

**St. Martin Humane Society
Animal Adoption Contract**

This Adoption Contract is entered into between the Adopter and the St. Martin Humane Society (SMHS). In consideration of payment to SMHS of an adoption fee, Adopter agrees to adopt said animal (described below) subject to the following terms and conditions:

Adoption fee

Adopter agrees to pay the sum of \$125.00 as a donation to SMHS. Returned checks are subject to an additional \$25 fee. The adoption fee provides for spay/neuter and current vaccinations.

Animal's care

Adopter agrees to keep this animal as a household pet and companion and to provide a good home, including but not limited to, dry, clean sleeping quarters; wholesome food; clean, fresh water; sufficient exercise in consideration of the size and breed of the animal; routine veterinary check-ups; heartworm and parasite prevention; all required vaccinations and medical care; necessary and emergency veterinary care upon sickness, disease or injury. This animal will share Adopter's home being given the same consideration as would a human family member.

Adopter agrees to keep a buckle collar, with the dog's current rabies and identification tag on it, on the dog, whether outside or inside Adopter's home and/or yard.

Adopter agrees to provide a safe and secure fenced enclosure appropriate for the size of dog that shall be no less than 300 square feet. Under no circumstances is the dog to be routinely tethered as a means of confinement. The dog shall not be kept constantly chained or caged or left outdoors in cold or hot weather.

Adopter agrees that the dog will be confined in the house when there is on one at home, except for prolonged absences such as vacations when secure and proper care will have been prearranged for the dog.

Adopter agrees that at no time will the dog be transported unrestrained and in an unsafe manner in the open bed of a pickup truck, or left in a vehicle when the outside temperature exceeds 70 degrees Fahrenheit.

Adopter agrees not to mistreat or abuse the animal or to allow anyone else to do so, and will not allow the animal to be used for research purposes or medical experimentation.

Adopter agrees to comply with all local laws. Adopter will NOT use, nor will he/she allow the dog to be used for any illegal purpose.

St. Martin Humane Society
P.O. Box 64
Breaux Bridge, LA 70517
Phone: (337) 442-6150
Email: webmaster@stmartinhumane.org

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Adopter agrees that the dog will NOT be attack or protection trained and will NOT be used for guard work in any commercial endeavor.

Adopter agrees to two (2) home visitations by a representative of SMHS within the first three (3) months following the effective date of the Adoption Contract to determine if the adoption is successful. An annual visitation thereafter will be permitted at the discretion of SMHS.

Adopter agrees to notify SMHS of any change of telephone number and/or address within two weeks of such change.

Disposition of animal

Adopter acknowledges that abandonment of an animal is a violation of this contract and agrees not to do so under any circumstances. Adopter furthers agrees to return this animal to SMHS should that occasion arise that it can no longer be kept or cared for in the manner prescribed in this Contract.

Adopter agrees NOT to sell, give away, turn over to any animal shelter or pound, or dispose of the dog in any other manner without prior consent of SMHS (except euthanasia for medical reasons at the advice of and performed by a licensed veterinarian).

Lost Animal

Adopter agrees that if the animal is lost, every reasonable effort will be made to recover the animal, including but not limited to, advertising at Adopter's expense in local newspapers, visiting the local shelter and contacting the local animal groups, and paying all recovery fees if the animal is seized by animal control officers.

Adopter agrees to notify SMHS immediately by phone in the event this dog is lost or stolen and at the time of its death. SMHS reserves the right to request and receive a veterinarian's "cause of death" statement in the event of a dog's death.

SMHS reserves the right to reclaim the dog if it is found at large.

Breach of Contract - Liquidated Damages/Attorney Fees and Court Costs:

Should Adopter breach any of the terms of this Adoption Contract, SMHS shall have the right to rescind this Adoption Contract and demand return of the dog. Should Adopter fail to return the dog SMHS may seek an Order from a Court of competent jurisdiction for the return of said dog and liquidated damages from Adopter in the amount of seven hundred fifty dollars (\$750.00)

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plus attorney's fees, court costs and any veterinary costs related to the reason the dog is being returned.

Acknowledgements

The Adopter understands that this animal is being received without any implied warranties, guarantees, or representations about the animal's condition, temperament, behavior, or prior ownership. In consideration of these facts, the Adopter shall not hold SMHS responsible for any veterinary fees once the animal is adopted and hereby releases SMHS and its members, representatives and volunteers from any and all claims and causes of action of any kind on account of said animal. The Adopter agrees to cooperate with representative of SMHS in routine follow-up calls and/or visits concerning this animal and further understands that loss of custody of the animal and legal action may result should the terms of this contract be breached or if the Adopter has misrepresented any acts to the St. Martin Humane Society.

Adoption #: _____

Pet's Name:

Rabies Tag #: _____

Sex: _____

Microchip Brand & #:

Approx. Age or DOB:

Tattoo #:

Breed(s): _____

Animal Description:

Species: _____

Tail: _____

Color(s): _____

Weight: _____

Hair length: _____

Other: _____

Ears: _____

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Adopter Information

Last Name: _____ Home Phone #: _____

First Name: _____ Cell Phone #: _____

Address: _____ Work Phone #: _____

City: _____ E-mail Address: _____

State & Zip: _____

Follow Up Vet Care Dates:

I have accurately completed this agreement and all information stated is correct. I have read & understand the agreement in its entirety and understand the responsibilities of owning a dog.

Printed Adopter's Name	Signature	Date
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SMHS Representative's Name	Signature	Date
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