

INDIVIDUAL RESCUER ADOPTION APPLICATION/CONTRACT INFORMATION

Rescuer's Name: _____

My goal is to place (insert pet's name)_____ in a permanent, loving home. I RESERVE THE RIGHT TO DECLINE ANY APPLICATION.

The adoption fee is \$ \$200 for dogs, \$75 for kittens under 6 months, \$50 for cats, 6 months or older.

YOU MUST BE AT LEAST 21 YEARS OF AGE TO ADOPT.

ADOPTION APPLICATION

Please print clearly. (Must be at least 21 years of age to adopt).

NAME: _____

Name of animal in which you are interested: _____ **Date:** _____

Breed/Description: _____ **Male/Female** _____

Release for Veterinary Reference: (to be completed by potential adopter) if you have a current vet

I, _____, hereby give permission for any veterinarian providing service to me to release medical information on any/all of my animals to RESCUER.

(signature)

My current veterinarian is _____

located at _____ and can be reached at (_____) _____

Information on Applicant:

Driver's License No.: _____ **Date of Birth:** _____

Email: _____

Address (include City and Zip Code) _____

Home phone (_____) _____ Work phone (_____) _____ Cell phone (_____) _____

Employer _____ What are your hours? _____

Spouse/Partner Work phone (_____) _____ Cell phone (_____) _____

Spouse's name: _____

Spouse's employer: _____

Information on Family & Home:

Do you live alone or with family? _____ Does **every** adult in the household agree on owning this pet? _____
Does anyone in the household have allergies? _____ If so, are they allergic to animal dander? _____
Do you have children/grandchildren? _____ What ages? _____
Do they live in the household? _____ If they do not live with you, how often do they visit? _____
Do you own or rent? _____ House or apartment? _____ If renting, how long at this location? _____
If renting, does your lease allow pets? _____ Breed or weight restrictions? _____
Pet deposit? _____ (We will need confirmation of payment of any required pet deposit.)
Rental manager's name and phone number _____

Do you have a fenced yard? _____ What type of fence and how high? _____
Do you have any Sago Palms? _____ If yes, are you willing to remove these plants which are highly toxic to dogs? _____

Information on Pet Care:

How long would the pet be left alone? _____ Where would the pet stay during the day? _____
Where would the pet sleep? _____
Do you or your spouse/partner travel frequently? _____ If so, how often? _____
What will you do with the pet when you travel? _____
What will you do with this pet if you have to move? _____
Are you willing and able to purchase and use a crate if needed or advised? _____
Are you willing and able to commit to behavior and/or dog obedience training? _____
New pets make take from a few days to a few months to adjust to a new home and family. Are you willing to devote the time, patience, and love necessary? _____
How would you reprimand your pet for mischievous behavior? _____
Do you have a pet door? _____ How would you handle the dog's/cat's potty needs? _____

Have you housetrained an animal before? _____ If so, describe how you accomplished this _____

How would you exercise the pet? _____

Have you owned this breed/mix before? _____ Have you owned a rescued animal before? _____

Have you ever adopted from a rescue group or shelter? _____ If so, what group/shelter? _____

Have you applied to adopt an animal and been declined? _____ If so why? _____

Have you ever given up animal(s)? _____ If so, why? _____

If so, what did you do with the animal(s)? _____

If there are any drastic changes in your life (marriage, divorce, children, move, etc.) what would you do with your pet? _____

Information on Desired Pet Characteristics:

Do you have a preference on pet's age, gender, size, breed, hair length, etc.? _____

What qualities are you looking for in a pet? (Please be specific, also indicate activity level you are looking for in a pet) _____

What traits or characteristics are you sure you do **NOT** want? (Please be specific) _____

Do you give permission for RESCUER to visit your home prior to adoption to do a home check and after adoption to do follow up checks on the pet? _____

PET OWNERSHIP HISTORY

Do you or did you have other pets? If yes, please state the breed, sex, etc. of each pet, including whether it was spayed or neutered and on heartworm preventive, and how and when the pet was acquired and why you no longer have the animal. If necessary, attach another sheet or write on the back.

Name _____ Dog or cat? _____ How acquired? _____
Breed _____ Male or Female? _____ Spayed/neutered? _____
Age of pet _____ Length of ownership _____
Heartworm preventative? _____ What kind of Heartworm preventative? _____ When last given? _____
Is your pet current on all shots? _____ If no, please explain. _____
Where did this animal sleep? _____
Where did the pet stay while you were away or at work? _____
Did this pet have any problems or conditions? _____
What happened to this pet? _____

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ADOPTION, RELEASE AND INDEMNITY AGREEMENT

A BINDING AGREEMENT made as of the date set forth above.

WHEREAS, Adopter wishes to take custody of Pet:

Name: _____ Sex: Male Female, Approximate Age: _____

Color: _____ Breed/Description: _____

Altered: Spayed Neutered Heartworm Status: Positive Negative

Enrollment in the Pet Recovery services provided by HomeAgain, Avid, or other comparable service is included in your adoption fee. RESCUER will remain as the Primary contact and Adopter will be enrolled as the Alternate contact.

NOW, THEREFORE, for and in consideration of RESCUER'S relinquishment of custody of Pet and other good and valuable consideration provided to Adopter by RESCUER, which Adopter acknowledges is good and sufficient consideration for Adopter's agreements herein, Adopter hereby gives and grants unto RESCUER, as a basis on which Pet is released, this Adoption, Release and Indemnity Agreement, and promises, covenants and agrees as follows:

HOLD HARMLESS/ INDEMNIFICATION

RESCUER SHALL NOT BE LIABLE TO ADOPTER ON ANY THEORY OF LEGAL LIABILITY INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF RESCUER FOR ANY INJURY, DEATH OR DAMAGE DIRECTLY OR INDIRECTLY CAUSED BY PET. ADOPTER DOES HEREBY RELEASE RESCUER FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, OBLIGATIONS, DEMANDS, OR CAUSES OF ACTION, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING OUT OF OR RELATING IN ANY WAY TO PET OR RESCUER'S RELEASE OF PET TO ADOPTER. IT IS THE EXPRESSED INTENTION OF ADOPTER AND RESCUER THAT THE RELEASE PROVIDED FOR IN THIS PARAGRAPH IS DESIGNED AND INTENDED TO PROTECT RESCUER FROM ANY PERSONAL INJURY CLAIMS BY ADOPTER OR OTHERS AND FROM THE CONSEQUENCES OF ANY HARM, BEHAVIOR, OR OTHER ACTION BY PET, AND FROM THE CONSEQUENCES OF ANY ACT OR OMISSION OR NEGLIGENCE ON THE PART OF RESCUER IN OBTAINING CUSTODY OF PET, IN PROVIDING CARE FOR PET, IN TRAINING OR NOT TRAINING PET, OR IN FAILING TO PROVIDE TIMELY OR ADEQUATE WARNING TO ANY PERSON CONCERNING PET.

_____ ADOPTER'S INITIALS:

ADOPTER further promises, covenants and agrees:

- _____ 1. to pay an adoption fee in regards to this adoption prior to the transfer of said pet to the Adopter. The adoption fee is NON-REFUNDABLE even if the pet is returned to RESCUER.
- _____ 2. to never sell, trade, or give away this pet to anyone. I will never relinquish this pet to any shelter or pound, whether "no-kill" or otherwise. I will notify RESCUER if I am unable or unwilling to keep this pet for any reason, and I will return this pet to RESCUER after arrangements have been made for such return. If this pet is lost or stolen, I will notify RESCUER immediately.
- _____ 3. that all future medical and health maintenance treatments are my responsibility, unless RESCUER has specifically agreed in writing to pay for them under the "special provisions" at the end of this contract. I will seek immediate (at time of injury or signs of illness) veterinary care if this pet becomes ill or is injured. I understand this is for the lifetime of the pet.
I will administer monthly heartworm preventative to the pet year round. If the pet is heartworm positive, I understand that Heartgard® or ivermectin is the only preventative that may be administered, as any other type could cause the pet to become seriously ill or even die. If the pet is heartworm positive, I will follow a heartworm treatment plan recommended by a veterinarian approved by RESCUER.
- _____ 4. to keep all immunizations current and updated according to a veterinarian's schedule.

- _____ 5.. to keep the Pet primarily indoors, interacting with my family, and will not to be banished to the back yard. I will never tie my pet to a chain or rope or leave him/her unattended for long periods. The Pet will be exercised in a fenced yard or on a leash, and not be allowed to roam the streets.
- _____ 6. If pet is a cat, to keep the Cat indoors at all times and will never be subjected to surgical removal of its claws
- _____ 7. that the pet SHALL NOT be physically altered in any manner (docking tails, cropping ears, declawing, etc.).
- _____ 8. to comply with all state and local ordinances in the confinement, care, and licensing of this pet. I will reclaim this pet promptly, and pay any required fees if it is picked up by an animal control agency. IF THIS PET IS EVER STOLEN OR LOST, ADOPTER AGREES THAT HE/SHE WILL TAKE ALL REASONABLE STEPS TO FIND THE PET AND WILL IMMEDIATELY NOTIFY RESCUE SERVICE. SUCH REASONABLE STEPS, INCLUDE, BUT ARE LIMITED TO, POSTING SIGNS IN THE VICINITY OF WHERE THE PET WENT MISSING AND CHECKING AREA POUNDS AND SHELTERS. IN THE EVENT THAT RESCUER OR ANY OF ITS AGENTS HAVE TO RETREIVE THE DOG FROM ANY POUND, SHELTER OR PERSON THAT IS IN POSSESSION OF THE DOG AFTER ADOPTER HAS BEEN NOTIFIED, ADOPTER AGREES TO IMMEDIATELY REIMBURSE RESCUER OR ITS AGENT FOR ANY AMOUNTS EXPENDED IN PROCURING THE DOG'S SAFE RETURN AND RESCUER RESERVES THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO DETERMINE WHETHER THE DOG SHALL BE RETURNED TO ADOPTER OR RETAINED BY US.
- _____ 9. Rabies and ID tags will be kept on the animal at all times. Cats will only wear a breakaway collar specifically designed for cats.
- _____ 10. THAT RESCUER DOES NOT MAKE ANY GUARANTEES REGARDING THE AGE, NATURE, TEMPERAMENT, OR HEALTH OF THIS PET. Adopter assumes all risks and responsibility including the financial responsibility of ownership of this pet once he/she is in my possession and that RESCUER is not in any way responsible for such costs incurred.
- _____ 11. **that if I fail to fully and timely comply with the terms of this contract, I will, voluntarily, immediately release ownership, possession, custody and control of this pet to RESCUER, and if I fail to do so, RESCUER will be entitled to enforce specific performance of this contract in addition to any other legal remedy available to RESCUER.**
- _____ 12. that all information in the Adoption Application is true, complete and correct and agree that any false or misleading statement thereon will constitute a breach of this contract. If any information contained on Adopter's Adoption Application is untrue, Adopter expressly agrees that RCR may retake custody of Pet without refunding adoption fee and without recourse by Adopter and adopter agrees to relinquish such pet to RESCUER .
- _____ 13. that this Agreement shall be governed and construed in accordance with the laws of the State of Texas; and
- _____ 14. that any disputes between the parties to this Agreement concerning the subject matter of this Agreement shall be submitted for resolution to the courts of Harris County, Texas.
- _____ 15. I am at least 21 years of age.
- _____ 16. Special provisions of this contract, if any, are as follows: _____

My signature below affirms that I have read and agree to all the above conditions:

**SIGNED, this _____ day of _____
 (month / year)**

Signature of Adopter(s)

Signature of RESCUER

Signature of Adopter(s)

ACCEPTED BY RESCUER – Houston, TX	Adoption Fee Received _____ Additional Contribution Received _____ Cash _____ Check _____
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Medical Records Delivered:	Heartworm Preventative Due On:
Flea/Tick Preventative Due On:	Microchip Information: