

In the name of ZOEY

Animal Welfare Advocacy Group
Houston, TX
www.inthenameofZOEY.org
ZoeyHelps2@aol.com

Pet Adoption Contract

This agreement is made this ____ day of ____ in the year _____,
by and between **In the name of ZOEY**, hereinafter referred to as
"rescuer,"

And _____, hereinafter
referred to as the **"adopter."**

The adopter hereby understands, promises, and agrees that in receipt
of this pet to forever release, discharge and covenant to hold harmless
rescuer and by other person, firm, or organization charged or
chargeable with responsibility or liability, their heirs, administrators,
executors, successors, and assigns from any and all claims, damages,
and costs, expenses, loss of services, actions and causes of action
belonging to the said adopter, arising out of any act or occurrence from
the present time and particularity on account of the adoption of:

Pet Name: _____

Number: _____

Sex: _____ Color: _____

Date of Birth/Approximate Age: _____

Breed: _____

hereinafter referred to as "this pet" or the "pet."

Adopter's name _____

Address: _____

City _____ State _____ ZipCode _____

Telephone numbers: cell _____

hm _____ other _____

The adopter hereby declares that no representations about the nature
of the adopted dog/cat, nor any representations regarding the nature

and extent of legal liability or of financial responsibility have induced the adopter to sign this contract.

In consideration of a donation in the amount of \$_____, the adopter acknowledges the provisions as defined:

Fee \$_____

The donation is NOT a fee or sale price, but a request to defer or reimburse rescuer for any and all medical expenses, or any other expenses incurred by the pet or rescuer to consider the pet for adoption. Copies of all receipts will be provided with each contract, if applicable.

Spay/Neuter Agreement

This is a contract of **MANDATORY Spay/Neuter** as defined herein.

2.1 Spay Agreement

This spay agreement is an agreement that the female pet will not produce a litter of puppies or kittens, either as purposely bred or by accidental breeding. The rescuer's female pet adopted under 4 months of age will be spayed prior to adoption. If the pet's health does not allow this agreement to be honored, permanent ownership by the adopter is contingent upon a veterinary statement. This statement will be by the veterinarian that has seen this pet, examined this pet and has evaluated this pet as not yet in emotional and/or physical condition for spay. Based on this situation, rescuer, not the adopter, and the veterinarian will extend the length of time to be spayed immediately after the pet's condition has improved.

Verification of sterilization by the veterinarian is to be mailed to rescuer within fourteen (14) days of the spay. It is the responsibility of the adopter, not the veterinarian, to be sure that rescuer has received this statement. If this agreement is not honored the adopter will acknowledge and agree that the contract has been violated and the adopter will transport the pet back to rescuer with no refund.

2.2 Neuter Agreement

The rescued male pet shall be neutered prior to the adoption. Proof of sterilization by the veterinarian must be provided to rescuer and given to the adopter. If the health of the pet delays the neuter, the

veterinarian that has seen this pet, examined this pet, and evaluated this pet must provide a statement to inform as to why the neutering cannot be done and when it can. Rescuer will then re-identify the guidelines based on the pet's condition. It is the responsibility of the adopter, not the veterinarian, to be sure that rescuer has received this statement. If this agreement is not honored the adopter will acknowledge and agree that the contract has been violated and the adopter will transport the pet back to rescuer with no refund.

Collars and Tags

The pet will not wear a pinch (cleat) collar or any similar article around the neck for the purpose of any basic training, any basic correcting, or for permanent use of identification. For dogs, the pinch (cleat) collar is only to be used to correct a behavior problem which is an isolated incident and only under the guidance of a professional dog trainer, then not to be used for any other reason. The pet shall at all times be required to wear a nylon belt buckle collar with the rabies tag, identification tag (displaying the home address and the county license). The chain collar (often referenced as a choke chain or referred to as training chain) will only be used to walk the dog on a leash.

A leash is required when the dog is taken out in a public area which enforces a leash law, any area which requires total control over the dog at all times, and any area which requires the dog to be leashed at all times when walked in a residential area.

Transfer of Ownership

The pet 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 research facility. The pet adopted from rescuer must be returned to rescuer if for any reason the adopter can no longer keep it. Violation of this agreement will result in court costs and attorney fees payable by the adopter if necessary for rescuer to redeem the pet. *Note - In the event the adopted pet needs to be returned to the rescue for any reason, the adopter must allow 30 days before surrendering the animal, this is to give the rescue enough time to make preparations for the pet to return to a foster, boarding facility or back to Houston.

Training

Regarding dogs, the adopter promises that under no circumstances will the dog be trained to develop a dual personality, as defined: no protection, attack, schutzhund, or guard dog training is permitted. The dog will not be encouraged to show any aggressive or agitated behavior. The dog will be a family member only and only participate in good citizen, basic obedience, search and rescue, therapy dog training, or service dog training.

The dog will not be maintained as property or for the purpose of being a deterrent due to size, appearance, or display and encouragement of territorial behavior.

Environment

The pet shall reside indoors, in the adopter's home, and live as a family member and companion only. The pet will not be kept outdoors during the adopter's working hours, or at any other time left alone outdoors while the adopter is not at home. The pet may be confined to a room such as a bedroom or basement or any other room of adequate size and protected from the elements of weather. The adopter is not to expose the pet to harmful objects, poisons, or other living creatures that may endanger the pet's life.

Regarding dogs, they may be crated for no longer than eight(8) hours in a twenty-four(24) hour period of time. The crate must be large enough for the dog to stand up in, and turn around in as well as having the proper width and bedding on the floor of the crate for the dog to lie comfortably on its side. An outside shelter such as a dog house is not acceptable as residence but can be used only when needed in extreme heat, cold, or rain when the dog is let out into the yard for short periods of time and only when the adopter is at home.

Health Program for Dogs

The rescuer's dog adopted as a puppy shall begin heartworm preventative at four (4) months of age when receiving the rabies shot as required by law. The dog shall remain on heartworm preventative indefinitely throughout the entire lifespan of the dog. Rescuer reserves the right to verify with the adopter's veterinarian that the heartworm preventative has been purchased and that the dog has a yearly blood test for this purpose. The dog shall also have yearly booster shots of

DHLPP and bordetella. The adult dog when adopted will be seen by a veterinarian within five (5) days of the adoption date to start the heartworm preventative program and to get a fecal test done to be sure the dog is free of parasites. Rescuer reserves the right to check with the veterinarian at any time to verify that all the basic health requirements are being done. Renewal of rabies vaccine is required by law and therefore by the terms of this contract

Health Program for Cats

Safe Environment: Adopter will provide a safe environment including screens on windows. If Adoptee is a kitten, toilet lids will be kept closed. Guests will be informed "Not to let the cat out." Cat will not be placed in a home where other cats have not been spayed/neutered, been tested for FIV/LUK and are not up to date on their immunizations.

* Agreement NOT to Declaw: You promise never to declaw this cat. You agree that declawing consists of amputating not just the claws, but the whole phalanx (up to the joint), including bones, ligaments, and tendons! Declawing is not a "simple", single surgery but 10 separate, painful amputations of the third phalanx up to the last joint of each toe. You agree declawing can cause serious physical, psychological and behavioral complications. You understand that scratching is normal cat behavior and you will provide scratching pads and keep their nails trimmed.

Transportation: The cat will be properly restrained, preferably using a secured crate when transported in any vehicle.

Important Notice Temperament

Rescuer makes no explicit or implicit guarantees in reference to the health and/or temperament of the pet. The pet is adopted "as is" and the adopter assumes all responsibility for treatment of any and all existing conditions or any other conditions of physical or temperament changes that may occur. Rescuer will provide the pet with the basic vaccines and heartworm test before adoption if the age and current health of the pet permits.

* ***While the rescuer makes every effort to place only healthy animals, the rescuer 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.

Remedy for Non-compliance

It is agreed that rescuer shall retain superior title in said animal limited to and for the express purpose of assuring the animal's well-being and only exercise its superior claim in the event it appears to rescue that the proper and humane care as specified in the above adoption provisions is not being afforded said animal, in which case the animal may be taken through a claim and delivery proceeding. The adopter further agrees that if there is any breach or default of the terms of this contract, and the pet must be redeemed through a claim and delivery service, that the adopter will be held liable for all court costs and fees for the adopter's attorney and for rescuer's attorney. This has been read to the adopter and explained to the adopter. The adopter has read this, understands and agrees to this and is signing this contract.

Cosmetic Surgery

Unless directed by a licensed veterinarian for reasons related to the health and welfare of the pet, cosmetic surgery will not be performed under any circumstances, including but not limited to tail docking or ear cropping.

Transportation

The pet will not ride in the back of a pickup truck under any circumstances including those such as in a cage/ kennel, or tied. The pet shall not remain in any vehicle in extreme heat, with windows down, or unattended for any amount of time.

Adequate Fencing for Dogs

The adopter agrees that the definition of an adequate fence is a fence that encloses a yard or a large pen, larger than the outdoor kennels. An adequate fence is one that prevents the dog within to go out of the area by jumping, digging, or exiting through gates not properly secured. The fence will prevent any other animal from entering the property the dog lives on and will be secure enough to prevent intruders or small children from easily gaining entry. The adequate fence does not include a split rail, electric, or invisible fence. A shock or electric collar is not acceptable. A kennel environment is not acceptable for housing, safety, or the emotional well being of the dog. If the dog should be able to jump over, or dig under the fence it is no longer an adequate fence and must be repaired by raising it to six(6) feet or sealing any and all weak spots immediately. This decision on whether a home is adequately fenced will be made by rescuer, not by the adopter. While the fence is not serving the purpose the adopter shall not leave the dog unattended in the yard at any time.

Rescuer's Reservation Of Rights

Rescuer reserves the right to follow up on this adoption to inspect the animal and where the animal is kept for the sole purpose of determining compliance with the terms of the within contract by making a personal visit to the premises of the adopter at anytime during the entire lifespan of the animal. If the terms and conditions of this contract are not upheld by the adopter and/or any misrepresentations have been made to by the adopter, rescuer reserves the right to terminate this contract and the adopters will agree to allow a representative of rescuer to reclaim the animal without notice or refund. The adopter further agrees to pay liquidated damages in the amount of fifty dollars per day for every day that the adopter fails to comply with the agreement terms or willingly surrender the animal at time the incident has become knowledge to rescuer. Rescuer's reservation of rights also includes not adopting a pet into an area or environment that may endanger the life of said pet, which includes relocating with the pet after the adoption agreement. If the pet becomes lost, seriously injured, and/or permanently disfigured, or for any reason the pet dies the rescuer must be notified immediately.

Adopter's Acknowledgment of Terms

I hereby acknowledge receipt of the above described animal and therefore agree to the following terms:

The pet is not to reside anywhere without a fenced yard.

The pet will not be chained to a doghouse or chained outside to any type of object or outbuilding.

The pet is not to live in a garage, doghouse, or any type of outbuilding.

Shelter from weather must be provided for the Animal at any time that the pet is outside if the weather is extreme heat, extreme cold, or any other weather conditions that may endanger the health of the pet. The pet is not to remain solely in a crate while indoors, only while the adopter is not at home, if at all, and not for more than eight (8) hours a day.

While the adopter is at home, the pet is not to remain solely in one room, not to be confined to either the crate or a room, and must have free roam of the house as a family member.

The pet is not to be left with small children at any time when unattended by an adult.

The adopter must provide rescuer with the name of the veterinarian the pet is going to and notify rescuer if there is a change.

The pet -dog- must remain on heartworm preventative all year round. The pet -dog- shall not be trained, encouraged, nor misrepresented for the purpose of protection, aggression, or any aggravated display of behavior.

The pet is to have adequate food, water and shelter at all times.

The pet -cat- shall not be declawed

The pet -cat- will receive all preventive medications available to stay in good health and receive up to date vaccinations.

The adopter shall refrain from physical abuse of the animal and from otherwise treating the animal in an inhumane manner.

Change of Address and Notification

The adopter agree to notify no more than ten(10) days prior to change of address, change of environment that will affect the pet, or any incident involving animal control and/or complaints arising from said ownership of the animal.

Costs of Enforcement

Should it become necessary for to take action to recover an adopted pet or otherwise enforce the provisions of the adoption contract agreement, the undersigned adopter(s) will be responsible for all court costs and all attorney fees representing either the adopter or rescuer.

Confidentiality

This is a confidential agreement between the adopter and the rescuer.

Right of Ownership

The pet adopted from rescue is "sole property" of rescue and has been surrendered as such by private owners or animal facilities that have signed a statement agreeing that the above mentioned pet is not owned property of any other person, firm or organization. Rescuer shall not be held liable, charged, or chargeable for any misrepresentations unknown to this rescuer.

Signed This _____ Day Of _____, 20_____

Adopter's Signature _____

Rescuer's Signature(s): Olney

In the name of ZOELY

Extended Provision Of Contract

Obedience Training Agreement for dogs

The adopter agrees and promises to enroll said dog in an obedience class within two (2) weeks of this _____ day of _____, 20____. The adopter further agrees to go to classes with the dog and start the training on the day the class begins. The adopter agrees and

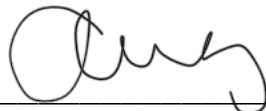
understands that the terms of this training requires completing the entire course. A copy of certificate of completion must be given to rescuer within ten (10) days after completing the course. Private lessons or sending the dog away for training is not acceptable. The adopter further understands that permanent ownership is contingent upon honoring this agreement. If the adopter does not comply with this agreement the dog must be surrendered back to the rescuer immediately.

Puppies that have not received all DLHPP vaccinations are not required to attend obedience class nor is it advised. DHLPP Vaccinations are given 3 weeks apart until the full series has been completed.

At this time, the above extended provision is required:

Adopter's Signature

In the name of ZOEY signature



Date _____