

NEW HOPE CAT RESCUE AND SANCTUARY
ADOPTION CONTRACT

Identification # _____ Location: _____ Total Adoption Fee:
\$ _____ Cash/Check

Description: Name: _____ Sex: M/F DOB: _____ Breed:

Color: _____ Heartworm Negative or Feline Leuk/FIV Negative: _____ Spay/Neuter
Date: _____

Vaccinations: Rabies: _____ Tag #: _____ Vet:

Viral shots*: _____ Feline Leukemia: _____ Bordetella:

*Feline viral shots include: rhinotracheitis, calici, panleukopenia, and chlamydia

*Canine shots include: distemper, hepatitis caused by CAV-1, respiratory disease caused by
CAV-2, parainfluenza, parvovirus, corona virus, leptospirosis Wormed with/on:

Heartworm Preventative Brand: _____ Last given on:

Flea Prevention Product Used: _____ Last used on: _____ Fostered by:

Miscellaneous _____ Boosters _____ Due:

This document constitutes an agreement between _____, hereafter
"Adopter" whether plural or singular, and New Hope Cat Rescue and Sanctuary (a Texas Non-
Profit Corporation) for the adoption of the animal described above.

Adopter hereby delivers to New Hope Cat Rescue and Sanctuary the sum of
_____ dollars (\$ _____) the receipt and sufficiency of which is hereby
acknowledged, in consideration of the adoption of the above described pet. This contract is
subject to the terms and conditions herein set forth and adopter hereby agrees that a breach of
any of the terms or conditions recited herein shall be deemed a material breach of the contract
and provide New Hope Cat Rescue and Sanctuary with the remedies set forth below:

Terms and Conditions:

1. The above referenced adoption fee is a one-time fee and is non-refundable;
2. Adopter shall never transfer ownership of the animal for any purpose, to any other person or entity. If Adopter desires at any time to dispose of the animal, Adopter agrees to return the animal to New Hope Cat Rescue and Sanctuary;
3. Adopter agrees that he/she shall never: 1) cause the animal to be used or trained for the purpose of being a guard dog or attack animal, 2) allow the animal to be used for the purposes of medical experimentation or research, or 3) to subject the animal to cosmetic surgery;
4. Adopter agrees to have the animal examined by a veterinarian of Adopter's choice not

later than ten (10) days following the execution of this contract. If adopting a dog, Adopter shall provide New Hope Cat Rescue and Sanctuary with a copy of their receipt by such veterinarian showing proof of purchase a minimum of six months supply of heartworm prevention medication not later than five (5) days subsequent to the examination. If said veterinarian determines that the animal is suffering from any condition, injury, disease or illness which should, in his/her independent judgment be treated, Adopter agrees to elect, on the day such finding is determined by the veterinarian, to either pay the costs of such treatment or, return the animal on the day to New Hope Cat Rescue and Sanctuary. If animal is diagnosed with a contagious illness, New Hope Cat Rescue and Sanctuary must be notified immediately for the well-being of the other animals in our case. If the animal is a dog, the adopter agrees to provide monthly heartworm preventative for the rest of the animal's life;

5. If the animal is to be release to run at will, Adopter agrees that such release shall be for a limited time only and take place within an enclosed fenced area which shall be of such configuration as to prevent the animal from running at large within the community;

6. Adopter agrees that the animal shall be an inside companion animal and shall not reside outside of the residence at any time. All periods in which the animal is outside of the residence shall be limited to that time reasonably necessary for the animal to run, play, exercise or relieve itself and at no time shall the animal be restrained by use of a rope, chain or any other device other than a leash when it is under the immediate and physical control of Adopter;

7. Adopter agrees that the animal shall at no time be transported outside of the passenger compartment of any vehicle unless the vehicle area is completely covered and of such configuration as to prohibit the animal from any potential escape, exposure to the elements, heat or cold;

8. If the animal is a cat, Adopter agrees that at all times the cat shall be housed and maintained inside the residence and if Adopter removes the cat from the residence, the cat shall be either confined in a pet carrier or on a leash then and there physically controlled by Adopter at all times;

9. Adopter recognizes that is his/her sole responsibility to ensure the safety, well being and compliance with all laws related to the animal made the subject of this contract and that any violation of such laws may not be predicated upon intent. Adopter further recognizes the risk to the animal if compliance with all applicable laws is not ensured by Adopter and that such blame responsibility or outcome cannot be placed as a burden upon the animal Adopter agrees to comply with all state and federal laws regarding the owing, housing, transport, care and feeding of animals, which shall include but not be limited to the animal cruelty statutes of the State of Texas contained within the Texas Penal Code and the Texas Health and Safety Code as well as all municipal and county ordinances and any breach of violation of such law, whether intentional or accidental, shall constitute a material breach of this contract;

10. Adopter agrees that the animal may never be sold, conveyed or surrendered to any other person or entity without the express written permission of New Hope Cat Rescue and Sanctuary.

A breach, regardless of the nature or duration, of any term or condition set forth herein shall constitute a material breach of the contract.

Remedies

Should Adopter violate the terms and conditions of this agreement and thereafter New Hope Cat Rescue and Sanctuary finds it necessary to pursue remedy hereunder, it shall be the right of New Hope Cat Rescue and Sanctuary, without notice or demand, to initiate suit to recover possession of the animal. If New Hope Cat Rescue and Sanctuary elects such remedy, New Hope Cat Rescue and Sanctuary shall be entitled upon prevailing in any part or portion of its action, to recover all costs and attorney fees related to the suit. This contract shall be construed under the laws of the State of Texas and venue for the litigation involving this contract shall be Tarrant County, Texas.

If New Hope Cat Rescue and Sanctuary elects to forego legal remedy, Adopter hereby agrees that New Hope Cat Rescue and Sanctuary may, without notice or demand, enter the private property of Adopter, even if necessary to enter into an enclosed yard or other enclosure, and re-take possession of the animal, if same can be accomplished without violence. Adopter hereby waives any recourse or remedy if New Hope Cat Rescue and Sanctuary re-takes possession under the terms and conditions of this contract. Adopter recognizes that New Hope Cat Rescue and Sanctuary has relied upon the representation of Adopter that Adopter shall comply with all of the terms and conditions of this agreement, as inducement for New Hope Cat Rescue and Sanctuary to permit Adopter to adopt the subject animal. Such inducements include not only the execution of this agreement, but all documents, forms, information sheets, and oral representations made by Adopter. If any such representations are found, at any time, to have been less than completely true and correct or, are violated at any time in the future, such conduct shall constitute a material breach of this contract and thereby permit New Hope Cat Rescue and Sanctuary the remedies set forth above.

Warranties and Representations Regarding Animal:

The parties recognize that New Hope Cat Rescue and Sanctuary has not express or in any manner indicated a warranty in relation to the animal or its condition, other than that expressed herein. New Hope Cat Rescue and Sanctuary represents to Adopter that New Hope Cat Rescue and Sanctuary has undertaken certain examinations, treatment and/or care of the animal prior to adoption and to the knowledge of New Hope Cat Rescue and Sanctuary, the animal is in good health. However, Adopter agrees that the animal is offered without any warranty as to health condition, life expectancy or physical condition. New Hope Cat Rescue and Sanctuary makes every effort to ensure the good and healthy care of animals it adopts out but is unable to ensure the animal is completely healthy, fit or will live any particular period of time.

If during the required veterinary examination within ten days of adoption, Adopter finds the animal is suffering from any condition which was not apparent at the time of adoption or which is of such nature that Adopter desires to return the animal to New Hope Cat Rescue and Sanctuary, the adoption fee shall be returned to the Adopter if such notification is made and the animal is delivered to an agent of New Hope Cat Rescue and Sanctuary not later than ten (10) days after the date of adoption.

It is understood that Adopter has complete control over the animal from the date of adoption. It is further understood that New Hope Cat Rescue and Sanctuary can in no way control the conduct of either the Adopter or the animal after said animal has been adopted. Therefore,

Adopter agrees to indemnify and hold harmless New Hope Cat Rescue and Sanctuary, its directors, officers, employees, agents, volunteers, servants and assigns if any party brings suit against Adopter in regard to any conduct of the animal or Adopter and thereafter New Hope Cat Rescue and Sanctuary, its directors, officers, employees, agents, volunteers, servants and assigns. Adopter agrees to undertake payment of all costs and attorney fees related to the defense of New Hope Cat Rescue and Sanctuary. New Hope Cat Rescue and Sanctuary shall have the exclusive right to select the attorney to represent New Hope Cat Rescue and Sanctuary in any such suit.

This contract constitutes the entire agreement between the parties and any other or prior agreements are hereby nullified or superseded. No documents other than those set forth herein and related to inducement to enter into this contract, shall bear upon enforcement of the agreement. If Adopter is married or resides with another person, whether or not such spouse or other person is made a party to this agreement, Adopter agrees to ensure complete compliance with the terms and conditions set forth herein and it shall be the sole responsibility of Adopter to ensure such compliance.

Print Name: _____ DOB: _____ D.L.
State/No.: ___/_____
Address: _____ Apt: _____ City: _____ State: _____
Zip: _____
Home No.: _____ Employer: _____ Work
No.: _____
Spouses Names: _____ Employer: _____ Work No.: _____

Adopter Signature: _____ Date: _____

Adopter Email address: _____ Signature of Authorized Agent: _____
