

Critter Shack ADOPTION APPLICATION for a Dog / CONTRACT

crittershack.org

This contract is made between _____ (Adopter) and Critter Shack Humane Society of Menard, Inc. (later referred to as Critter Shack), on (date)_____.

Critter Shack agrees to do the following:

1. Give the Adopter title to, possession and control of the dog as described:

Name of Pet: _____ **Sex:** Male Female
Breed: _____ **Approximate Age:** _____ **Color:** _____

Microchip # _____ **SA Shelter #** _____

for so long as the ADOPTER complies with the terms of this contract. All liability due to property damage or personal injury will be transferred to the new owner upon adoption.

2. Provide ADOPTER with any and all veterinary records available for dog along with current medications. All dogs are spayed or neutered prior to adoption or will have an appointment for the procedure as soon as the animal is old enough for surgery.

3. Critter Shack acknowledges receipt from ADOPTER of a donation as noted below to aid with reimbursement of expenses incurred to consider dog for adoption or an appropriate spay/neuter contract is signed and approved.

IN RETURN, THE ADOPTER AGREES TO THE FOLLOWING:

Contact Information:

Name _____ **Email** _____
Address _____ **City** _____ **State** _____ **Zip** _____
Phone () _____ **Cell** () _____ **Work** () _____
Place of Employment _____
Drivers License Number _____ **State** _____

Do you own your home? _____

If no, I have approval from my landlord and agree to pay \$_____ in pet deposits / fees required by the landlord Yes No

Landlord's name and number

1. I have never abandoned or abused an animal.

I have _____ dogs and _____ cats at home. I understand how to introduce new pets into the family and believe this dog will be a good addition to the family. Are your current pets spayed/neutered and current on vaccinations? _____

Veterinarian's name _____

2. No one in the family (immediate or extended) is allergic to dogs. Yes No

3. How many hours a day will you be able to spend with this animal? _____

4. Should something happen and you had to relocate or could no longer care for your pet, what would you do?

5. Is your property fenced? If so, please tell type of fence and height _____

Personal References:

Name	Phone Number	email	address
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

I further agree to:

6. Keep the dog as a pet and companion and not to abandon, trade, give away, or sell it, nor is the dog to be used or sold for commercial use or research purposes. **If the adopter cannot for any reason keep the dog, he/she must contact Critter Shack and return the animal.**

7. Provide adequate, food, water, shelter, exercise, and medical care at all times and care for the dog in a devoted and humane manner for the remainder of its natural life.

8. Maintain appropriate vaccinations and other preventive health and dental care, including but not limited to year-round heartworm and flea prevention.

9. The dog shall reside within the ADOPTER'S home or in a safe, fenced yard. Keeping the dog on a chain, rope or similar device is not permitted. Adopter will follow all City pet ordinances for care of the new dog.
10. No dog should be left unattended with small children at anytime. Critter Shack takes no responsibility for harm of any kind to child by this pet.
11. During the dog's lifetime Critter Shack may visit the premises where the dog is kept and reclaim the dog if, in the judgment of the Critter Shack, the dog is not being adequately cared for or ADOPTER has not complied with any provision of this contract.
12. ADOPTER agrees to pay all costs necessary to enforce this agreement including reasonable attorneys' fees, costs of litigation, dog recovery fees, and all medical bills to restore the dog's health back to adoptable status. Jurisdiction for any disputes shall be Menard County, Texas.
13. The ADOPTER authorizes any animal care or control agency to release the dog to a RESCUER representative, hereby designated as Agent for the ADOPTER, if the dog is found running at large or is brought into a sheltering facility for any reason.
14. ADOPTER acknowledges that the dog is adopted "as is" and that no implied or expressed warranties have been made by Critter Shack in reference to the health, training and/or temperament of the dog. Critter Shack shall not be held responsible for any veterinary expenses after adoption of the dog or held liable for any misrepresentations unknown to Critter Shack.

RELEASE OF ALL CLAIMS AND WAIVER OF RIGHT TO SUE

The ADOPTER understands and agrees that owning a dog involves certain inherent risks and dangers of accident, injury or even death. I understand and agree that I fully and freely accept all responsibility for any injury which may occur to me, my dog and/or my property and that neither Critter Shack Humane Society of Menard, Inc, Petsmart, the City of Menard, the City of San Angelo, or any other member, volunteer, director, employee, agent, servant, partnership, business entity or person associated with any of those named can be held responsible in any manner, even for their own negligence, for any injury of any nature to me, my dog or my property.

Adopter hereby release, acquit, and forever discharge Critter Shack Humane Society of Menard, Inc., Petsmart, the City of Menard, the City of San Angelo, or any other member, director, employee, agent, servant, partnership, business entity, or person associated with any of those named from any and all liability for injury or death caused to me, my dog or my property as a result of their negligence which may occur to me in the future, or for any reason whatsoever.

Adopter further agrees to indemnify and hold harmless, Critter Shack Humane Society of Menard, Inc., Petsmart, the City of Menard, the City of San Angelo, or any other member, director, employee, agent, servant, partnership, business entity or person associated with any of those named for their own negligence and any injuries, death, or damages which may be associated with such negligence regardless of whether such injuries, death, or damages are caused in whole or in part by the negligence of any of the parties herein indemnified.

Adopter agrees, in the event of a dispute over medical care for an adopted animal, to surrender said animal to Critter Shack until a mediated resolution can be reached. If resolution cannot be reached, Critter Shack will retain ownership of animal and refund the adoption fee to adopter.

Adopter acknowledges that I have read and understand this agreement, the intended effect of which is to RELEASE from liability, even for matters that may occur in the future, Critter Shack Humane Society of Menard, Inc., Petsmart, the City of Menard, the City of San Angelo, or any other member, director, employee, agent, servant, partnership, business entity or person associated with any of those named and that this agreement shall be binding upon me, my heirs, executors, administrators or assigns. I further waive my right to sue in the event of injury, any of those persons named above, or anyone acting through them or on their behalf.

Adoption Fee: \$ _____ Cash/Check # _____ Obedience Training Recommended YES NO

I have read and agree the above statements are true and accurate.

Adopter's signature _____

Critter Shack Humane Society of Menard, Inc. Representative:

