

## **Desiderata Rescue**

### **Feline Adoption Contract**

THIS ADOPTION CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year), between **Desiderata Rescue** (hereinafter referred to as Rescue  
Service), and \_\_\_\_\_ (hereinafter referred to as Adopter, whether one or more  
persons).

WHEREAS, in order to protect abandoned cats, the Rescue Service does accept for  
placement from individuals, animal shelters, humane societies and other persons and  
entities, cats which are homeless, and

WHEREAS, the Rescue Service does attempt to place such cats where possible in  
suitable homes in consideration for the payment of a fee determined in each case;

NOW, THEREFORE, it is agreed as follows:

1. Rescue Service does agree to place for adoption the following described cat(s)  
(hereinafter referred to as cat(s)) with the Adopter:

NAME OF CAT(S): \_\_\_\_\_ SEX: \_\_\_\_\_

SPAYED/NEUTERED: \_\_\_\_\_

COLOR/DESCRIPTION: \_\_\_\_\_

APPROX. AGE OR DOB: \_\_\_\_\_

ORIGIN OF CAT(S): \_\_\_\_\_

2. Adopter agrees to pay the adoption fee of \_\_\_\_\_ per cat at the time of  
placement.
3. Adopter agrees that cat(s) will be kept as a home companion and will share  
Adopter's home being given the same considerations, as would a human family  
member.
4. Adopter will not use, nor will he/she allow the cat(s) to be used for any illegal  
purpose.
5. If for any reason Adopter is unable to keep the cat(s) for its entire life, Adopter  
**must** contact Rescue Service and make arrangements to return cat(s) to Rescue  
Service at adopter's expense. Adopter agrees **not** to sell, give away, or dispose  
of the cat in any other manner (except euthanasia for medical reasons at the  
advice of a licensed veterinarian) without prior consent in writing of Rescue  
Service.
6. In case of Adopter's death, the below designated person, who shall receive a  
separate agreement to sign to affirm their responsibility, will be responsible for  
contacting Rescue Service and make reasonable and timely (within two (2)  
weeks of death) arrangements for return of cat(s) to Rescue Service:

Name of Designated Person: \_\_\_\_\_

Relationship to Adopter: \_\_\_\_\_

Address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

7. Adopter agrees to inform Rescue Service in any change of contact information of the Adopter or the Designated Person within two (2) weeks of such change.
8. Adopter agrees to keep cat(s) safe and secure at all times.
9. It is expressly understood that the Rescue Service places the cat(s) with no warranty as to the physical condition or temperament of the cat(s). **Adopter accepts cat(s) as is with all defects, either observable or unobservable, and assumes all risk for such dog from the date of signing of this contract.**
10. Adopter agrees to care for the cat(s) in a humane manner, including but not limited to providing water, premium quality food, shelter, exercise and veterinary care, including annual inoculations, for the duration of said cat(s) life, all in a manner satisfactory to the Rescue Service.
11. Adopter agrees to keep cat(s) as **indoor only**.
12. Adopter agrees to **NOT** declaw cat(s).
13. Adopter agrees that at no time will the cat(s) be left in a vehicle when the outside temperature exceeds 70 degrees Fahrenheit.
14. Adopter agrees to notify Rescue Service **immediately** by phone in the event cat(s) is lost or stolen, and at the time of its death. Rescue Service reserves the right to request and receive a veterinarian's "cause of death" statement in the event of the cat(s) death.
15. The Rescue Service has no knowledge of the temperament/behavior of this cat(s) except as follows:
  
16. Adopter assumes all responsibility for the cat(s) actions after the effective date of this Feline Adoption Contract as first set forth on page one. Adopter agrees to hold the Rescue Service and its Representative harmless from any and all liability associated with any illness of the cat(s), or damage or injury caused hereafter by said cat(s).
17. Adopter agrees to a two (2) week trial period from day of this contract upon which Rescue Service will evaluate the situation and reserves the right to remove cat(s) if the adoption is not in the best interest of cat(s) upon evaluation.
18. Adopter agrees to a six (6) month in-home check-in to upon which the Rescue Service will evaluate the situation and reserves the right to remove cat(s) if the adoption is not in the best interest of the cat(s) upon evaluation.

19. Adopter agrees to provide updates via e-mail, phone calls, text messaging, and in the form of pictures when requested by Rescue Service throughout the entire life span of cat(s).
20. Should Adopter breach any of the agreements contained in this Feline Adoption Contract, the Rescue Service shall have the right to rescind this Feline Adoption Contract and demand return of cat(s). Should Adopter fail to return cat(s) the Rescue Service may seek an Order from a Court of competent jurisdiction for the return of said cat(s) and liquidated damages from Adopter in addition to any sum paid for this cat(s) pursuant to this Adoption Contract plus attorney's fees and court costs.
21. This contract is to be governed by the laws of the State of Washington.

Signature of Rescue Service Representative \_\_\_\_\_

Signature of Adopter \_\_\_\_\_

Address of Adopter \_\_\_\_\_

Phone No. of Adopter \_\_\_\_\_

RESCUE CANNOT VOUCH FOR THE TEMPERMENT, HEALTH, OR LINE OF THE CAT, OTHER THAN STATED IN THIS CONTRACT, AS THE CAT MAY HAVE BEEN IN AN UNUSUAL SITUATION, AND IN MANY CASES WITHOUT HISTORY, AND MAY NOT SHOW ITS TRUE NATURE OR HEALTH FOR SOME TIME AFTER PLACEMENT.

Desiderata Rescue, Domestic Non-Profit in the State of Texas with primary location in Anna, TX

Location of and contact for Rescue Service Representative in Washington State:

Miriam Kelly (President of Rescue Service)

13650 1<sup>st</sup> Ave SW

Burien, WA 98166

Phone: 425-281-4825

# Desiderata Rescue

# **Canine Adoption Contract**

THIS ADOPTION CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **Desiderata Rescue** (hereinafter referred to as Rescue Service), and \_\_\_\_\_ (hereinafter referred to as Adopter, whether one or more persons).

WHEREAS, in order to protect abandoned dogs, the Rescue Service does accept for placement from individuals, animal shelters, humane societies and other persons and entities, dogs which are homeless, and

WHEREAS, the Rescue Service does attempt to place such dogs where possible in suitable homes in consideration for the payment of a fee determined in each case;

NOW, THEREFORE, it is agreed as follows:

1. Rescue Service does agree to place for adoption the following described dog (hereinafter referred to as dog) with the Adopter:

NAME OF DOG(s):  SEX:

**SPAYED/NEUTERED:**

**COLOR/DESCRIPTION:**

APPROX. AGE OR DOB:

## ORIGIN OF DOG:

2. Adopter agrees to pay the adoption fee of \$\_\_\_\_\_ at the time of placement.
  3. Adopter agrees that dog will be kept as a home companion and will share Adopter's home being given the same considerations, as would a human family member.
  4. Adopter will not use, nor will he/she allow the dog to be used for any illegal purpose. Adopter agrees that the dog will **not** be attack or protection trained and will **not** be used for guard work in any commercial endeavor.
  5. It is expressly understood by the parties to this Canine Adoption Contract that in the case of a dog which has not been voluntarily released to the Rescue Service by its owners and/or which has not been obtained from a governmentally operated or sanctioned entity which is empowered by law to transfer or otherwise dispose of such dog free and clear of any claim of ownership, that the Rescue Service cannot guarantee that it has absolute free and clear title to such dog and that no claim of ownership will ever be made against such dog.
  6. In the event that a claim of ownership as discussed in Paragraph 5 above is made against the dog which is the subject of this Dog Adoption Contract, and the Adopter returns such dog either voluntarily or pursuant to an Order of a

Court of competent jurisdiction, the fee specified in Paragraph 2 above shall be refunded. In no event shall the Rescue Service be liable for any costs of any nature whatsoever incurred beyond such fee.

7. In case of Adopter's death, the below designated person, who shall receive a separate agreement to sign to affirm their responsibility, will be responsible for contacting Rescue Service and make reasonable and timely (within two (2) weeks of death) arrangements for return of dog(s) to Rescue Service:

Name of Designated Person: \_\_\_\_\_

Relationship to Adopter: \_\_\_\_\_

Address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

8. If for any reason Adopter is unable to keep this dog for its entire life, Adopter **must** contact Rescue Service and make arrangements to return dog to Rescue Service at adopter's expense. Adopter agrees **not** to sell, give away, or dispose of the dog in any other manner (except euthanasia for medical reasons at the advice of a licensed veterinarian) without prior consent in writing of Rescue Service.
9. Adopter agrees to keep dog safe and secure at all times.
10. It is expressly understood that the Rescue Service places the dog with no warranty as to the physical condition or temperament of the dog. **Adopter accepts this dog as is with all defects, either observable or unobservable, and assumes all risk for such dog from the date of signing of this contract.**
11. Adopter agrees to care for the dog in a humane manner, including but not limited to providing water, premium quality food, shelter, exercise and veterinary care, including annual inoculations, for the duration of said dog's life, all in a manner satisfactory to the Rescue Service.
12. Adopter agrees to provide a fenced enclosure constructed of either chain link or wood of an appropriate height to contain the dog if the dog is to be allowed off-leash on the Adopter's property. Adopter agrees that the dog must be protected by being on a leash when outside a fenced enclosure. **Under no circumstances is the dog to be routinely tethered as a means of confinement.**
13. Adopter agrees that at no time will the dog be transported in the open bed of a pickup truck, or left in a vehicle when the outside temperature exceeds 70 degrees Fahrenheit.
14. Adopter agrees to notify Rescue Service of any change of contact information within two (2) weeks of such change.
15. Adopter agrees to notify Rescue Service **immediately** by phone in the event this dog is lost or stolen, and at the time of its death. Rescue Service reserves

the right to request and receive a veterinarian's "cause of death" statement in the event of the dog's death.

16. The Rescue Service has no knowledge of the temperament/behavior of this dog except as follows:

17. Adopter assumes all responsibility for the dog's actions after the effective date of this Adoption Contract as first set forth on page one. Adopter agrees to hold the Rescue Service and its Representative harmless from any and all liability associated with any illness of the dog, or damage or injury caused hereafter by said dog.
18. Adopter agrees to a two (2) week trial period from day of this contract upon which Rescue Service will evaluate the situation and reserves the right to remove dog if the adoption is not in the best interest of the dog upon evaluation.
19. Adopter agrees to a six (6) month in-home check-in upon which the Rescue Service will evaluate the situation and reserves the right to remove dog if the adoption is not in the best interest of the dog upon evaluation.
20. Adopter agrees to provide updates via e-mail, phone calls, text messaging, and in the form of pictures when requested by Rescue throughout the entire life span of the dog.
21. Should Adopter breach any of the agreements contained in this Adoption Contract, the Rescue Service shall have the right to rescind this Adoption Contract and demand return of this dog. Should Adopter fail to return dog the Rescue Service may seek an Order from a Court of competent jurisdiction for the return of said dog and liquidated damages from Adopter in addition to any sum paid for this dog pursuant to this Adoption Contract plus attorney's fees and court costs.
22. This contract is to be governed by the laws of the State of Washington.

Signature of Rescue Service Representative\_\_\_\_\_

Signature of Adopter \_\_\_\_\_

Address of Adopter

Phone No. of Adopter

RESCUE SERVICE CANNOT VOUCH FOR THE TEMPERMENT, HEALTH, OR LINE OF THE DOG, OTHER THAN STATED IN THIS CONTRACT, AS THE DOG MAY HAVE BEEN IN AN UNUSUAL SITUATION, AND IN MANY CASES WITHOUT HISTORY, AND MAY NOT SHOW ITS TRUE NATURE OR HEALTH FOR SOME TIME AFTER PLACEMENT.

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