



awwdoptable@gmail.com

Awwdoptable.org

469-431-2992

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*KITTEN ADOPTION CONTRACT/AGREEMENT*

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Awwdoptable, Inc. (the "Charity/Rescue/we/us"), a Texas 501 (c) (3) non-profit corporation, and the undersigned (the "Adopter" or "you"). In consideration of mutual covenants in this Agreement and other good and valuable consideration, intending to be legally bound by this Agreement, agree to the following (initial below):

1. \_\_\_\_ **The Kitten:** We are placing the following described Kitten with you, the Adopter, for the adoption by you as a companion Kitten and family member:

Date: \_\_\_\_\_ Name: \_\_\_\_\_ (Hereinafter ADOPTEE or Kitten)

Microchip #: \_\_\_\_\_

Breed \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_

Color/Markings: \_\_\_\_\_

2. \_\_\_\_ **The Kitten:** I understand that Awwdoptable, Inc. makes no guarantees on the health of the animal. The Kitten is adopted "as is" and the adopter assumes all financial responsibility for the treatment of all existing and future conditions.
3. \_\_\_\_ **Adoption Donation:** To assist us in continuing our rescue work, Adopter agrees to make a **non-refundable** donation of **at least \$150.00 per Kitten**. This donation is immediately used to pay the ongoing costs of rescuing stray and shelter animals, including food, veterinary care, behavior training, etc. Donation will be made upon custody exchange, if not before, via cash, check, or PayPal to [awwdoptable@gmail.com](mailto:awwdoptable@gmail.com).
4. \_\_\_\_ **Care of Kitten:** You agree that this Kitten is being adopted as a family member and will be **INDOOR ONLY**. You agree to provide the Kitten with fresh water, wholesome Kitten food, affection and shelter.
5. \_\_\_\_ **Veterinary Care:** Awwdoptable commits to providing every adopted Kitten with the following health services as part of the adoption:
- updated vaccination schedule (for adult animals, FVRCP and rabies vaccination; for Kittens, three rounds of FVRCP for full immunity and rabies vaccination)
  - microchip - this will remain in the name of Awwdoptable, Inc., with adopter's contact info added to the chip, as well. If the animal is found or surrendered, Awwdoptable will be notified.
  - spay/ neuter
  - deworming
  - flea/ tick/ heartworm prevention

If any of these remains outstanding at the time custody of the Kitten is taken, Adopter agrees to prioritize getting these accomplished by scheduling with an Awwdoptable, Inc. Principle within 30 calendar days of adoption, and providing documentation of their completion via email at [awwdoptable@gmail.com](mailto:awwdoptable@gmail.com).

Adopter understands that choosing to accomplish these vaccinations or services without cooperation of Awwdoptable or our partner vet releases Awwdoptable from the obligation to pay for or reimburse for these vaccinations.

Kitten should be examined by Adopter's chosen licensed veterinarian within 10 days of adoption and will be provided with any additional medical treatment as needed. Adopter agrees to keep all vaccinations current. Any veterinary problems that may arise, including serious illness requiring emergency care or surgery is Adopter's responsibility and that Adopter will be responsible for all related cost.

6. \_\_\_\_\_ **Safe Environment:** Adopter will provide a safe environment including screens on windows. Kitten will not be placed in a home where other Kittens have not been spayed/neutered, been tested for FIV/LUK and are not up to date on their immunizations.
7. \_\_\_\_\_ **Agreement NOT to Declaw:** You promise never to declaw this Kitten. 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 Kitten behavior and you will provide scratching pads and keep their nails trimmed.
8. \_\_\_\_\_ **Lost Kitten:** You agree to make an immediate and serious effort to find the Kitten if it becomes lost, by (a) filing lost reports with the local police, animal control authorities, animal shelters, SPCA's and local veterinarians and pet stores, (b) post lost Kitten signs (c) place lost Kitten ads in your local paper (d) contact us for additional support and advice. Furthermore, Adopter understands that if the loss was the result of negligence or failure to comply with the covenants of this Agreement, Awwdoptable, Inc. reserves the right not to return the Kitten and to place adoptee into a new home.
9. \_\_\_\_\_ **No Right to Transfer:** If at any time in the future you cannot continue to provide proper care for the Kitten, you will not abandon, give or sell the Kitten to another person, company, organization, medical research, pound or animal shelter. You agree to do one or more of the following:
  - a. Obtain approval from Awwdoptable, Inc. to transfer the ownership of the Kitten to a friend or relative. Rescue must approve the new adopter who will be required to sign an agreement similar to this one.
  - b. Pay to board adoptee for an agreed-upon time, allowing Rescue to actively seek a new home and then relinquish the Kitten to Rescue when a home is found. (Boarding costs vary from \$10 to \$30 per day)
  - c. Return Adoptee to Rescue—Adopter agrees to give Rescue up to five days' notice prior to returning adoptee in order for Rescue to secure boarding.
10. \_\_\_\_\_ **Return Policy:** If Adopter decided to not keep the Kitten, Adopter hereby agrees to return the Adoptee to Rescue. Importantly, Adopter agrees to give Rescue three to five business days to secure a proper facility to board the Kitten and will provide safe and loving care of the Adoptee until it is returned. Adopter agrees to safely transport the Kitten to the determined facility and will return any/all paperwork and supplies provided by Rescue at that time.
11. \_\_\_\_\_ **Euthanasia:** You agree that you may not euthanize the Kitten except in the case of the Kitten's terminal illness or injury, or old age accompanied by pain and suffering, and in that cause, the euthanasia must be performed by a licensed veterinarian.
12. \_\_\_\_\_ **Change of Contact Info:** You will notify Awwdoptable, Inc. of all changes of address and/or telephone within 30 days after the change. Communications should be emailed to: [awwdoptable@gmail.com](mailto:awwdoptable@gmail.com).
13. \_\_\_\_\_ **Estate Provisions:** Adopter agrees to provide for care of Kitten in their will or estate if by no other means than specifying in writing that Adoptee is to be returned to Awwdoptable, Inc. in the event of Adopter's death.

14. **Follow Up:** Adopter understands and agrees that Awwdoptable, Inc. is fully entitled to make follow-up visits or phone calls to ascertain that all of the covenants and clauses of this agreement are being satisfied. Adopter is obligated to cooperate with Rescue.

**Right to Reclaim:** Adopter understands and agrees that Rescue reserves the right to reclaim adoptee if any of the above conditions are not met to the satisfaction of Rescue. Adopter further understands and agrees that any expenses incurred by Rescue in exercising its rights under this provision will be paid by Adopter in addition to any liquidated damages required by other provisions of this Agreement.

**No Warrantee:** Rescue makes no warranty as to the temperament or physical condition of the Adoptee. The Adoptee is being adopted as is.

**Special Disclaimer:** All warranties with regard to Adoptee, including any implied warranty of merchantability and fitness for a particular purpose, where they are applicable, are hereby specifically disclaimed.

**Release & Indemnification/No Liability:** Adopter hereby releases Awwdoptable, Inc. from any and all liability for personal injury, property damage, legal fees, or veterinary care, or any other expense or liability incurred by Adopter as a result of this adoption. Adopter agrees to indemnify Awwdoptable, Inc. from any and all such claims and to pay, without limitation, any costs related to such injury, damage, or liability, including, in the case of litigation, any attorney’s fees incurred by Awwdoptable, Inc. in its defense.

**Breach of Agreement/Liquidated Damages:** In the event that you do not comply with the terms of this Agreement, or the Kitten is abused or neglected, we hold the right to recover the Kitten from you upon demand, and the Kitten will be surrendered to us immediately. In addition, without waiving any of our rights under this Agreement, if you do not surrender the Kitten to us, you will owe us a payment in the amount of \$2,500 agreed between us as just and reasonable liquidated damages to compensate us for our costs and expenses in connection with your breach of this Agreement and we reserve our rights to reacquire the Kitten.

**Entire Agreement/Modification/Binding Effect:** This Agreement (including the attached Voluntary Release/Waiver of Liability) is the entire agreement between you and us and supersedes any prior understandings between you and us with respect to the subject matter of this agreement. No modification of this Agreement will be valid unless in writing duly signed by both you and us. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors.

Dated: \_\_\_\_\_

**BY ADOPTER:**

Signed & Agreed \_\_\_\_\_

Print Name \_\_\_\_\_

Driver’s License # \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

E-Mail \_\_\_\_\_

**AWWDOPTABLE, INC.:**

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Contact # \_\_\_\_\_

**Emergency Contact/Friend or Relative that does NOT live with you:**

Name \_\_\_\_\_

Number \_\_\_\_\_

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*VOLUNTARY RELEASE / WAIVER OF LIABILITY*

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This Voluntary Release/Waiver of Liability (the "Release") is made and entered between this undersigned and Awwdoptable, Inc. ("Charity") effective as of the below-indicated date. The undersigned desires to adopt an animal from Charity, and as an inducement to Charity to agree to the adoption, the undersigned hereby represents, acknowledges and agrees as follows:

- I. I acknowledge that, due to the unpredictable nature of animals, certain risks and dangers may occur while caring for an animal, including risks of injury to person and property, and that I have voluntarily agreed to make the adoption contemplated herein with full knowledge of such risks and hereby voluntarily assume all of such risks.
- II. I agree that I will not make any claims against, sue or attach any property of Charity, its directors, officers, agents, employees and/or volunteers for any injury or damage caused by any animal(s) adopted from Charity.
- III. I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me or third parties as a result of any action or activity of any animal(s) adopted by me from Charity. It is my intention by this instrument to exempt and relieve Charity from ALL liability for personal injury, property damage or wrongful death caused by negligence or otherwise.
- IV. I hereby agree to hold Charity and its directors, officers, agents and/or employees harmless and indemnify them from and against any liability, claims, judgments or expenses I may incur arising out of my adoption of an animal from Charity and/or my ownership or care of any such animal thereafter.
- V. I HAVE CAREFULLY READ THE FOREGOING, AND I UNDERSTAND THAT TOGETHER THEY CONSTITUTE A DISCLAIMER OF LIABILITY BY CHARITY AND A RELEASE OF ALL CLAIMS BY ME. I UNDERSTAND THAT I ASSUME ALL RISKS INHERENT IN MY DECISION TO ADOPT AN ANIMAL FROM CHARITY AND ANY RELATED ACTIVITIES. I VOLUNTARILY SIGN BELOW TO EVIDENCE MY ACCEPTANCE OF THE ABOVE PROVISIONS.
- VI. If any portion of this Release is held invalid, it is agreed that the balance hereof shall continue in full legal force and effect.
- VII. This Release is governed by the laws of the State of Texas applicable to agreements entered into and fully performed therein.

Dated: \_\_\_\_\_ 20\_\_\_\_. Executed at \_\_\_\_\_, Texas

Signature of Pet Adopter: \_\_\_\_\_

Print Name: \_\_\_\_\_