



## Adoption and Foster to Adopt Contract

1. **ADOPTION.** An adoption fee is required to help defray expenses for the animals care, spay/neuter, vaccines, food, tests, microchip and other expenses medial and otherwise. All questions on our application must be answered truthfully and if found untruthful or misleading this contract may be canceled the animal reclaimed and forfeited monies.
2. **FOSTER TO ADOPT.** Is placement in what will be the animals permanent home until the spay/neuter can be done, the animal will no longer be offered for adoption to the public. All animals must be spayed or neutered before adoption is completed. Refusing to abide by instructions or agreement for surgery will result in this contract being cancelled and the animal reclaimed by HSMC and funds forfeited. Foster to adopt is responsible for all food, bedding, litter. Preexisting illness is HSMC responsibility, any injuries or “acquired” illness while in Foster to Adopt is the adopters responsibility.
3. **NO REPRESENTATIONS** are made as to the health, temperament or safety of this animal. Please understand that this animal may have been unwanted, abandoned, lost, or rescued from any number of dangerous or unhealthy or cruel situations. Or simply surrendered by an owner who could no longer care for it. We make no warranties as to this animal in anyway. We will provide to the adopter all of the information that we have and observations we have made as to this animal.
4. **ANIMAL CARE.** All animals adopted through the HSMC are to be members of your household and live indoors. Cats are preferred to be restricted as “indoor cats” only, they are safer, do not get lost and do not bring fleas or dirt into the home. Dogs must also reside inside the home and never chained or confined outside. When leaving home an approved outdoor pen may be used with proper housing, shade and protection. Dogs should only be tethered short times outdoors for bathroom breaks only, and supervision is required.  
Wholesome food, clean, fresh water, clean bedding and clean litter boxes for cats must all be provided and kept clean and fresh.  
**All animals are to be treated humanely, not hit, abused, abandoned or neglected in anyway.**
5. **VETERINARY CARE.** We cannot guarantee the health of any animal. We have limited veterinary exams, if an animal comes to us seemingly healthy with no symptoms of illness or injury that animal will be examined by staff receive vaccines but may not see a veterinarian before adoption. We ask that you take your animal to your veterinarian within 5 days of adoption for an exam and to establish them as a new patient.
6. **10 DAY PERIOD.** You have 10 days to make sure that this animal fits into your family and lifestyle. We will refund the adoption fee paid and take the animal back. After 10 days we will not refund the adoption fee and will take the animal back if we have room. If not you may be responsible for rehoming the animal.

7. **REHOMING.** If you find that you must rehome your animal please contact us first. We will try and assist or if we have room we may take the animal back. Alerting us to the situation is appreciated and we will help as we can.
8. **LOST ANIMAL.** Contact our shelter, animal control and make every effort to find your pet. We will try to assist and will try to provide information or tips in finding your pet.
9. **BREACH OF CONTRACT.** If any of these conditions are not met one of our remedies will be to recover the animal upon demand. This may include contacting you, your employer, neighbors and references.

**If there is abuse or criminal neglect we will initiate charges with the Animal Control Division of the Monroe County Sheriffs Dept.** If we incur expenses reclaiming the animal we will seek restitution in Monroe County Small Claims Court, you will be liable for all expenses or we may at our discretion choose the lesser/minimum \***"If terms of this contract are breached because a person adopting a dog, cat or ferret fails to have the animal altered then the person agrees to pay liquidated damages of the greater of \$100.00 or actual reasonable costs incurred by the Animal Control or Humane Society of Monroe County to enforce this contract"**

\*State minimum requirements.

Upon reclaiming the animal by the HSMC ALL adoption fees will be forfeited to HSMC.

10. **NO LIABILITY/HOLD HARMLESS.** HSMC is not liable for any claims, legal action, losses, injuries, damages, costs, expenses or liabilities in connection with the adoption or ownership, foster to adopt, adoption or ownership of the animal. By signing this contract you agree to all terms and hold harmless HSMC in all ways.
11. **EFFECT/MODIFICATIONS.** This contract is legally binding between HSMC and the contracted party, and supersedes all communications, representations, agreements or contracts. Any modification must be attached to this contract and signed by both parties in agreement. This contract is binding upon all heirs, successor, personal representatives or executors.
12. **By signing this agreement you have read and agree to all terms and penalties as stated.**

**ADOPTER PRINTED NAME**\_\_\_\_\_

**ADOPTER SIGNATURE:**\_\_\_\_\_

**HSMC REPRESENTATIVE**\_\_\_\_\_

**DATE**\_\_\_\_\_