



MARION COUNTY ANIMAL SHELTER
123 Cat and Dog Road
Marion, SC 29571
843-423-8370

ADOPTION CONTRACT

This agreement is made on ____ / ____ / ____, by and between Marion County Animal Shelter representative _____, hereinafter referred to as "rescuer," and _____, hereinafter referred to as the "adopter."

The adopter hereby understands, promises, and agrees that in receipt of this animal 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 particularly on account of the adoption of:

Name: _____ Breed: _____ Gender: ____ Color: _____ Chip/ ID # _____ Rabies # _____

Date of Birth/Approximate Age: _____ hereinafter referred to as "this animal" or the "animal."

The adopter hereby declares that no representations about the nature of the adopted animal, or any representations regarding the nature and extent of legal liability, or of financial responsibility have induced the adopter to sign this contract.

The adopter hereby acknowledges the following 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 animal or rescuer to consider animal for adoption.

COLLARS AND TAGS

The animal shall at all times be required to have identification (a micro chip) at minimum to guarantee a safe return should the animal be lost or stolen. A nylon collar with the rabies tag, identification tag is also an acceptable form of identification but can cause choking hazards and it not recommended should your animal be lost or stolen.

TRANSFER OF OWNERSHIP

The animal 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 animal 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 the rescuer to redeem the animal. Any court costs or fees will be the responsibility of the adopter and the adopter will be required to travel to the rescuers home state if necessary.

ENVIRONMENT

The animal shall reside indoors, in the adopter's home, and live as a family member and companion only. The animal 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 animal 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. Crating is recommended to keep the animal safe while you are away from home.

HEALTH PROGRAM

The rescuer's animal adopted as a puppy/kitten shall begin heartworm preventive at four (4) months of age when receiving the rabies shot as required by law. The animal shall remain on heartworm preventive indefinitely throughout the entire life span of the animal. Rescuer reserves the rights to verify with the adopter's veterinarian that all recommended vaccinations are up to date.

The animal when adopted will be seen by a veterinarian within seven (7) days of the adoption date to start the heartworm preventive program and to get a fecal test done to be sure the animal is free of parasites. Rescuer reserves the rights to check with the veterinarian at anytime to verify that all the basic health requirements are being done.



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IMPORTANT NOTICE - TEMPERAMENT

Rescuer makes no explicit or implicit guarantees in reference to the health and/or temperament of the animal. The animal 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 animal with the basic vaccines and heartworm test before adoption if the age and current health of the animal 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 warranties of merchantability or fitness for any particular purpose, including, without limitation, any warranties regarding health, temperament or whether the animal is housebroken.

TRANSPORTATION

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

REMEDY FOR NONCOMPLIANCE

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. The adopter will be held liable for all court costs and fees for the adopter's attorney and for rescuers' attorney. Again, if the animal is out of state the adopter will be required to return to the rescuers state to appear in court.

The adopter has read this, understands and agrees to this, and is signing this contract

If the terms and conditions of this contract are not upheld by the adopter, and/or any misrepresentations have been made 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 (50) 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.

Rescuers' reservation of rights also includes not adopting a animal into an area or environment that may endanger the life of the animal, which includes relocating with the animal after the adoption agreement.

If the animal becomes lost, seriously injured, and/or permanently disfigured, or for any reason the animal dies, the rescuer must be notified within five (5) business days.

All fees are non-refundable.

Adopter agrees to enroll said animal in obedience training within six months of adoption.

OTHER INFORMATION

This animal is currently being treated for the following: _____ I understand that as an adopter it is my responsibility to continue all necessary treatments.

CHANGE OF ADDRESS AND NOTIFICATION

The adopter agrees to notify rescuers no less than ten (10) business days prior to change of address, or change of environment that will affect the animal, and no more than five (5) business days after any incident involving animal control and/or complaints arising from said ownership of the animal.

COSTS OF ENFORCEMENT



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Should it become necessary for rescuer to take action to recover an adopted animal, 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.

RIGHT OF OWNERSHIP

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

ADOPTER'S ACKNOWLEDGMENT OF TERMS

The undersigned adopter hereby acknowledges receipt of the above described animal and therefore agrees to the terms mentioned

Adopter's Name: _____ Adopter's Name: _____

Adopter's Signature: _____ Adopter's Signature: _____

Signed this _____ day of _____, in the year _____

Please Print

Home Phone: () Cell Phone: () Work Phone: ()

Adopter's Address: _____

City: _____ State & Zip Code: _____

Rescuer's Name (Please Print): _____

Rescuer's Signature: _____

Amount due: _____

Date Paid: _____