

CENTRAL ARKANSAS RESCUE EFFORT FOR ANIMALS, INC. ADOPTION CONTRACT

Date of Adoption: \_\_\_\_\_ CARE ID: \_\_\_\_\_ Pet Name: \_\_\_\_\_ Approx. Age: \_\_\_\_\_

This ADOPTION CONTRACT is entered into this date by and between Central Arkansas Rescue Effort for Animals, Inc., hereinafter CARE, an Arkansas non-profit corporation and the applicant and co-applicant (if appropriate) identified in the adoption application, hereinafter the ADOPTER, for the adoption of the above-identified pet.

TERMS AND CONDITIONS

1. The adopter agrees to pay CARE an adoption fee of \$150.00 which is refundable within seven (7) days, provided that the adopter personally returns the living pet to CARE and releases CARE of any further liability.
2. The adopter agrees to provide the pet with a good and safe home with proper care and attention. The pet is not to ride loose in the back of pick-up trucks and is not to be chained. When the pet is outdoors, it shall be provided protection from the elements by a dry, insulated, draft-free shelter. It is further agreed the pet shall be provided with shade from the sun and adequate food and water.
3. The adopter agrees this pet will be examined by a licensed veterinarian at least once each year and will receive adequate vaccinations and treatments to ensure good health, including heart worm preventive.
  - \_\_\_\_\_ The pet has already been spayed or neutered.
  - \_\_\_\_\_ The pet has not already been spayed or neutered. Adopter agrees to have the animal spayed or neutered when the pet attains the age of eight weeks unless, in the opinion of a veterinarian licensed to practice veterinary medicine in the State of Arkansas, the pet is medically compromised to the extent it cannot withstand immediate sterilization (such opinion to be noted in the pet's veterinary records and made available to CARE upon request), in which event the pet shall be sterilized as soon as medically possible. **PROOF OF STERILIZATION MUST BE PROVIDED TO CARE AT P.O. BOX 7604, LITTLE ROCK, AR 72217 WITHIN 30 DAYS AFTER THE PET OBTAINS THE AGE OF EIGHT WEEKS EXCEPT AS NOTED. THE ONLY EXCEPTION TO STERILIZATION IS WHEN, TWO VETERINARIANS LICENSED TO PRACTICE IN ARKANSAS CERTIFY THAT IT IS UNLIKELY THAT THE ANIMAL WILL EVER RECOVER TO THE EXTENT THAT IT CAN BE SAFELY STERILIZED. ADOPTER REPRESENTS AND WARRANTS TO CARE THAT ANY ANIMAL WHICH CANNOT BE STERILIZED WILL NOT BE USED FOR BREEDING PURPOSES.**
4. In the event CARE discovers the inhumane treatment of this pet or breach of this Contract, it is agreed CARE has the right to immediately take possession of the pet upon written notice to the adopter at the residence of the pet. It is understood and accepted by the adopter that home visits may be conducted by a person representing CARE to check on the welfare of the above-named pet.
5. CARE 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. It is further agreed that environmental changes may effect and change the temperament of the above-named pet and that CARE has no liability or responsibility of any nature regarding later defects with the pet, or injuries or damage to any person or property which may be caused by the pet. The adopter agrees to indemnify and hold harmless CARE and its members or representatives against any and all claims for any injury or property damage to the adopter or anyone else.
6. In the event it is determined by either a CARE representative or the adopter that the pet should not remain with the adopter, it is agreed the pet shall be returned to CARE by the adopter. No refund will be given after the initial seven (7) days. The pet may not be transferred to another owner without express written consent of CARE. If euthanasia becomes necessary, it is agreed the pet will not be turned over to a humane society or animal shelter for this service. CARE is available for consultation, advice, and assistance in this and all other areas pertaining to the health, training, compatibility, etc. of the adopted pet. **ADOPTER UNDERSTANDS THAT CARE HAS INVESTED A GREAT DEAL OF FINANCIAL AND PERSONAL RESOURCES INTO THE CARE, TREATMENT AND PLACEMENT OF THE PET, THAT CARE MAKES A COMMITMENT TO THE PET FOR LIFE AND THAT THE ACTUAL DAMAGES ACCRUING TO CARE IN THE EVENT ADOPTER FAILS TO COMPLY WITH THE RETURN PROVISIONS SET FORTH IN THIS PARAGRAPH WOULD BE DIFFICULT TO PROVE WITH CERTAINTY. ACCORDINGLY, THE PARTIES HAVE AGREED THAT IN THE EVENT OF A BREACH OF THIS PARAGRAPH 6, ADOPTER SHALL PAY LIQUIDATED DAMAGES TO CARE IN THE AMOUNT OF \$500.00, NOT AS A PENALTY, BUT AS A REASONABLE ESTIMATE BY THE PARTIES AS TO THE DAMAGES RESULTING FROM THE BREACH OF THIS PROVISION.**
7. It is agreed and understood by the adopter and CARE that this Contract sets forth all promises, agreements, conditions, and understandings between them, oral or written and that both parties have fully read and understand the entire Contract.
8. This Contract shall inure to the benefit of and be binding upon the adopter and CARE and their successors or beneficiaries.
9. In the event of the employment of an attorney by CARE on account of any violation of this Contract, it is agreed the adopter shall pay CARE's reasonable attorneys' fees and court costs. **IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.**

ADOPTER:

CARE REPRESENTATIVE:

(Signature) \_\_\_\_\_  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature) \_\_\_\_\_  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Email Address: \_\_\_\_\_