

St. Martin Humane Society
P. O. Box 64
Breaux Bridge, LA 70517
337-900-2292 Call or text
www.stmartinhumane.com

Animal Adoption Contract

Name of Animal _____

\$ _____ # _____ By _____ Deposit

Non-refundable Date _____

\$ _____ # _____ Adoption

Date _____ By _____

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. **The fee is non-refundable after 10 days.** If animal is returned within 10 days, \$50 of the adoption fee will be retained by SMHS to reintroduce the animal into the foster system. Upon adoption or acceptance of deposit, animals ready for release by SMHS can be held as a courtesy for a maximum of 11 days.

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Animal's Care

1. Adopter agrees to keep this animal as a household pet and companion. Adopter agrees 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, and 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 animal's current rabies and identification tag on it, on the animal at all times. **Non-compliance with these or any of the terms under "Animal's Care" is considered a breach of contract.**

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2. Adopter agrees to provide a safe and secure enclosure appropriate for the size of animal. The animal shall not be kept constantly chained, caged, or left outdoors in cold or hot weather. Under no circumstances is the dog to be routinely tethered as a means of confinement. The cat should not be left outside at night.

3. Adopter agrees that the animal will be confined in a proper and safe enclosure when there is no one at home, including for prolonged absences such as vacations when secure and proper care will have been prearranged for the animal.

4. Adopter agrees that at no time will the animal be transported unrestrained, 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.

5. 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.

6. Adopter agrees to comply with all local laws. Adopter will NOT use, nor will Adopter allow the animal to be used for any illegal purpose.

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

8. 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.

9. Adopter agrees to notify SMHS of any change of telephone number and/or address within two weeks of such change. The SMHS representative to contact is _____; phone number is _____ and e-mail address is _____.

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Disposition of Animal

1. Adopter acknowledges that abandonment of an animal (including dropping off at PetSmart) is a violation and breach of this contract and agrees not to do so under any circumstances. Adopter further 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. If the animal is returned after 10 days from the adoption date, the adoption fee is non-refundable.

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

3. All animal returns must be handled through SMHS. Adopter agrees to foster animal for a reasonable time until foster space becomes available. If a dog is returned heartworm positive, Adopter agrees to pay all acquired medical fees and costs associated with heartworm treatment for the animal. Contact information for your SMHS representative is listed under number 9 above.

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Lost Animal

1. 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.

2. Adopter agrees to notify SMHS immediately by phone in the event this animal is lost or stolen and at the time of its death. Contact information for your SMHS representative is listed under number 9 above. SMHS reserves the right to request and receive a veterinarian's "cause of death" statement in the event of an animal's death.

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3. SMHS reserves the right to reclaim the animal 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 animal. Should Adopter fail to return the animal SMHS may seek an Order from a Court of competent jurisdiction for the return of said animal and liquidated damages from Adopter in the amount of seven hundred fifty dollars (\$750.00) plus attorney's fees, court costs and any veterinary costs related to the reason the animal is being returned.

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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

