



Name(s) _____

Address _____

Email: _____ Phone Number: _____

Adopted Animal's Name _____ Sex _____ Age _____ Spayed/Neutered? _____

Dog/Cat: _____ Breed: _____ Color: _____ Microchip Company and # _____
Scanned: ____ (initials)

The Animal Protectorates ("TAPS") is a nonprofit animal welfare corporation approved by the State of California that the IRS has determined is a public charity.

AS THE ADOPTER, I UNDERSTAND AND AGREE TO THE FOLLOWING PROVISIONS:

1. **Return Policy** _____ (initial)

TAPS has a commitment to all of its animals to care for them for the lifetime of each animal. Adopter agrees that if he or she is unwilling or unable to care for the adopted animal covered by this Adoption Contract (the Adopted Animal) for his/her lifetime, that Adopter will contact TAPS and return the Adopted Animal to a location specified by TAPS. Adopter understands that he or she is responsible for the care of the Adopted Animal until he or she has delivered the Adopted Animal to TAPS, and will do everything within his or her power to safely return the Adopted Animal.

The Adopter agrees that in the event that he or she finds a suitable alternative home for the Adopted Animal, he or she will contact TAPS with the name, address and phone number of the proposed new adopter. Any proposed new adopter will be required to complete an adoption application and other requirements for adoption and obtain approval from TAPS in writing before adopting the dog or cat. **Under no circumstances shall the Adopter transfer permanent custody, ownership or possession of the Adopted Animal to anyone, including family or friends or any entity or agency, without the approval and written consent of TAPS.**

2. **Adoption Fee** _____ (initial) **I UNDERSTAND THAT THE ADOPTION FEE IS NONREFUNDABLE.**

The Adopter agrees to pay a non-refundable adoption fee of \$ _____ to help defray the expenses incurred by TAPS for food, sheltering, spaying or neutering, vaccinations and veterinary care for the Adopted Animal and other animals under its care. Adopter agrees to seek a tax professional's opinion regarding what, if any, portion of the adoption fee is deductible as a donation. Additional donations are welcome.

If a return is necessary and the return is within 10 days from the date of adoption, TAPS, *in its sole discretion*, may approve Adopter to select another dog or cat within 30 days from the adoption of the first animal adopted. If TAPS approves a reselection and the adoption fee of the reselected dog or cat is greater than the amount paid for the original, the Adopter shall pay the difference. No refund shall be made if the adoption fee of the newly adopted animal is less than the adoption fee for the original dog or cat.

3. **Identification, Licenses**

The Adopted Animal is microchipped for identification. Adopter agrees that TAPS will remain as a registered emergency contact. Adopter agrees that he or she will keep the microchip company updated with any address, phone number or email changes of Adopter during the life of the Adopted Animal. Adopter agrees to keep an identification tag attached to a properly fitted collar on the Adopted Animal at all times, whether inside or outside of the home, and to obtain all city licenses required by local authorities.

4. **Veterinary Care** _____ (initial) Adopter agrees to provide the Adopted Animal with the necessary vaccinations as advised by his or her veterinarian. The Adopter agrees to obtain immediate veterinary care should the Adopted Animal become sick or injured, and to take full financial responsibility for any veterinary expenses.

5. Care of the Adopted Animal

Adopter understands that the Adopted Animal is an indoor pet, and agrees to allow him or her full access to the home. The Adopter agrees to provide the Adopted Animal with fresh water, wholesome food, adequate exercise and loving attention. Adopter agrees to have the Adopted Animal under his or her control when he/she is not within the confines of Adopters property. A secure fenced area will be provided for dogs, including shelter from the elements. If the Adopted Animal is a cat, Adopter agree to keep the cat INDOOR ONLY at all times. The Adopted Animal will not be tied or chained.

I agree not to abuse or neglect the Adopted Animal and I authorize the TAPS at its sole discretion, to determine whether or not the Adopted Animal has been abused or neglected.

I agree to leave the dogs/cats claws, ears, tail, etc. intact; I will not crop, doc, de-claw or de-bark/devocalize Adopted Animal.

6. Home Visit [redacted] (initial)

I agree to give TAPS the right to conduct a pre-adoption home visit and occasional post-adoption visitation rights to ensure that the terms of this Adoption Contract are being observed.

7. No Representations [redacted] (initial)

The Adopter understands that TAPS does not guarantee or make any warranties or representations regarding the health, breed, temperament, or training of the Adopted Animal.

Adopter understands that the Adopted Animal covered by this Adoption Contract is, as far as can be reasonably determined by TAPS, in good health and that TAPS is not responsible for any medical fees incurred after the adoption date. I understand that the majority of animals coming into TAPS care are from shelters and that most are strays with no known medical history.

I understand that the Adopted Animal may be incubating an infectious disease that is not clinically apparent at the time of adoption. I understand that some animal diseases can infect other animals as well as humans, examples of which include rabies, roundworms, hookworms, fungal infections (i.e. ringworm), and scabies. Additionally, due to the incubation period of certain diseases, I understand that it is strongly advisable that I keep the Adopted Animal away from all other animals for a period up to two weeks and that I should not take them to any public place during this time. I understand that I should consult my private veterinarian for guidelines that are appropriate for the Adopted Animal.

I understand that an Adopted Animal's exact age is rarely known and that the TAPS staff makes best estimates on age based on the originating shelter's data in conjunction with veterinarian input and does not constitute a warranty or binding representation.

I understand that the Adopted Animal may have behavioral problems that may or may not have been evident during the Adopted Animal's stay with TAPS. I understand that these problems may make the Adopted Animal unsuitable for companionship with human or other animals. I understand that if I elect to keep the Adopted Animal, TAPS is not responsible for the Adopted Animal's behavioral problem(s), and any treatment or training to correct the Adopted Animal's behavioral problem(s) is my responsibility.

8. Seizure and Impoundment of the Adopted Animal

If the Adopted Animal shall, for any reason, be picked up by local law enforcement or animal control, the Adopter will make immediate arrangements to reclaim the Adopted Animal. Under no circumstances will the Adopter agree to or allow the euthanasia of the Adopted Animal prior to informing TAPS. The Adopter agrees that TAPS may claim a continuing and superior right to possession of the Adopted Animal in order to save the Adopted Animal from euthanasia in order to give full effect to the intent of paragraphs 1 and 13 of this Adoption Contract.

9. Release and Indemnity Agreement [redacted] (initial)

Adopter, on his/her own behalf and on behalf of his/her spouse, minor children, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against TAPS. Adopter releases TAPS, its board members, directors, founders, employees, officers, agents, representatives, attorneys, contractors, volunteers,

donors, landlord, veterinarians, successors and assigns, from any and all liability relating to or arising from the adoption or behavior or actions of the Adopted Animal.

The Adopter understands that this agreement discharges TAPS, and its respective directors, founders, employees, officers, agents, representatives, attorneys, contractors, volunteers, donors, landlord, veterinarians, successors and assigns from any liability to the Adopter and his/her spouse, minor children, heirs, executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption or behavior or activities of the Adopted Animal. The Adopter releases, discharges, and agrees to indemnify and hold harmless TAPS and its board members, directors, founders, employees, officers, agents, representatives, attorneys, contractors, volunteers, donors, landlord, veterinarians, successors and assigns from any liability or claims of liability for TAPS' own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Adopter or any other person or animal.

The Adopter has read this Release Agreement and fully understands that he/she will relinquish all claims or actions whether now known or discovered in the future against TAPS, as well as its respective board members, directors, founders, employees, officers, agents, representatives, attorneys, contractors, volunteers, donors, landlord, veterinarians, successors and assigns. Adopter is of legal age and legally competent to sign this Release Agreement. Adopter is signing this Release Agreement of his/her own free will. It is expressly understood and agreed that Adopter is hereby waiving and surrendering Adopter's rights pursuant to Section 1542 of the Civil Code of the State of California, which provides as follows:

“A general release does not extend to claims which a creditor does not know or suspect exists in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

10. Audio-Visual Images

The Adopter understands that the activities of TAPS are potentially of interest to donors, foundations, contributors, government officials and the public at large, and that in connection therewith such activities, including adoptions, may be recorded on film, video or other electronic recording media. The Adopter hereby consents to such recording and to the use by TAPS of any recorded images or other media recordings of his/her name and likeness for any purpose related to furtherance of the objectives of TAPS. In particular, the Adopter grants TAPS permission to copy, use, reuse, publish, and republish recorded images or other media recordings, without restriction as to changes or alterations, for art, advertising, trade, or other purpose.

11. Change of Address

In the event that the Adopter moves, he or she agrees to contact TAPS with change of address information, so that all records can be updated and if necessary, microchip information can be changed.

12. Procedure to Reclaim

TAPS makes a lifetime commitment to any animal that is adopted by it. On rare occasions (for example, to avoid unnecessary euthanasia, or to remedy cruelty, mistreatment, abandonment or neglect), TAPS may have to reclaim the Adopted Animal. It is agreed that this is the procedure that will be followed:

- a.) TAPS will notify the Adopter by certified mail, return receipt requested, of the reclamation and ask that the Adopted Animal be returned. The notice shall state clearly the circumstances under which TAPS is acting and state a date when the Adopter may meet with TAPS representatives to discuss the situation.
- b.) After seven days from the service of this notice, if the Adopter has not notified TAPS or has not accepted the notice, legal action will be taken by TAPS to retrieve the Adopted Animal.
- c.) If the Adopted Animal is in a situation that may endanger its life, TAPS may call animal control in the Adopter's locality to recover the Adopted Animal on behalf of TAPS.
- d.) In the event that either situation occurs, or if for any reason the Adopted Animal is returned to TAPS, the Adopter may request a meeting to discuss the situation with 10 days after the Adopted Animal is reclaimed.
- e.) Any decision of TAPS is final as to whether the dog shall be returned to the Adopter.

13. Other

I understand that any failure to perform the foregoing Adoption Contract will constitute a breach of contract. In the event of any such breach of contract, I authorize TAPS to reclaim both possession and ownership of the Adopted Animal and I agree to pay any and all costs associated with enforcing this agreement including the reclaiming of the Adopted Animal, including but not limited to reasonable attorney's fees and costs, including attorney's fees and costs on appeal.

For purposes of venue and jurisdiction, the Adoption Contract shall be deemed made and to be performed in the County of Los Angeles, California. Any dispute arising from the Adoption Contract shall be heard in the Los Angeles Superior Court (Central District).

The Adoption Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

With my signature on this Adoption Contract, I confirm that I have read, understand and agree to all of its provisions.

Signature of Adopter _____ Driver's License # _____ State _____ Today's Date _____

Signature of Adopter _____ Driver's License # _____ State _____ Today's Date _____

Signature of Representative _____ Print name _____ Today's Date _____

(Home visit conducted by _____)

DONATE TODAY
And partner with us to Raise the Bar for Animals®

- \$10 - can provide a cat or dog toy
- \$25 - feed a rescue animal for a month (**great for a recurring donation!**)
- \$50 - provide microchips for 5 dogs or cats
- \$78 - can help get another cat from a high kill shelter to TAPS
- \$102 - can help get another dog from a high kill shelter to TAPS
- \$150 - can provide spay/neuter surgery for a dog

Other: \$ _____ (please specify)

The Animal Protectorates is tax exempt under section 501(c)(3) of the Internal Revenue Code and donations are deductible to the full extent of the law. Our Tax ID number is 46-2323624

FOR STAFF

Copy of DL Attached: Yes/ No **or Photo Taken:** Yes/ No

How did adopter hear about us? _____

Adoption Photo Taken: Yes/No

Vaccination chart marked scanned: Yes/No (if no take a photo of)

Stitches out: Yes or No

Adoption fee: \$ _____

Method of Payment: Cash/Check # _____/Paypal/TAPS website/In Store CC

Microchip Transferred: _____ Avid _____ Found Animals _____ Other _____