

RR 309 ROCK N' RESCUE Adoption Agreement

Pet Information

Pet's name _____ Circle one KITTEN ADULT SENIOR

Color and description _____

Sex _____ Approximate Age _____ Spayed/Neutered _____

Microchip number _____ Rabies tag number _____

Adopter Information

Full Name _____

Address _____

City _____ State _____ Zip _____

Home phone (_____) _____ Cell phone (_____) _____

Work phone (_____) _____ Email _____

Conditions of Adoption

Rock N' Rescue is a privately-run cat and kitten rescue group. In this agreement, Rock N' Rescue will be called "RNR". The adopter represents that the information provided in the application process is true and correct to the best of the Adopter's information and belief. RNR and the Adopter wish to enter into this agreement to provide the adopted cat/kitten with a suitable forever home and family to love them.

- 1. Return Policy:** RNR has a commitment to all its animals: to care for them for the lifetime of each animal. The Adopter agrees that if he/she is unwilling or unable to care for the animal for its entire life, he or she will contact RNR and return the cat/kitten to a location specified by RNR. The Adopter understands that he/she is responsible for the care of the animal until he or she has delivered it into the proper RNR hands and will do everything within its power to safely return the animal. The Adopter agrees that in the event that he/she finds a suitable alternative home for the animal, he/she will contact RNR with the name, address and phone number of the proposed new adopter. Any proposed new adopter will be required to complete a RNR adoption application and other requirements for adoption and obtain approval from RNR in writing before adopting the cat. Under no circumstances shall the adopter transfer permanent custody, ownership or possession of the cat/kitten to anyone one entity, including family, friends or any agency, without the approval and written consent of RNR. **Under NO CIRCUMSTANCES should any of our cats and kittens be turned into any animal shelter., animal control facility, animal pound, etc.** **Animals can be written into wills upon request.**

_____ **Adopter Initials**

- 2. Adoption Fee:** The Adopter agrees to pay an adoption donation. This fee represents only a small portion of the expenditure we incur with our kitties. Additional donations are welcome and

appreciated. We **DO NOT REFUND ADOPTION FEES**. If a cat/kitten should become ill or die through no fault of the adopter, we will work with the adopter on a case to case basis. In the case of death of a cat/kitten, a necropsy may be required if there is a question of what happened to the cat/kitten to be paid by the adopter. If the adopter's fee is not paid in full or a check is not sent or funded properly, the rescue has complete authorization to take the cat back into our possession.

_____ **Adopter Initials**

- 3. Veterinary Care:** The Adopter agrees to provide cat/kitten with the necessary vaccinations as advised by his/her veterinarian. The Adopter agrees to obtain immediate veterinary care should the animal become sick or injured, to immediately contact Rock N' Rescue for additional guidance, and to take **full** financial responsibility for any veterinary expenses. **The adopter understands that the cat and/or kitten(s) must be taken to see their primary vet within the first 72 hours to establish a patient history and checkup.** Any available history on your RNR cat/kitten will be provided to you at the time of adoption, along with the current veterinary records of RNR.

_____ **Adopter Initials**

- 4. Care of the Cat:** The Adopter understands that the adopted cat is an **indoor only** pet and agrees to allow it full access to the home. The Adopter agrees to provide the cat with fresh water, wholesome food, adequate and plenty of love and attention. The adopter understands that the cat will **NEVER be declawed under any circumstances** unless the cat was already declawed pre-adoption.

_____ **Adopter Initials**

- 5. No Representations:** The Adopter understands that RNR does not guarantee the temperament or training of the adopted cat/kitten. The adopter understands that these are RESCUE cats/kittens and not pet store or show cats. Most of the time we do not know their full personality and health circumstances or histories, although we do our best to give all accurate information that we have acquired from their previous rescue/owner/foster at adoption.

_____ **Adopter Initials**

- 6. Cat/Kitten Health Post Transport:** The Adopter understands that RNR has no control of cat/kitten health reactions from transport. Although they are fully vetted pre-transport (including flea, worm, ear mites, skin conditions, upper respiratory ailments, etc...) and have health certificates, due to the stress of traveling and due to being around many cats for several hours, your new pet might still develop a post transport issue. Fleas, upper respiratory issues, worms, ringworm, etc... can show up due to stress or as in the case of some worms because the cat needs an extra deworming. This is normal. **Please contact us IMMEDIATELY via email or text if a medical issue or strange behavior or symptom occurs so that we can offer assistance.** If you go to your vet, RNR's responsibility no longer applies and you must pay the vet their fee. If we are contacted for vet issues 7 days or more after adoption, adopter will incur any vetting fees that

might be needed or medication fees for any medical issues. Although we would love to give dental check-ups to all our pets, dental issues are the sole responsibility of the adopters.

_____ **Adopter Initials**

7. **Release:** The Adopter, and his/her spouse, heirs, executors, personal representatives and assigns, agree never to bring a claim or suit against RNR. The Adopter releases RNR and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior or actions of the cat/kitten. The Adopter understands that this agreement discharges RNR and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the Adopter and his/her spouse, heirs, executors, and assigns, with respect to any bodily injury, personal injury, illness, imputation, scarring, death, property damage or other loss that may result from the adoption of the cat/kitten. The Adopter releases RNR and discharges RNR and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for RNR's own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Adopter.
8. **Indemnity Agreement:** The Adopter, and for his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold RNR harmless for any loss, including attorney's fees and costs of litigation, that result to anyone else or any other entity because of the Adopter's negligence or liability. This includes lone acts or omissions by the Adopter as well as the combined acts of the Adopter with others.
9. **Change of Address:** In the event that the Adopter moves, he or she agrees to contact RNR with change of address information, so that we may keep updated records on all of adopted cats/kittens and any microchip information can be updated. The adopter also agrees to provide accurate contact information at the time of the contract being signed so we can ensure communication is kept current.
10. **Home/Vet Check:** The Adopter that agrees that RNR may ask for a home and/or vet check to ensure the safety of the cat/kitten being adopted into the Adopter's care and that proper care will be given.
11. **Spay/Neuter:** In a rare case, if one of our cats is not spayed/neutered before adoption, the Adopter agrees that if the cat/kitten is not already spayed/neutered when adopted, once the procedure is completed, they will immediately notify RNR so we may update our records and that these cats and kittens will not be adding to the overpopulation issue we are dealing with. Any kitten adopted prior to the age of 4 months MUST be spayed and/or neutered by the adopter's personal veterinarian within 30 days of adoption. Such proof must be provided to RNR of the procedure being completed for every animal adopted. If proof is not provided, the adopter agrees that RNR will reclaim the kitten and have the procedure completed by our team of vets. Adopter agrees to pay for cost of spay/neuter before the kitten is returned to their home if this is required.
12. **Other:** The Adopter expressly agrees that the release and indemnity agreement are intended to be as broad and inclusive as permitted by law. The Adopter agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining

provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

This agreement shall be governed and interpreted in accordance with the laws of the State of NY. Any disputes under this agreement will be resolved in Westchester County, NY. All disputes under this agreement will be settled by binding arbitration. The Adopter agrees that he/she is legally competent to enter into this agreement, and this Agreement is binding upon heirs, assigns, successors, personal representatives and executors of both parties.

Signature of Adopter _____ Date

Signature for Rock N' Rescue _____ Date