

**PET MATCH RESCUE, INC.**  
**ADOPTION AGREEMENT**

This Adoption Agreement ("Agreement") is hereby entered into by PET MATCH RESCUE, INC. and \_\_\_\_\_ ("Adopter").

WHEREAS, PET MATCH RESCUE, INC. presently owns and possesses the \_\_\_\_\_ [color], \_\_\_\_\_ [male or female] \_\_\_\_\_ (dog or cat) known by the name of \_\_\_\_\_; and WHEREAS, Adopter desires to obtain ownership and possession of the dog/cat solely for use as a companion animal; NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree to the following:

1. Adopter shall keep the dog/cat strictly and solely as a companion animal and not for any other purpose including, but not limited to: sale, racing, fighting, medical research of any type, or any commercial purpose.

2. The dog/cat shall live inside Adopter's residence and not outdoors or in a garage or outbuilding. When Adopter is not at home, the dog/cat shall not be left outdoors. Cats are never to be left outside. While the dog is temporarily outdoors, it shall be kept in an area that is securely and completely enclosed by a fence, which must be at least five-feet in height at all points, or kept on a leash held by a responsible party. The dog shall not be tethered to any running line or leash that is attached to a pole, peg, tie-out, structure, tree, or otherwise. Likewise, Adopter shall provide safe and adequate boarding arrangements for the dog/cat during any period of time when the dog/cat will be left alone for more than twenty-four (24) hours.

3. Adopter shall provide the dog/cat with sufficient food and water and exercise. Dog will receive at least four (4) trips outside per day so that the dog can relieve itself. Cat will have an indoor litterbox that is cleaned at least once per day.

4. Adopter shall provide routine preventive veterinary care and emergency medical attention as needed, all at the Adopter's expense. Routine preventive veterinary care includes, but is not limited to, having the dog/cat examined at least once a year, maintaining appropriate vaccinations and other preventive health and dental care, including but not limited to heartworm prevention, as recommended by a licensed veterinarian. Adopter gives PET MATCH RESCUE, INC. permission to contact any veterinarian who examines or treats the dog/cat at any time to verify any routine, preventive or emergency medical care. Adopter further agrees to provide to any dogs/cats who belong to the Adopter or Adopter's household members or who otherwise reside in Adopter's household with routine preventive veterinary care.

5. If the dog/cat has not been spayed/neutered/microchipped at the time this Adoption Agreement is executed, Adopter shall return the dog/cat to PET MATCH RESCUE, INC. at a mutually agreeable date and time so that the dog/cat can be spayed/neutered/microchipped. PET MATCH RESCUE, INC. shall pay the costs of such surgery at a PET MATCH RESCUE, INC. veterinarian of our choice. Adopters shall not breed the dog/cat or use the dog/cat for stud service. (Puppies and kittens are to be spayed/neutered/microchipped at owner's expense at 6 months old. Owner must provide proof of spay/neuter/microchip to PET MATCH RESCUE, INC.)

6. Adopter agrees to license the dog in accordance with the laws and ordinances in force in the community in which the Adopter lives and shall keep, at all times, a properly fitted martingale collar or harness on the dog with current identification and license tags, as well as the PET MATCH RESCUE, INC. identification tag.

7. Adopter agrees that he or she will treat the dog/cat in accordance with, and abide by all federal, state, county, municipal and other laws, rules, regulations, statutes, ordinances and orders regarding the humane treatment of dogs/cats. Adopter further agrees that he or she will take preventive measures to ensure that members of Adopter's household and others who come in contact with the dog/cat likewise abide by all federal, state, county, municipal and other laws, rules, regulations, statutes, ordinances and orders regarding the humane treatment of dogs/cats.

8. Adopter agrees to never transport the dog/cat (or otherwise allow the dog/cat to be transported) in an open vehicle or left unattended in a vehicle in extreme heat or cold.

9. Adopter shall notify PET MATCH RESCUE, INC. within two weeks of a change in home address and/or telephone number.

10. Adopter shall contact PET MATCH RESCUE, INC. immediately should the dog/cat become lost or stolen, and shall contact local animal pounds, shelters and police forces and place advertisements seeking the return of the dog/cat at least twice per week for three months. Adopter shall pay any fees associated with reclaiming the dog/cat should it be impounded.

11. Adopter expressly understands and agrees that the volunteers of PET MATCH RESCUE, INC. are available to discuss with the Adopter any questions or problems that the Adopter may have or that may arise with the dog/cat, and Adopter agrees to seek advice as necessary from PET MATCH RESCUE, INC. Adopter further expressly understands and agrees that PET MATCH RESCUE, INC. does not warrant the temperament, behavior or health of the dog/cat. In other words, PET MATCH RESCUE, INC. makes no guarantees or promises regarding the dog/cat's disposition, temperament, future health and/or personality.

12. Adopter warrants that the representations Adopter has made in the PET MATCH RESCUE, INC. Adoption Application dated \_\_\_\_\_ (a copy of which is attached hereto and incorporation herein by reference as if set forth in full) are true and correct.

13. Adopter shall transfer ownership and possession of the dog/cat to PET MATCH RESCUE, INC. if, at any time, Adopter no longer desires to, or is no longer able to keep the dog/cat as a companion animal or otherwise comply with the terms of this Agreement. Adopter shall not give, sell or transfer the dog/cat to any other entity or individual person, family, research facility (of any type), shelter, pound or other humane shelter. Ownership and the right of possession of the dog/cat shall immediately vest in PET MATCH RESCUE, INC. upon Adopter's death. Adopter agrees to make arrangements within one month of the execution of this Agreement for a family member or friend to give notice to PET MATCH RESCUE, INC. in the event of Adopter's death. PET MATCH RESCUE, INC. shall

determine, in its sole discretion, whether to place the dog/cat with a member of the Adopter's family or with a new adopter.

14. Adopter's rights of ownership and possession shall cease and such rights shall immediately vest in PET MATCH RESCUE, INC. if PET MATCH RESCUE, INC., in its sole discretion, finds that Adopter has breached any term of this Agreement or has abused, neglected, or mistreated the dog/cat or any other domestic animal living with Adopter or has made any misrepresentations or provided any incorrect information to PET MATCH RESCUE, INC., and Adopter shall voluntarily surrender the dog/cat to PET MATCH RESCUE, INC.

If Adopter refuses to voluntarily surrender the dog/cat to PET MATCH RESCUE, INC. in violation of this Agreement, PET MATCH RESCUE, INC. shall have the right to repossess the dog/cat through legal action, and Adopter shall be liable to PET MATCH RESCUE, INC. for all costs and expenses, including reasonable attorney fees, incurred by PET MATCH RESCUE, INC. in pursuing such legal action.

15. Adopter expressly understands and agrees that PET MATCH RESCUE, INC. is a Pennsylvania Charitable Corporation and that, in order to offset the expense and effort that PET MATCH RESCUE, INC. incurs in the acquisition and placement of dogs/cats for adoption, PET MATCH RESCUE, INC. requests a donation of at least \$350 for dogs/puppies and at least \$150 for cats/kittens upon execution of this Agreement. Adopter further expressly understands and agrees that the donation is non-refundable.

16. Adopter warrants that Adopter has selected the dog/cat for adoption based on Adopter's own observations and judgment and any health or behavioral issues known to exist in the dog/cat and the challenges and responsibilities of owning the dog/cat as a companion animal have been disclosed to Adopter by PET MATCH RESCUE, INC. Adopter expressly and specifically releases PET MATCH RESCUE, INC., its servants, agents, officers, directors, volunteers and employees (if any) from any and all liability, direct, incidental, consequential or otherwise, for any damages, losses, injuries or illnesses caused by the dog/cat. Furthermore, Adopter agrees to indemnify PET MATCH RESCUE, INC. against any and all claims by third parties arising out of the dog/cat's behavior and/or activities while the dog/cat is in the ownership, possession, custody and/or control of Adopter and/or any family member, friend, neighbor, agent, servant, employee, contractor and/or workman of Adopter.

17. Throughout the course of Adopter's ownership of the dog/cat, Adopter shall grant PET MATCH RESCUE, INC. periodic access to Adopter's residence, upon reasonable notice by PET MATCH RESCUE, INC. and at a mutually agreeable date and time, for the purpose of ensuring the dog/cat's safety and welfare and the compliance with the terms of this Agreement.

18. This Agreement constitutes the entire agreement relating to the matters stated herein, there are not other agreements, covenants, promises or arrangements between PET MATCH RESCUE, INC. and Adopter, other than the PET MATCH RESCUE, INC. Adoption Application dated \_\_\_\_\_ (a copy of which is attached hereto and incorporated herein by reference as if set forth in full) or any written addendum entered into and signed by PET MATCH RESCUE, INC. and Adopter, relating to the matters

covered by this Agreement, the terms and conditions of the Agreement cancel and supersede any prior agreements or understandings that may have existed between PET MATCH RESCUE, INC. and Adopter with respect to any matter covered by this Agreement, no other promise or inducement has been offered to either party except as set forth here, and this Agreement is binding upon both parties, and their respective heirs, executors, administrators, successors and assigns.

19. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealths within the United States, without reference to principles of conflicts laws.

20. The terms of this Agreement are severable. If any term, covenant, word, clause, phrase, sentence, paragraph or provision of this Agreement is declared to be void, illegal, invalid or unenforceable by any court of compensation, Adopter agrees that the same shall be modified to make it enforceable and/or severed from this Agreement but that, in such event, all other terms, covenants, words, clauses, phrases, sentences, paragraphs and provisions shall remain in full force and effect. Likewise, if either party to the Agreement fails to enforce a word, clause, phrase, sentence, paragraph or provision of this Agreement that will not affect the validity or enforceability of any other provision within this Agreement.

21. Adopter certifies that Adopter has read all the terms and initialed on all 4 pages of this Agreement, that Adopter understands Adopter's obligations and representations arising under this agreement, that Adopter has been afforded ample opportunity to review the terms of this Agreement, and to seek review and advice from an attorney or other outside party and that Adopter agrees to be bound by each and every term of this Agreement. Adopter further understands and agrees that any donation Adopter made to PET MATCH RESCUE, INC. is non-refundable, even if the Adopter returns the dog/cat to PET MATCH RESCUE, INC. or PET MATCH RESCUE, INC. reclaims the dog/cat under the terms of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Adoption Agreement.

I/We certify that I/We have read and understand the terms of this Agreement by signing below on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
*Date Month Year*

Adopter (Print) \_\_\_\_\_

Adopter (Sign) \_\_\_\_\_

Adopter Address \_\_\_\_\_

Adopter Phone Number \_\_\_\_\_

Pet Match Rescue Adopting Agent (Sign) \_\_\_\_\_

