

PO Box 365

Oceanside, NY 11572

[www.ruffhouserescue.org](http://www.ruffhouserescue.org)

ruffhouserescue@gmail.com

Pet Adoption Contract

Adopter's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Last

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State:\_\_\_\_\_\_Zip:\_\_\_\_\_\_\_

Home Phone: Cell Phone: Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



Co-Applicant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Last

Resides with Primary Adopter? Yes\_\_\_\_\_ No \_\_\_\_\_

Will Co-Applicant be providing daily care to the Pet? Yes\_\_\_\_\_ No \_\_\_\_\_ (Checking Yes will make

all the following terms of the Adoption Contract equally applicable to the Co-Applicant as an Adopter, which is defined below)

This ADOPTION CONTRACT is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ (the “Adoption Date”), by and between Ruff House Rescue, Inc. a non-profit corporation (hereinafter, “Ruff House Rescue”) and the applicant and co-applicant (if applicable) identified above (hereinafter, the “Adopter”), for the adoption of the below identified pet (the “Pet”):

Pet’s Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter, the “Pet”)

Dog \_\_\_\_\_ Cat \_\_\_\_\_ Breed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age:\_\_\_\_\_\_\_\_\_\_ Sex:\_\_\_\_\_\_\_

Microchip Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State of Origin\_\_\_\_\_

**Adopter's Acknowledgment of Terms:**

The Adopter hereby acknowledges receipt of the Pet on the Adoption Date, or such other date as has been mutually agreed upon by the parties, and agrees to the following terms and conditions:

\_\_\_\_\_\_\_\_ 1. The Adopter agrees to pay Ruff House Rescue an adoption fee of $\_\_\_\_\_\_\_\_\_\_. The Adopter understands that the adoption fee for the Pet is quickly spent on saving another pet's life and, therefore, if the Pet is returned for any reason, the adoption fee is non-refundable.

\_\_\_\_\_\_\_\_ 2. The Adopter agrees to pay all transportation costs, if applicable, to deliver the Pet to the Adopter. The transportation costs are completely non-refundable.

\_\_\_\_\_\_\_\_ 3. The Adopter agrees that a licensed veterinarian will examine the Pet within 10 days of the Adoption Date, and a stool sample from the Pet will also be taken for testing by a licensed veterinarian.The Adopter agrees that at least once each year the Pet will receive a checkupand any necessary treatments and vaccinations to ensure good health. The Adopter agrees to have the Pet on monthly heartworm preventative medication during all 12 months of the year. The Adopter agrees to accept financial responsibility in the event the Pet requires emergency medical attention. If the Adopter cannot or will not accept this financial responsibility, the Adopter shall immediately contact Ruff House Rescue via email or phone, making the Director aware of the situation, and shall surrender the Pet to the care and ownership of Ruff House Rescue at such time and at such place, including but not limited to a veterinary facility, as Ruff House Rescue shall direct.

\_\_\_\_\_\_\_ 4. The Adopter agrees to have the Pet tagged at all times with an identifying collar or name tag which is legible and worn at all times by the Pet to ensure the Pet’s return should the Pet get lost.

\_\_\_\_\_\_\_ 5. \_\_\_\_\_ Pet has been already been spayed or neutered.

 \_\_\_\_\_ Pet has NOT already been spayed or neutered.

\_\_\_\_\_\_\_ 6. Adopter agrees to have the animal spayed/neutered on or before the age of four (4) months if the pet cannot be spayed/neutered prior to adoption. Ruff House Rescue agrees to pay for the cost of the sterilization provided Adopter uses one of Ruff House Rescue’s recommended veterinarians.

**PROOF OF STERILIZATION MUST BE PROVIDED TO Ruff House Rescue at PO Box 365 Oceanside NY 11572 WITHIN 15 DAYS AFTER THE PET’S STERILIZATION.**

\_\_\_\_\_\_\_ 7. The Adopter agrees that the Pet will be treated as a family member with loving care, affection, and respect. The Adopter agrees that the Pet will be an INDOOR pet ONLY. The Pet shall not be allowed to roam at will. The Pet may be leash-walked and the Pet is to wear a collar or harness with an identification tag at all times. When transported in any vehicle, the Pet will be properly restrained, preferably using a secured crate. The Adopter agrees to provide the Pet with a good and safe home with proper care and attention, which includes a healthy diet, fresh water and shelter at all times. The Adopter understands that pets can be very long-lived and the Pet may outlive the Adopter.

\_\_\_\_\_\_\_ 8. In the event Ruff House Rescue discovers the inhumane treatment of the Pet, it is agreed Ruff House Rescue has the right to immediately take possession of the Pet without notice to the Adopter. It is understood and accepted by the Adopter that any time during the entire life of the Pet home visits may be conducted by a person representing Ruff House Rescue to check on the welfare of the Pet. **The Pet will not be used for any illegal purpose, and the Adopter understands that if the Pet is used for any illegal purpose the Pet will be immediately confiscated by Ruff House Rescue, and all appropriate law enforcement agencies will be notified. The Adopter understands that this section 8. is a material condition of this Adoption Contract.**

\_\_\_\_\_\_\_ 9. Ruff House Rescue makes no warranties or statements regarding the Pet's health, medical status or temperament. Adopter understands that the Pet may have been rescued from an animal shelter and may have been exposed to communicable disease(s) and that it is critical that the Pet be examined promptly by a veterinarian PRIOR TO EXPOSURE TO OTHER PETS. The Adopter understand that environmental changes, among other causes, may affect and change the temperament of the Pet. Following adoption by the Adopter, Ruff House Rescue has no liability or responsibility of any nature regarding later defects with or illness of the Pet, and has no liability to the Adopter or any other person for injuries or damages to or sustained by any person or property, including, without limitation, any other animal, which are or may be caused by the Pet, directly or indirectly, or any other expenses associated with the Pet. The Adopter agrees to indemnify and hold harmless Ruff House Rescue, and its directors, members, employees and representatives, against any and all liability or claims for any injury or property damage to the Adopter or anyone else relating to or caused by the Pet. The Adopter understands that with domesticated pets, modifying certain behaviors may require training, expert advice and/or patience. The Adopter agrees to work with the Pet to modify any such undesirable behavior without the use of negative reinforcement or other methods which may cause harm to the Pet. The Adopter understands that certain behaviors may never be entirely eradicated. Ruff House Rescue is available for consultation, advice, and assistance in this and all other areas pertaining to the health, training, compatibility, etc. of the Pet, but assumes no responsibility whatsoever for any costs incurred by the Adopter in connection with such matters.

\_\_\_\_\_\_\_\_ 10. **The Pet may not under any circumstances be sold, given away or transferred to another owner without the express prior written consent of Ruff House Rescue. The Pet may not be placed in another home or organization, other than for temporary care or boarding of the Pet due to vacations or illness of the Pet or the Adopter or family member of the Adopter, without the prior written consent of Ruff House Rescue.**

\_\_\_\_\_\_ 11. **Return Policy**: In the event it is determined (i) by the Adopter that the Pet should not remain with the Adopter, or (ii) by Ruff House Rescue that Adopter has breached this Agreement, the Adopter shall return the Pet to Ruff House Rescue as set forth in this Section 11.

1. \_\_\_\_\_\_The Adopter shall pay any and all transportation costs, if applicable, to safely return the Pet to Ruff House Rescue at its facility in Nassau County. At the election of Ruff House Rescue, the Adopter shall return the Pet to such other location as Ruff House Rescue, in its sole discretion, shall direct the Adopter in writing, provided, that if such location is not within one of the five (5) boroughs of the City of New York, Nassau County, Suffolk County or Westchester County, the Adopter shall be reimbursed for transportation costs incurred by the Adopter to comply with such direction. The Adopter agrees that such communication can be made via email or fax, and that the Adopter shall upon request provide updated contact information to Ruff House Rescue.
2. \_\_\_\_\_\_If the Adopter decides not to keep the Pet, the Adopter agrees to give Ruff House Rescue up to two weeks to secure a proper foster home or facility to board the Pet. During such two-week period, the Adopter shall continue to be responsible to provide safe and loving care of the pet until the Pet is physically returned to Ruff House Rescue. If the Pet is not housed in the Adopter’s place of residence, the Adopter agrees to pay for the cost of boarding the Pet at a facility approved in advance by Ruff House Rescue, for up to two weeks. The Adopter agrees to safely transport or provide safe transport of the Pet to the determined home or facility as set forth in subsection (a) of this section 11 (immediately above), and will return any/all paperwork and supplies provided by Ruff House Rescue at that time.
3. \_\_\_\_\_\_If euthanasia becomes necessary, it is agreed the Pet will not be turned over to a humane society or animal shelter absent the express prior written consent of Ruff House Rescue.
4. \_\_\_\_\_\_ The Adopter understands that Ruff House Rescue would not consent to the adoption of the Pet by the Adopter in the absence of full consent to this section 11 in its entirety.
5. \_\_\_\_\_\_**THE ADOPTER UNDERSTANDS THAT RUFF HOUSE RESCUE HAS INVESTED A GREAT DEAL OF FINANCIAL AND PERSONA**L **RESOURCES INTO THE CARE, TREATMENT AND PLACEMENT OF THE PET. THE ADOPTER UNDERSTANDS THAT RUFF HOUSE RESCUE MAKES A COMMITMENT TO THE PET FOR LIFE. THE ACTUAL DAMAGES ACCRUING TO RUFF HOUSE RESCUE IN THE EVENT THE ADOPTER FAILS TO COMPLY WITH THE RETURN POLICY SET FORTH IN THIS SECTION MAY BE DIFFICULT TO PROVE WITH CERTAINTY. ACCORDINGLY, THE PARTIES HAVE AGREED THAT IN THE EVENT OF A BREACH OF THE RETURN POLICY BY THE ADOPTER, OR A BREACH OF SECTION 8. OR SECTION 10. OF THIS AGREEMENT, THE ADOPTER SHALL PAY LIQUIDATED DAMAGES TO RUFF HOUSE RESCUE IN THE AMOUNT OF ONE THOUSAND DOLLARS ($1,000.00), NOT AS A PENALTY, BUT AS A REASONABLE ESTIMATE AGREED UPON BY THE PARTIES AS TO THE DAMAGES RESULTING FROM A BREACH OF THIS PROVISION, INCLUDING BUT NOT LIMITED TO RESCUING THE PET FROM ANY SHELTER OR UNSAFE ENVIRONMENT, CARING FOR AND RE-HOMING THE PET.**

\_\_\_\_\_\_ 12. It is agreed and understood by the Adopter and Ruff House Rescue that this Adoption Contract sets forth their entire agreement and supersedes all prior written or oral agreements, statements or communications between the parties concerning the Pet.

\_\_\_\_\_\_ 13. This Adoption Contract shall inure to the benefit of and be binding upon the Adopter and the Adopter’s heirs, executors, administrators, personal and legal representatives, successors and assigns, and shall inure to the benefit of and be binding upon Ruff House Rescue and its successors and assigns.

\_\_\_\_\_\_ 14. In the event of the employment of an attorney by Ruff House Rescue on account of any violation of this Adoption Contract, it is agreed the Adopter shall pay Ruff House Rescue reasonable attorneys' fees and court costs.

**\_\_\_\_\_\_** 15.This Agreement is in all respects governed by, and shall be construed in accordance with, the laws of the State of New York, without regard to its conflicts of law principles**.**

\_\_\_\_\_\_ 16. **The Adopter has read and fully understands all the provisions of this Adoption Contract, and thus will not at any time in the future plead ignorance of any of the Adopter’s responsibilities or other terms of this Adoption Contract.**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adopter's Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adopter's Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ruff House Rescue, Inc.

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Diane Indelicato, Director