



Operation Pets Alive!
P.O. Box 132104
The Woodlands, Texas 77393
email: info@operationpetsalive.org

ADOPTION CONTRACT

I/We, _____ (hereinafter referred to as “ADOPTER”), do this ___ day of _____, 20___, enter into this Adoption Contract (the “Contract”) and acknowledge receipt from Operation Pets Alive! (hereinafter referred to as “OPA”) of a pet described as follows: Name: _____ ID: _____ Sex: M / F Age (approx.): _____ Color: _____ and tender the adoption fee of \$ _____.

TERMS AND CONDITIONS

In addition, ADOPTER agrees to the following terms and provisions:

1. ADOPTER understands that the adoption fee is only refundable if, within fourteen (14) days from the date of this Contract, ADOPTER personally returns the living pet to OPA and releases OPA of any and all liability.
2. ADOPTER agrees to take the pet to a licensed veterinarian for a check-up within fourteen (14) days from the date of ADOPTER’s possession of the pet. OPA makes no representations or warranties regarding the health of this pet.
3. ADOPTER agrees to provide this pet with a safe home, proper care and attention, and humane treatment in accordance with all current and future state, county, and local laws and ordinances where ADOPTER resides. A dog is not to ride loose in the back of trucks, is not to be chained or tied-out, or allowed to run or roam loose unless within a properly fenced area. The pet is not to be solely an outside pet nor housed outside or, in the case of a dog, in a kennel run. ADOPTER agrees to keep the pet as primarily an inside pet and that a dog should not be left outdoors for extended periods when the adoptive family is away from home.
4. ADOPTER understands that there are costs involved in maintaining a pet and agrees to assume full responsibility for all costs including the food bills, health care and licensing of the pet.
5. ADOPTER agrees to take the pet to a licensed veterinarian at least once a year for an examination, routine vaccinations, tests and to provide the pet with any necessary veterinary care upon sickness, disease or injury.

For dogs, ADOPTER agrees to provide – at a minimum – the following vaccinations and tests at the intervals required by law and/or advised by their veterinarian: physical examination; Rabies, Distemper/Parvo combination; fecal (internal parasite) test; monthly flea control treatment and a heartworm test at least six months after adoption followed by a regular course of heartworm preventative. Special Notice to ADOPTER: Even though a dog may have tested negative for heartworms initially, there is no guarantee or warranty made that the dog has not already acquired a heartworm infestation. Due to the physiology of heartworm disease, the testing done prior to this adoption may or may not be indicative of the future heartworm status of the dog.

For cats, ADOPTER agrees to provide – at a minimum – the following vaccinations and tests at the intervals required by law and/or advised by their veterinarian: physical examination; Rabies, FVRCP; fecal (internal parasite) test; monthly flea control treatment.

_____ Initials of Adopter(s)

6. ADOPTER grants permission to OPA to obtain any and all medical records for this pet from ADOPTER'S veterinarian at any time for any reason, and agrees to indemnify and hold OPA and any veterinarian harmless from any and all liability regarding the release of such medical records to OPA.
7. ADOPTER agrees that the pet will reside in his/her home, will be kept as a household pet, and will not be used for breeding, fighting, or in the case of dogs, exclusively as a hunting or guard dog.
8. ADOPTER agrees to provide a collar and a personal identification tag for the pet to wear at all times when allowed outdoors. ADOPTER agrees to provide and utilize a buckle type collar for the pet. Training collars such as "choke" or "prong" type collars shall only be used on a dog when working with or under direct supervision of a professional trainer. OPA recommends micro-chipping your pet. Tags containing your personal identification shall remain permanently affixed to the pet's collar. Such tags as well as the microchip are essential to your pet's safe return should they become lost or separated from you. ADOPTER also agrees to notify OPA within 24 hours should the pet become lost or separated from ADOPTER.
9. OPA makes no warranties or representations regarding the pet's health or temperament. It is agreed and understood by ADOPTER that while every effort is made to provide an accurate history and assessment of a pet, OPA does not warrant any pet regarding medical status, behavior, or disposition. It is further agreed that environmental changes may effect and change the temperament of the above named pet and that OPA has no liability or responsibility of any nature regarding defects with the pet, or injuries or damage to any person or property which may be caused by the pet.
10. ADOPTER consents to the examination of this pet by OPA (or its agent) at any time where there is reason to believe the animal's welfare is in jeopardy with or without ADOPTER'S consent. Adopter consents and acknowledges that OPA has the right to reclaim the pet at any time for failure to comply with the terms of this Contract or for any misrepresentations of fact ADOPTER made on the adoption application or in this Contract. ADOPTER agrees to allow any OPA representative onto ADOPTER'S property to reclaim pet if necessary. ADOPTER agrees to relinquish custody of the pet to OPA immediately upon request without legal writ or order until the situation warranting the reclamation is rectified. In the event the pet should be returned to or reclaimed by OPA, ADOPTER agrees to be financially responsible for any untreated medical issues as determined by OPA. In such event, if vaccinations are due within 30 days of returning the pet to OPA, ADOPTER also agrees to have the pet vaccinated OR pay the cost of such vaccinations to OPA. If a dog tests positive for heartworm infection, ADOPTER further agrees to pay OPA for all costs associated with heartworm treatment for the dog.
11. ADOPTER agrees that if for any reason, he/she cannot keep this pet; the pet must be returned to OPA. ADOPTER understands that no refund will be given after the initial fourteen (14) day period provided for in Paragraph 1 above. **The pet shall not be given away, sold, or exchanged by the ADOPTER without prior written consent of OPA. ADOPTER understands that any friend or family member who wishes to take ownership of this pet will be required to apply to OPA for the right to adopt it. It is strictly forbidden for any OPA pet to be surrendered to a shelter, animal control facility or any rescue facility other than OPA, at OPA's sole discretion.** ADOPTER will not allow the pet to be used in experiments or research of any kind.
12. If this pet has not been spayed or neutered &/or has outstanding vaccinations prior to the execution of this Contract, ADOPTER agrees to have the appropriate surgical procedure &/or vaccinations performed within the earliest reasonable timeframe. Documentary proof to must be provided to OPA immediately following such procedure evidencing that it has been performed. ADOPTER acknowledges that his/her adoption of the pet is subject to such procedures being performed and OPA retains the right to reclaim the pet from the ADOPTER if such spay or neuter procedure or vaccinations are not performed as required herein. All pets must have rabies vaccinations at/after 3 months of age and be spay or neutered at 3 months of age or, at the latest, by 6 months of age.

13. Special Provisions (if none, indicate by N/A):

14. ADOPTER understands that this pet has the following **behavioral concerns** and acknowledges that ADOPTER has been informed of these concerns:

15. ADOPTER understands that this pet has the following **medical concerns** and acknowledges that ADOPTER has been informed of these concerns:

Has heartworm disease

Needs rabies vaccination at/after 3 months of age

Needs 2nd DAPP (puppies) or FVRCP (kittens)

Needs to be Spayed or Neutered between 3-6 months of age

Other: _____

16. If the pet is micro-chipped, ADOPTER agrees to immediately notify OPA and the micro-chip provider of any name, address, home, work or cell telephone number or email address changes should ADOPTER move, relocate or change services.

17. ADOPTER agrees to pay OPA for any and all expenses, including court costs and reasonable attorney's fees, in enforcing the terms and provisions of this Contract. Payment of these damages shall not excuse ADOPTER from returning the pet to OPA.

18. It is agreed and understood by ADOPTER and OPA that this written agreement sets forth all promises, agreements, conditions, and understanding between them, oral or written, and that both parties have fully read and understood all of this agreement.

By signing this Adoption Contract, ADOPTER hereby affirms and declares: I/We have read and understand all of the terms of this Adoption Contract. I/We agree to abide by all of its terms and conditions. I/We am/are signing this Adoption Contract on my own free will and I am not under any duress of any kind. I have never been investigated, charged, or ticketed with cruelty to any animal. I/We agree to pay the adoption fee to OPA. I/We understand that this adoption is subject to and dependent on the entire adoption fee being paid in full and funds having cleared into OPA's account.

Upon execution of this Adoption Contract, ADOPTER releases, indemnifies and holds harmless OPA, its officers, directors, members, agents, and representatives and their heirs, administrators, executors, successors and representatives from any and all liability and claims of any and every nature and cause, known or unknown, now or hereafter directly or indirectly relating to this pet.

IN TESTIMONY WHERE the ADOPTER and OPA have set their signatures on this the date first above written.

Adopter (*signature*)

Adopter Phone Number Home/Cell/Work

Adopter (*print name*)

Adopter Email Address

Adopter Street/Mailing Address

Adopter Drivers License #

Adopter City, State, Zip Code

OPA Representative (*signature*)

OPA is a non-profit organization dependent solely on volunteers to help meet the many needs homeless pets who enter our program. Many of our volunteer opportunities require only a couple of hours per month of your time. Please indicate if you are interested in becoming a volunteer and receiving additional information. _____

Part of or your adoption fee may be tax deductible. Please refer to your tax advisor for more information. Your cancelled check will serve as your receipt. The officers and volunteers of OPA remain interested in the welfare and wellbeing of your pet and his or her new family. Please contact us if you have any questions or concerns.

News of the pet and photographs are always greatly appreciated. Please post to our Facebook page: <https://www.facebook.com/OPATexas>

For OPA use only:

Payment received: \$ _____ CASH CHECK# _____ CREDIT CARD