

# Adoption Agreement

Adoption Agent Name \_\_\_\_\_ Phone \_\_\_\_\_ Adoption Date: \_\_\_\_\_

Address \_\_\_\_\_

## New Owner Information:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Day Time Phone # \_\_\_\_\_

Evening Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

E-mail \_\_\_\_\_

Cell/VM: \_\_\_\_\_

## Adoptee Information:

Adoption# / Name \_\_\_\_\_ Breed \_\_\_\_\_

Color \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_

Heartworm Test: \_\_\_\_\_ DHLPP-C: \_\_\_\_\_

Rabies: \_\_\_\_\_ Bordatella: \_\_\_\_\_

Other: \_\_\_\_\_

Next Heartworm Test: \_\_\_\_\_ Next DHLPP-C: \_\_\_\_\_

Next Rabies: \_\_\_\_\_ Next Bordatella: \_\_\_\_\_

Other: \_\_\_\_\_

Anyone who adopts a dog or cat from an Animal Shelter, Rescue Agency or Humane Society is required by law to have the animal sterilized. Anyone who violates this requirement is subject to civil penalties and may be required to meet their legal obligations under sections 3.2-6574 et seq of the Code of Virginia.

The adoption agent establishes the conditions in this agreement to safeguard the health and well-being of the rescued animal, to protect the rescued animal against neglect, abuse and cruelty and to ensure a permanent, stable and loving home for the rescued animal for the rest of its natural life.

The adoption agent agrees to provide the animal and new owner hereby accepts ownership; new owner has paid \$ \_\_\_\_\_ as an adoption fee and hereby promises the following:

1. If the animal is not already sterilized, New Owner will have a licensed veterinarian sterilize the animal within (a) 30 days after the date of adoption, if the animal is sexually mature, or otherwise (b) 30 days after the animal becomes 6 months old. Within 7 days after the animal is sterilized, New Owner will deliver or mail to adoption agent a written confirmation of the sterilization signed by the veterinarian who performed the sterilization. The confirmation must briefly describe the animal, include the New Owner's name and address, certify that the sterilization was performed, and specify the date of the procedure. These requirements are imposed by law. (NOTE: Any dog or cat adopted in the City of Norfolk must, by law, be sterilized prior to adoption unless its health may be jeopardized by sterilization. If the animal is not sterilized, the adopter must have the animal sterilized within 30 days of the adoption and payment for sterilization must be made at time of adoption either by deposit with adoption agent (which will be refunded to adopter when proof of sterilization is rendered) or by pre-payment to vet or clinic where animal will be sterilized, proof of which shall be required.
2. If animal is lost, stolen or dies before being sterilized New Owner will, upon request, provide adoption agent with an affidavit regarding the loss of the animal within 5 days of request for affidavit.
3. The said animal will live in a private residence only.
4. New Owner will not continually keep the animal in a cage, yard, pen, hutch, garage, on a tether, or allow it to roam off his/her property. *New Owner will keep the animal solely as an indoor house pet.*
5. New Owner will provide humane care and will comply with all laws and ordinances in force in the area in which New Owner resides applicable to the said animal.
6. New Owner will notify adoption agent within 24 hours if animal is lost or stolen and will make every effort to locate the animal by contacting shelters, humane societies and placing ads in the newspaper; and New Owner will provide adoption agent with a new address and phone number within 14 days of relocation if New Owner moves.
7. New Owner will never take this animal to an animal shelter, pound, or humane society and will never allow this animal to be used in animal research, dog fighting, for protection training, attack training or as a guard dog for any agency, firm, corporation or organization. New Owner will not use said animal for the purpose of hunting game animals.
8. New Owner will not give, sell, lend or exchange the said animal without the prior permission of the authorized agent. If for any reason, New Owner cannot keep the adopted animal, New Owner *will return it to adoption agent*. New Owner understands and agrees that adoption agent shall have up to 5 days, from the date of notice of New Owner's intent to return the animal, to prepare for its return. New Owner agrees to provide care for the said animal until adoption agent accepts him/her back into rescue. Under no circumstances shall adoption agent be required to accept the return of the animal, even if it has the right to do so. Giving away the animal does not relieve New Owner of responsibility under this contract.
9. New Owner will treat this animal as a family pet, with affection and kindness and not subject him/her to abuse or cruelty at any time. New Owner will provide adequate companionship and a securely fenced yard or frequent and regular leash walks, and will properly secure said animal on a leash when animal is not on adopter's property.
10. New Owner will provide regular veterinary care, including annual vaccinations, monthly heartworm medication, flea preventative, parasite checks, parasite control and dental care.
11. New Owner will provide proper food, shelter and fresh water at all times.
12. New Owner will immediately license, place personal identification tag on said animal and will keep an ID tag on the animal at all times, with a strong buckle collar. New Owner will never leave a choke chain on the Animal when unattended.
13. Adoption agent has not made any warranties or representations about the animal, its temperament, condition, or suitability for New Owner. Any

statements which have been made by adoption agent about the animal were based on the knowledge of the person making the statement, but are not guaranteed to be accurate. Adoption agent shall not be responsible for, and are hereby released from any cost, claim, liability, or damage of any nature, present or future, that New Owner may incur as a result of the adoption of the animal. New Owner shall indemnify, hold harmless, and defend adoption agent, its members and agents from any cost, claim, liability, or damage of any nature, present or future, in connection with the animal.

- 14. New Owner will immediately contact and discuss any behavior or medical problems with an adoption agent representative.
- 15. New Owner will allow adoption agent to examine the animal and its living conditions at any time, and on request of adoption agent will return the animal if adoption agent is not satisfied, in its sole discretion, with any such examination.

17. Other Provisions: \_\_\_\_\_  
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16. New Owner agrees that damages for the breach of this contract would be difficult or impossible to determine. Therefore, if New Owner breaches this contract, New Owner will pay adoption agent \$150 as liquidated damages for the breach. In addition, New Owner will pay all attorney fees and court costs incurred by adoption agent due to New Owner's breach, and all civil and other fines that may be imposed by law. Attorney fees shall be \$100 for uncontested matters and \$150 per hour for contested matters, including, but not limited to, travel time, telephone conversations, preparing correspondence, etc. The legal remedies specified above shall not be nor are they intended to be adoption agent's exclusive remedies, and adoption agent shall still be entitled to any equitable remedies available under the law.

## Release and Indemnification

*I have submitted an application for adoption and I certify that the information in the application contained herein is true and correct. I understand that any misrepresentation in the application shall be deemed a violation of this contract. By signing, New Owner intends to be legally bound by this agreement and does hereby agree to perform all those items listed above in paragraphs 1-17. In addition, by signing, New Owner warrants that he/she is over 21 years of age, has read, understands and accepts the terms of this relationship and knowingly and voluntarily enters into this agreement.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature (co-applicant) \_\_\_\_\_ Date \_\_\_\_\_

Adoption Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

Notes: \_\_\_\_\_  
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