



P.O. Box 236
Putnam Valley, NY 10579
718.541.8603
www.oliversorphanoasis.org
info@oliversorphanoasis.org

Cat Adoption Agreement

Cat's Name _____ Breed _____

Color & Description _____

Sex Male Female Age _____ Spay Neutered

ID Number _____ Rabies Tag # _____

Microchip # _____ Medical Records Provided Yes No

ADOPTER INFORMATION

First Name _____ MI _____ Last _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Cell Phone _____ eMail Address _____

Driver's License # _____ DL Expiration Date _____

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.

Oliver's Orphan Oasis (herein referred to as "OOO") and the Adopter wish to enter into this Cat Adoption Agreement to provide the adopted cat with a suitable forever home.

- 1. Return Policy.** OOO has a commitment to all its animals: to care for them for the lifetime of each animal. The Adopter agrees that if he or she is unwilling or unable to care for the cat for its entire lifetime, he or she will contact OOO and return the cat to a location specified by OOO. The Adopter understands that he or she is responsible for the care of the animal until he or she has delivered it into the proper OOO hands, and will do everything within his or her power to safely return the animal.

The Adopter agrees that in the event that he or she finds a suitable alternative home for the animal, he or she will contact OOO with the name, address and phone number of the proposed new adopter. Any proposed new adopter will be required to complete an OOO adoption application and other requirements for adoption and obtain approval from OOO in writing before adopting the cat. Under no circumstances shall the adopter transfer permanent custody, ownership or possession of the cat to any one entity, including family or friends or any entity or rescue, without the approval and written consent of OOO.

2. **Adoption Donation.** The Adopter agrees to pay an adoption donation of \$100 (Cats older than 1) and \$150 (Cats younger than 1) to help defray OOO's expenses for food, sheltering, spaying or neutering, vaccinations and veterinary care. Additional donations are welcome.
3. **Identification, Licenses.** This cat is microchipped for identification. OOO is the emergency contact registered with the microchip company, so if the cat is found as a stray, OOO will be contacted as well. The Adopter agrees to obtain the proper municipal license if required under local law. The Adopter also agrees to comply with local and state statutes and ordinances.
4. **Veterinary Care.** The Adopter agrees to provide the cat with the necessary vaccinations as advised by his or her veterinarian. The Adopter agrees to obtain immediate veterinary care should the cat become sick or injured, and to take full financial responsibility for any veterinary expenses.
5. **Care of the Cat.** The Adopter understands that the adopted cat is an indoor pet, and agrees to allow it full access to the home. The Adopter agrees to protect the cat from any harm, provide the cat with fresh water, wholesome food, adequate exercise and loving attention.
6. **No Representations.** The Adopter understands that OOO does not guarantee or make any warranties or representations regarding the health, temperament, or training of the above described cat.
7. **Seizure and Impoundment of the Cat.** If the cat shall, for any reason, be picked up by local law enforcement or animal control, the Adopter will immediately contact OOO by phone (718.541.8603) or e-mail (oliversorphanoasis@gmail.com) and inform the adoption center staff that the animal has been picked up and impounded and provide the animal's location.

The Adopter shall also inform the authorities holding the cat that the animal is microchipped to OOO, provide contact information for OOO to the authorities and request that the authorities contact OOO immediately. Under no circumstances will the Adopter agree to or allow the euthanasia of the cat prior to informing OOO. The Adopter agrees that OOO may claim a continuing and superior right to possession of the cat in order to save the cat from euthanasia and in order to give full effect to the intent of paragraphs 1 and 13 of this Agreement.
8. **Release.** The Adopter, and for his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against OOO Animal Rescue. The Adopter releases OOO 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.

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

The Adopter has read this Release Agreement and fully understands that he/she will relinquish all claims or actions whether now known or discovered in the future against OOO Animal Rescue, its board members, directors, officers, employees, agents, contractors, and volunteers. Adopter is of legal age and legally competent to sign this agreement. Adopter is signing this agreement of his/her own free will without the influence of an OOO Animal Rescue staff member.
9. **Indemnity Agreement.** The Adopter, and for his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold OOO 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.

10. **Audio-Visual Images.** The Adopter understands that the activities of OOO are potentially of interest to donors, foundations, contributors, government officials and the public at large, and that in connection therewith such activities, including adoptions, may be recorded on film, video or other electronic recording media. The Adopter hereby consents to such recording and to the use by OOO of any recorded images or other media recordings of his/her name and likeness for any purpose related to furtherance of the objectives of OOO. In particular, the Adopter grants OOO permission to copyright and use, reuse, publish, and republish recorded images or other media recordings, without restriction as to changes or alterations, for art, advertising, trade, or other purpose.

11. **Change of Address.** In the event that the Adopter moves, he or she agrees to contact OOO with change of address information, so that all records can be updated and microchip information can be changed (which is free for OOO — the adopter would be charged a fee).

12. **Procedure to Reclaim.** OOO makes a lifetime commitment to any animal that is adopted out by it. On rare occasions (for example, to avoid unnecessary euthanasia, or to remedy cruelty, mistreatment, abandonment or neglect), OOO may have to reclaim the adopted cat. Here is the procedure that will be followed:
 - a. OOO will notify the Adopter by certified mail, return receipt requested, of the reclamation and ask that the cat be returned. The notice shall state clearly the circumstances under which OOO is acting and state a date when the Adopter may meet with agents of OOO to discuss the situation.
 - b. After seven days from the posting of this notice, if the Adopter has not notified OOO, or has not accepted the notice, legal action will be taken by OOO to retrieve the cat.
 - c. If the cat is in a situation that may endanger its life, OOO may call animal control in the Adopter’s locality to recover the cat on behalf of OOO.
 - d. In the event that either situation occurs, or if for any reason the cat is returned to OOO, the Adopter may request a meeting to discuss the matter within 10 days after the cat is reclaimed.
 - e. Any decision of OOO is final as to whether the cat shall be returned to the Adopter.

13. **Other.** The Adopter expressly agrees that the releases 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 by and interpreted in accordance with the laws of the State of New York. Any disputes under this agreement will be resolved in Putnam County, New York.

The Adopter agrees that he/she is legally competent to enter into this agreement, and this Agreement is binding upon the heirs, assigns, successors, personal representatives and executors of both parties.

Signature of Adopter

Date

Agent for OOO

Date

DONATION RECEIVED: