245, Northridge, CA 91324

PET ADOPTION AGREEMENT & RELEASE STATEMENT

Friendly Note to Adopter: Our adoption agreement is designed with one purpose – to protect the companion animal that has come into our care. Please let us know if you have any questions or concerns about the agreement. Thank you for your cooperation.

NAME	ADDRESS	CITY	STATE	ZIP
EMAIL ADDRESS		PHONE #		

PREAMBLE: I/We, the above named person and/or persons, hereinafter referred to as “adopter,” agree to adopt this dog/cat, a _____ known as _____ hereinafter known as “dog or cat,” and release the St. Martin’s Animal Foundation and its individual members, board members, and volunteers, jointly and severally, from all claims for personal injury and/or property damage to myself or others associated with this adoption. The adopter hereby declares that no representation about the nature of the adopted dog or cat, nor any representation regarding the nature and extent of legal liability or of responsibility have induced the adopter to sign this contract. In consideration of an adoption fee in the amount of \$ _____, the adopter acknowledges and further agrees to these provisions. (Note: Any amount given beyond the adoption fee may be considered a donation and is fully tax deductible, as The St. Martin’s Animal Foundation is a 501(c)3 non-profit organization).

HOME CARE: The welfare of this dog/cat is the sole responsibility of the adopter. The adopter agrees to give the dog/cat good care which includes *quality premium food (preferably vegetarian food for dogs), fresh water, sanitation and grooming, clean and secure indoor housing, clean and secure outdoor housing (for dogs only), overall safety, and all the tender loving care that this dog or cat deserves!*

HOUSING-TRANSPORT: Adopter will keep this dog/cat as a house pet and family member only. This dog/cat is not permitted to live in a dark, dirty or run-down garage, unkept doghouse or any other outbuilding that is not protected from severe cold and heat. When outside, adopter will always keep a dog on a tie-out (at least 15 feet long) hooked on a harness or in a fenced yard, with fresh water always. **It will NEVER be chained up. It will NEVER be permitted to run loose outside a non-fenced yard. Crating can be used when adopter is not home, but for no more than 8 hours a day. The dog or cat will NEVER be permitted to ride in the back of a pick-up truck or left in a vehicle in extreme heat or unattended.**

VETERINARY CARE: After adoption, this dog’s/cat’s health is the adopter’s full responsibility. Adopter agrees to take the dog/cat to a veterinarian within a couple of weeks to verify its health status and to purchase heartworm preventative and flea/tic preventative medication. The dog/cat will receive proper care by a licensed veterinarian **THROUGHOUT ITS ENTIRE LIFE, including ANNUAL EXAMS, ALL RABIES AND DHLPP SHOTS, as well as all other preventative and required treatments in accordance with veterinary recommendations for the LIFE OF THE DOG/CAT.** Adopter will arrange for immediate veterinary care in the event of illness or injury. Adopter will notify The St. Martin’s Animal Foundation of the name and telephone number of the veterinarian so that our organization can verify the care being given.

COLLAR-LICENSING TAGS: Adopter will legally license this dog or cat and will do so within ten (10) days of the adoption. Adopter agrees this dog/cat will NOT wear a pinch, cleat or choke collar or any similar article, **by itself** around the dog’s neck. **Adopter will keep the dog/cat clearly identified immediately upon adoption and at all times with a soft cloth or canvas collar holding its license tag, and identification tag with the pet’s name, owner’s name, address and telephone number.**

SPAY/NEUTER: BREEDING OF THIS DOG/CAT IS STRICTLY FORBIDDEN. If this dog/cat is not already spayed or neutered, adopter agrees to do so within thirty (30) days and to send a copy of the spay/neuter certificate to The St. Martin’s Animal Foundation within ten (10) days of completion.

- This dog/cat is already altered and the above provision does not apply.
- This dog/cat needs to be spayed/neutered. Adopter will give a security deposit of \$100.00, returnable within ten (10) days of receiving written proof from the veterinarian, that the dog/cat has been spayed/neutered. **Adopter understands that this is a requirement and not an option.** The St. Martin’s Animal Foundation will follow up with adopter if written proof of spaying/neutering this dog/cat is not received within thirty (30) days of adopting this dog/cat.

CONDUCT & HEALTH OF DOG/CAT: Adopter understands that no one can predict how a dog/cat will react in a new situation. Therefore, adopter will exercise prudence and caution in introducing this dog/cat into the new situation until the dog/cat has become fully adjusted to its new environment and adopter has had an opportunity to become familiar with this dog's/cat's unique personality. Adopter assumes full responsibility for the conduct of this dog/cat, and for any damage to persons or property. The St. Martin's Animal Foundation makes no explicit or implicit guarantees in reference to the health and/or temperament of the dog/cat. The dog/cat is adopted "as is" and the adopter assumes all responsibility for treatment of any and all existing conditions or any other physical, medical or temperament changes that may occur in the future. The St. Martin's Animal Foundation 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 of merchantability or fitness for any particular purpose, including, without limitation, any warranties regarding health, temperament or whether the animal is housebroken.

OTHER USES: This dog/cat will not be used for rituals, racing, fighting, medical or experimentation purposes. It will be nothing other than a house pet, companion and family member.

TRANSFER OF OWNERSHIP: The ownership and responsibility for this dog/cat belongs solely to adopter. However, if adopter can no longer keep this dog/cat or provide it with good care, including food, shelter or veterinary care, adopter will contact The St. Martin's Animal Foundation and give the rescue the opportunity to find another home for this dog/cat. The dog/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 animal shelter without express permission from The St. Martin's Animal Foundation. Adopter will allow The St. Martin's Animal Foundation sufficient time to arrange for a suitable home for the dog/cat. Adopter will inform The St. Martin's Animal Foundation if the dog/cat has any behavioral or medical conditions, which make finding another home unadvisable. If adopter has to return the dog/cat to The St. Martin's Animal Foundation, return transportation is adopter's responsibility.

FURTHER CONTACT: Adopter understands that The St. Martin's Animal Foundation may contact him/her for further verification of this dog's/cat's welfare. Adopter will cooperate by providing whatever information is requested and adopter will permit The St. Martin's Animal Foundation to visit the home or contact the veterinarian, if so requested. **Adopter will keep The St. Martin's Animal Foundation informed of any changes of address, email address or telephone number so that adopter can be contacted for the life of the dog/cat.** If the dog/cat becomes lost, adopter will notify The St. Martin's Animal Foundation immediately.

REPOSSESSION: Adopter understands that in the event he/she does not follow the terms of this Agreement or adopter neglects or abuses the dog/cat, The St. Martin's Animal Foundation or another animal authority has the right to take possession of the pet. The adopter agrees to pay The St. Martin's Animal Foundation any and all expenses, including court costs and reasonable attorney's fees, in enforcing the terms and provision of this contract.

THE ST. MARTIN'S ANIMAL FOUNDATION has provided the best information it can about the dog/cat, and adopter accepts responsibility for the dog/cat based on the information available and provided at the time of this Agreement. Adopter does not hold The St. Martin's Animal Foundation responsible for errors in the information provided about this dog/cat. Adopter realizes any rescue only knows what the previous owners have told it or very little in the case of a stray. The Release Statement below releases The St. Martin's Animal Foundation from any and all liabilities with respect to this dog's/cat's behavior, actions, health or performance. Adopter therefore forfeits any right to sue. Adopter understands that in the event he/she gives false information or does not follow the terms of this contract, The St. Martin's Animal Foundation may reclaim this dog/cat and start legal proceedings against adopter at adopter's expense, and may assess damages in the amount of \$1,000, plus legal fees, against adopter.

RELEASE STATEMENT

Adopter(s) of the dog/cat identified in the Preamble of this Agreement, agree, understand and promises to forever release, discharge, indemnify and hold harmless The St. Martin’s Animal Foundation, a 501c3 non-profit organization, or any of its agents or representatives, board members, or any other person associated with this rescue, their heirs, administrators, executors, successors and assigns from any and all claims, damages, costs, expenses, loss of services, actions and causes of action arising out of bodily injuries, mental anguish or property damage or any other occurrence from the present time on, caused by the adoption of this dog/cat. This includes any and all loss, damage, fees and expenses (including legal or medical fees) by reason of liability imposed by law upon The St. Martin’s Animal Foundation or any of it’s agents or representatives, heirs, administrators, executors, successors and assigns because of bodily injuries or death to any person(s), or animal, including the adoptive owners, or any damage to property arising out of or in consequence of the placement of this dog/cat, howsoever such injuries, death or damage to property may be caused, whether or not the same may have been caused by, or may be alleged to have been caused by, negligence of the aforementioned parties or any of their agents or representatives, or any other person connected with The St. Martin’s Animal Foundation. Adopter(s), the undersigned, assumes sole responsibility for all manner of actions and causes of actions, suits, debts, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever arising out of possession and/or the placement of this animal. Adopter also understands that this organization will not be responsible for any medical care or costs thereof required for this animal from this day forth. All expenses resulting in any injury or illness and all care will be adopter’s sole responsibility. In addition, adopter hereby agree that The St. Martin’s Animal Foundation, its agents or representatives, board members or any other person associated with this rescue, their heirs and assigns, successors and executors, will not and cannot be held responsible for the conduct, behavior, health or disposition of this animal. Adopter shall assume all responsibility for damages, suits, debts and actions that arise from ownership of this animal. Adopter(s) realizes that adopter(s) hereby give up any right to take any legal action whatsoever against The St. Martin’s Animal Foundation, it’s agent or representatives, board members, heirs, administrators, executors, successors and assigns.

Unconfirmed and unverifiable information has been voluntarily provided to this rescue by its former owner, if known, but The St. Martin’s Animal Foundation has undertaken no investigation with regard to the history or physical condition of the animal other than given by the previous owner (if known). The St. Martin’s Animal Foundation, and any other agents or representatives, board members, executors, successors, agents and assigns, make neither warranty nor guarantee, expressed or implied, as to the physical, medical, mental or behavioral condition of this animal, its background or its suitability or compatibility.

Adopter(s) therefore hereby releases The St. Martin’s Animal Foundation, and all of its heirs, administrators, executors, successors and assigns, board members, and any other agents or representatives from any and all responsibility with regard to this adoption, which adopter(s) undertake voluntarily and with full knowledge of the above release and its implications.

I certify that I have read and understand the terms of this Pet Adoption Agreement and Release Statement by signing below on

this _____ day of _____, _____.
date month year

Primary Adopter’s Signature

Secondary Adopter’s Signature

Primary Adopter’s Printed Name

Secondary Adopter’s Printed Name

Signature of Witness

Printed Name of Witness

Witness Residence, City, State, Zip

St. Martin’s Animal Foundation – Representative Signature

St. Martin’s Animal Foundation – Representative Printed Name