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PET ADOPTION AGREEMENT

PET INFORMATION

Pet's Name _____ Breed _____

Color and Description _____

Sex _____ Age _____ Spayed or Neutered? Yes _____ No _____

ID Tag Number _____ Rabies Tag Number _____

Microchip Number _____ Medical Record Printed or Emailed (please circle)

ADOPTION DONATION

\$_____ (*NON-REFUNDABLE*)

ADOPTER INFORMATION

Adopter's Name _____

Address _____

City _____ State _____ Zip Code _____

Home Phone _____ Cell Phone _____

E-mail _____ Driver's License Number _____

City of Adoption _____ Location _____

PAW WORKS INC. ("PW") IS A NONPROFIT RESCUE ORGANIZATION. PW AND THE ADOPTER NAMED ABOVE ("ADOPTER") ENTER THIS AGREEMENT TO PROVIDE THE PET NAMED ABOVE ("PET") WITH A SUITABLE FOREVER HOME.

I, THE ADOPTER, REPRESENT THAT THE INFORMATION PROVIDED IN THE APPLICATION PROCESS IS TRUE AND CORRECT TO THE BEST OF MY INFORMATION AND BELIEF. I AGREE TO ADOPT THE PET FROM PW AND AGREE TO ALL OF THE FOLLOWING CONDITIONS.

_____ Initials

PLEASE INITIAL EACH STATEMENT BELOW

_____ I am committed to care for the Pet and have it as part of my family for its natural life.

_____ **I understand that the donation is non-refundable.**

_____ I understand that this adoption may require a home check by PW before it is finalized.

_____ I am financially able to provide for the Pet's needs. This includes food, supplies, shelter and veterinary care.

_____ I have adequate time to spend with the Pet, including time for training, exercise and grooming.

_____ I understand that if I move, the Pet must make the move with me.

_____ I understand that I must comply with all state and local ordinances concerning proper licensing and vaccinations requirements applicable to the Pet.

_____ I understand that there is no guarantee of any kind as to the health, temperament or training of the Pet.

_____ I understand that I may have an allergic reaction to the Pet and that the standard return policy detailed in this Pet Adoption Agreement applies to the return of the Pet for any reason, include any allergic reaction to the Pet.

_____ **I agree to never euthanize, rehome or return/surrender the Pet to any animal shelter. If I am unable to keep the Pet, I agree to contact PW immediately.**

_____ I understand that in the event I wish to return the Pet, I must make prior arrangements with PW regarding the date, time and place of the return and **cannot return the Pet at a PW store location** without prior written approval.

_____ I understand that there is a **mandatory \$100 surrender donation** if the Pet is returned more than 30 days after the signing of this Pet Adoption Agreement.

_____ I understand PW can reclaim the Pet at any time if in their sole opinion the Pet is being neglected, mistreated, abused, etc.

ALL OF THE ABOVE INFORMATION I HAVE GIVEN IS TRUE & COMPLETE. I AGREE TO FOLLOW THE RULES AND POLICIES. I UNDERSTAND THAT IT IS MY DECISION WHETHER OR NOT TO ADOPT THE PET. I WILL NOT HOLD PAW WORKS RESPONSIBLE FOR ANY DAMAGE, INJURY, OR HARM CAUSED DIRECTLY OR INDIRECTLY TO ANY PERSON OR PROPERTY BY THE PET. I HAVE READ THE DISCLAIMER AND AGREE TO THESE TERMS AND CONDITIONS.

SIGNATURE _____

_____ Initials

I. ADOPTION CARE

1. **ADOPTION DONATION**: I agree to pay the Adoption Donation to help defray PW's expenses for food, sheltering, spaying or neutering, vaccinations and veterinary care. Additional donations are welcome. I understand that all donations are ***NON-REFUNDABLE***.
2. **YOU MUST NOTIFY PW IF YOU MOVE OR CHANGE ADDRESS**: I agree that if I move or change address that I will immediately contact PW and provide PW with the change of address information. This is required to ensure that all records and microchip information is properly updated.
3. **THE PET MUST HAVE PROPER IDENTIFICATION AND LICENSES AT ALL TIMES**: I agree to keep an identification tag, attached to a properly fitted collar, on the Pet at all times. I agree to obtain, and maintain, the proper municipal license if required under local law. I also agree to comply with all local and state statutes and ordinances that apply to the Pet.
4. **YOU MUST PROVIDE THE PET WITH PROPER VETERINARY CARE**: I agree to provide the Pet with the necessary vaccinations as advised by the Pet's veterinarian. I agree to obtain immediate veterinary care should the Pet become sick or injured, and to take full financial responsibility for any veterinary expenses. PW is not responsible for any veterinary expenses.
5. **THE PET MUST BE TREATED AS AN INDOOR PET**: I agree to treat the Pet as an indoor pet and household companion, not as an outdoor pet. This means that the Pet must be kept inside the home in a safe place at all times. The Pet cannot be left outside while unsupervised unless PW has given prior written approval.
6. **THE PET MUST BE PROVIDED PROPER TREATMENT**: I agree to provide the Pet with humane treatment at all times. This means providing the Pet with proper food, fresh water, proper shelter and exercise, and allowing a reasonable amount of time for the Pet to adjust to new surroundings.
7. **PW MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE TEMPERAMENT OF THE PET**: I understand that there is no guarantee of any kind as to the health, temperament or training of the Pet. I understand that PW, its agents and employees make no representation or guarantee of any kind, either explicitly or implicitly, as to the health, temperamental, mental disposition or training of the Pet.
8. **YOU MUST CONTACT PW IN THE EVENT OF SEIZURE AND/OR IMPOUNDMENT OF THE PET**: If the Pet shall, for any reason, be picked up by local law enforcement or animal control, I agree to the following requirements:
 - 1) **You Must Immediately Notify PW**: Adopter must notify PW, by phone or e-mail, that the Pet has been picked up and/or impounded and notify PW of the Pet's location.
 - 2) **You Must Inform the Authorities About PW's Ultimate Ownership of the Pet**: Adopter must inform the authorities that the Pet is (1) under the ultimate ownership of PW, (2) provide the authorities with PW's contact information and (3) request that the authorities contact PW immediately.
 - 3) **You Must Never Agree To or Allow Euthanasia of the Pet**: Adopter must NOT under any circumstances agree to or allow the euthanasia of the Pet without PW prior written consent.
 - 4) **You May Be Responsible for Refunding PW for Costs of Recovering the Pet**: In the event that the Adopter has been notified of the Pet's seizure or impoundment and refuses or fails to timely retrieve the Pet, PW has the right to retrieve the Pet and Adopter agrees to immediately reimburse PW for any expenses in procuring the Pet's safe return. In this instance, PW reserves the right in its sole and absolute discretion to determine whether the Pet shall be returned to Adopter or retained by PW.

_____ Initials

9. IF YOU DON'T ABIDE BY THE TERMS OF THIS AGREEMENT, PW HAS THE RIGHT TO RECLAIM THE PET: PW makes a lifetime commitment to any animal that is accepted into the sanctuary. On rare occasions, PW may have to reclaim an adopted animal. Here is the procedure that will be followed:

- (1) In the event that the Pet's life is in immediate danger, PW may seek any means necessary to recover the Pet, with or without the Adopter's notice or approval, and the Adopter must reimburse PW for any expenses in the safe recovery of the Pet.
- (2) In the event that the Pet's life is not in immediate danger, PW will send a reclamation notice to the Adopter. The Adopter must respond to the reclamation notice within 5 days of receipt. If the Adopter fails to return the Pet or fails to timely respond to the reclamation notice, PW may take appropriate legal action to retrieve the Pet, and the Adopter must reimburse PW for any expenses in the safe recovery of the Pet.
- (3) The Adopter has 5 days following the reclamation of the Pet to discuss the matter with PW. Any decision as to whether the Pet will be returned back to the Adopter is in the sole discretion of PW.

II. RETURN POLICY

1. **IF YOU WISH TO RETURN THE PET YOU MUST CONTACT PW:** PW has a commitment to all its animals: to care for them for the lifetime of each animal. If Adopter is unwilling or unable to care for the Pet for its entire lifetime, Adopter must contact PW and arrange for the return of the Pet to a location specified by PW.
2. **THE PET CANNOT BE RETURNED TO A PW STORE LOCATION WITHOUT PRIOR WRITTEN APPROVAL:** In the event that Adopter wishes to return the Pet, Adopter must make prior arrangements with PW regarding the date, time, and place of the return and cannot return the Pet at a PW store location without prior written approval.
3. **THERE ARE NO REFUNDS FOR THE RETURN OF THE PET:** The adoption donation is **NON-REFUNDABLE**. Adopter agrees that in the event that the Pet is returned more than 30 days after the signing of this Pet Adoption Agreement, then Adopter will pay a surrender donation of \$100 to PW.
4. **YOU MUST CONTINUE TO PROVIDE PROPER CARE FOR THE PET UNTIL RETURNED:** Adopter is responsible for the proper care of the Pet until the Pet has been delivered to PW, and agrees to take all necessary steps to ensure the safe return of the Pet to PW.
5. **YOU CANNOT TRANSFER THE PET WITHOUT PW PRIOR WRITTEN APPROVAL:** Adopter is not permitted under any circumstances to transfer permanent custody, ownership or possession of the Pet to anyone, including family or friends or any entity or agency, without PW's prior written approval.
6. **IF YOU FIND A SUITABLE ALTERNATIVE HOME:** In the event that Adopter finds a suitable alternative home for the Pet, Adopter must contact PW with the name, address and phone number of the proposed new adopter. Any proposed new adopter is required to complete a PW adoption application and obtain prior written approval from PW as well as meeting any applicable adoption requirements. Original Adopter is encouraged to plan for an alternative home at the time of adoption, in preparation for any circumstance, including injury, illness or death of the Adopter, that could leave the pet without appropriate care.

_____ Initials

III. RELEASE OF LIABILITY AND INDEMNITY

1. **RELEASE OF LIABILITY:** The Adopter, and for his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against PW. The Adopter releases PW 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 Pet.

The Adopter understands that this agreement discharges PW 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 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 Pet. The Adopter releases PW and discharges PW and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for PW'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.

2. **INDEMNITY AGREEMENT:** The Adopter, and for his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold PW harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, 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.
3. **OTHER:** The Adopter expressly agrees that the release of liability 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 Pet Adoption 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 Pet Adoption Agreement. This Pet Adoption Agreement is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises. This Pet Adoption Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any disputes under this Pet Adoption Agreement will be resolved in Camarillo, California. All disputes under this Pet Adoption Agreement will be settled by binding arbitration.

I, THE ADOPTER, AGREE THAT I AM LEGALLY COMPETENT TO ENTER INTO THIS AGREEMENT, I AM THE ONLY HOUSEHOLD DECISION MAKER REGARDING PET ADOPTION, AND THIS AGREEMENT IS BINDING UPON THE HEIRS, ASSIGNS, SUCCESSORS, PERSONAL REPRESENTATIVES AND EXECUTORS OF BOTH PARTIES.

PRINTED NAME OF ADOPTER

X _____
SIGNATURE OF ADOPTER

DATE

X _____
REPRESENTATIVE FOR PAW WORKS

DATE

_____ Initials

AGREEMENT TO ADOPT AND RELEASE OF LIABILITY

I understand and agree that I am adopting an animal from Paw Works "as is" with no warranties of any kind, and that Paw Works is not in a position to provide me with a reliable history regarding any abandoned, stray or relinquished animal, particularly with respect to such animals behavior and temperament, propensity for viciousness, ability to interact with children and the ability to interact with other animals. I voluntarily agree to accept the risks of foster/adopt under such circumstances, and to the fullest extent permitted under applicable law, I hereby waive any and all claims and causes of action for property damage and personal injury (including death) that I may have against Paw Works and their officers, agents and employees, arising out of the future conduct of the Pet I am adopting. I understand that in the event I am not satisfied with the Pet I am adopting, my only recourse is to return the animal immediately to Paw Works.

I further agree to practice responsible pet ownership and to familiarize myself with the controlling ordinance of the jurisdiction where I live with respect to issues such as leash law, control of animal nuisances and removal of defecation. I also understand that as a dog owner, I am subject to the provisions of Civil Code section 3342, which states in pertinent part: "The owner of any dog is liable for damages suffered by any person who is bitten by the dog while in a public place or lawfully in a private place, including the property of the owner of the dog, regardless of the former viciousness of the dog or the owner's knowledge of such viciousness...".

PRINTED NAME OF ADOPTER

X _____
SIGNATURE OF ADOPTER

DATE

X _____
REPRESENTATIVE FOR PAW WORKS

DATE

updated June 2016

_____ Initials

PERMISSION TO USE PHOTOGRAPH / LIKENESS

Purpose or event: Pet adoption

I grant to Paw Works, its representatives and employees the right to take photographs or video of me and any of my pets, in connection with the above-identified purpose or event. I agree that Paw Works may use these photographs or video with our without my name and for any lawful purpose including, but not limited to, publicity, commercial use, illustration, advertising and web/social media content. I authorize Paw Works, its assigns and transferees to copyright, use and publish these images in print and/or electronically. I waive the right to any financial compensation in connection with these photographs or video.

I have read and understand the terms detailed above.

Signature _____ Date _____

(parent or guardian if under 18)

Printed name _____

_____ Initials