



140 Andrew Chapel Rd, Stafford, VA, 22554

Date: ____/____/____

Animal Type: _____ Current Animal Name: _____

Breed: _____ Color and/or markings: _____

Est. Age: _____ Est. Weight: _____ Chip #: _____

For Review Only

Binding Contract: The following is a legal and binding contract between the adopter(s) and the Stafford SPCA, Inc. After reading each section, initial the space provided. The initials are a confirmation that you have read, understood, and agree with each section. Failure to initial does not relieve you of your obligation under each section. If you have any questions or concerns, ask for clarification from an SPCA agent before signing the contract.

Adopting Animals is a Big Decision: I (we) understand that adopting a dog, cat, or other animal, although very rewarding, requires a significant investment of time, patience, and resources. I, for myself, and my family / dependents hereby certify that I have either researched, or am knowledgeable about, the particular breed or breed mix that my new animal may be. I am also prepared to deal with any animal, breed, and behavioral, medical or psychological issues as they may arise. I also certify that I am able and willing to bring in qualified third party professionals to assist in the care, training, and development of my adopted animal, as needed. I understand and agree that most behavioral issues can be corrected, if dealt with properly, consistently, and promptly. I understand that failure to take timely corrective action with any such issues can result in more serious problems later.

Age & Household: I am at least 18 years old and have a valid state issued photo ID. **Please attach a copy.** All adult members of my household are aware of and support this adoption.

Commitment & Care: I will provide humane and loving care, and will treat this animal as an indoor family house pet, for the lifetime of this animal. This animal will not be used for hunting, breeding, medical purposes, fighting, baiting or attack. Depending on the age, breed and health of this animal, that commitment can well exceed 10 - 15 years. I agree to be a responsible guardian, to include providing adequate food, water, shelter, attention, companionship, exercise and all required veterinary care.

Food & Water: I will provide high-quality, age and breed appropriate food to the pet, at least once a day, and will provide a continuous supply of clean, healthy water. A licensed vet may make temporary modifications to the food and water schedule as the animal's health conditions may occasionally warrant. I understand that making significant changes in this pet's food may cause allergic or medical related issues that may result in behavioral problems that did not exist before.

No guaranty or warranty / assumption of risk: I understand and agree that no guaranty can be given on any adopted animal, and that there is no warranty, either expressed or implied, on the animal being adopted from the Stafford SPCA. I understand and agree that many of the animals available for adoption are rescued or

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abandoned animals, and as such, may have often been exposed to a variety of environments, diseases, abuse, and neglect. Like human illnesses and disorders, some of these can have incubation periods of weeks, months or even years. If the adopted animal begins to show signs or symptoms of illness or injury, at any point, I will take the pet to a licensed veterinarian immediately.

Vet Care: I agree to take my new family member to my licensed vet within **30 days** of adoption for a health checkup. I will provide annual and routine veterinary care for this animal. I will have all necessary and recommended shots, vaccinations and treatments provided on a regular and ongoing basis.

Spay / Neuter: Most animals adopted by or through the Stafford SPCA will already be spayed or neutered. If the animal is intact on the date of adoption, it is specifically agreed that the adopter will have the animal(s) spayed or neutered by a qualified, licensed vet within 30 days of adoption, or before the animal reaches 6 months of age, and will provide written proof of same to the Stafford SPCA within seven days following completion.

Virginia Law, 3.2-6574 governs and requires spay/neuter compliance, and civil penalties for failure. Further, the adopter(s) accept full responsibility for all costs and fees involved in the spay/neuter surgery, unless otherwise agreed upon with the Stafford SPCA, and will take whatever precautions are necessary to prevent any mating activity or litters to be conceived before the spay/neuter procedure is performed.

Alteration of Animal: It is expressly agreed and understood that the adopted animal may **NOT** be medically, surgically, or cosmetically altered without the express written consent of the SPCA, which will **NOT** be given for the purposes of de-clawing a cat or dog, ear cropping, tail docking, cosmetic tattooing, or any other procedures that are not medically necessary, as determined by a qualified vet, in consultation with the Stafford SPCA, or which will not relieve acute pain or suffering of the animal. This does not apply to microchip or tattooing for identification purposes.

Regular Exercise: I will ensure that my pet receives sufficient age and breed appropriate daily exercise by walking my dog on a leash, and or exercising my animal in a structural, four sided fenced yard, dog-park, or other controlled environment. For cats, regular exercise will be achieved through the use of toys, cat condos and interactive play.

Containment, Transportation & Conditions: I will not let my pet roam free, nor will I keep it tied or chained for any meaningful length of time, and I will not subject my pet to exposure of extreme weather or temperatures of any kind. I may not transport my adopted animal in the open bed of a pick-up truck, or similar vehicle, nor will I leave my animal unattended in a vehicle, or truck bed with a cap, regardless of season. Unless otherwise stated in a specific, Barn Cat adoption, all cats adopted by the Stafford SPCA are expected and intended to be "indoor only," especially if they have been declawed prior to them being taken into our care.

Inquiries & Follow Up: I agree to permit a representative of the Stafford SPCA and/or its affiliates to make inquiries concerning any of the above conditions (and anything else contained in this agreement) after the adoption of the animal. I agree to respond to inquiries in a timely manner, and to inform the Stafford SPCA of any changes in my contact information.

Cruelty / Abandonment / Convictions: I represent that neither I, nor any members of my family or residents of my home, have ever been convicted of animal neglect, abandonment, or cruelty. I further represent that I have never owned an animal that has been confiscated by Animal Control or other humane organization, for violations of state, local or other animal regulations or violation of adoption agreements.

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State & Local ordinances: I agree to abide by all state, and local, animal control ordinances of the community in which I and the animal reside.

Tags / Registration / Microchip: I will attach a proper identification tag to my pet's collar, which the pet will wear at all times, along with the appropriate county / locality issued dog license, which I will obtain within 30 days of taking ownership of the animal. I also agree that if my animal has a microchip, to ensure that the monitoring company and/or the Stafford SPCA has, and receives from me regularly, correct and updated contact information as needed to successfully return my adopted pet to me.

Lost Animal: I hereby agree to notify the Stafford SPCA immediately if my animal becomes lost or goes missing. The Stafford SPCA can provide a wealth of tools and tips to assist me in locating my animal. Whenever possible, the Stafford SPCA will also assist in the search for my animal to bring the animal safely home.

Adoption & Surrender Fees: The adoption fees are nonrefundable. There will be a minimum return/decline fee of \$35 (or the highest amount allowed by VA Law) for any check or credit/debit transaction that is returned, declined, or charged back by your bank, or credit card company. In the event that you do not wish to keep the animal, for whatever reason, and after complying with any and all other conditions of this agreement, you still wish to return the animal to the SPCA, the adoption fee is not refundable, and the SPCA reserves the right to impose a surrender and listing fee as appropriate to rehome the animal, in its sole discretion.

Ownership Surrender Responsibility: I am adopting this animal to become a lifelong part of my family. I agree that if I cannot, for whatever reason, keep this animal, that I will return this pet to the Stafford SPCA in a fully healthy, intact and stable physical, emotional and psychological condition. I further agree to be responsible for all costs necessary to bring any animal returned by me, or animal adopted to me and returned by others, back to full health, vigor and vitality such that the animal could be readily adopted to a new family. I agree never to sell, give, transfer over, or convey this animal to any individual or organization *except* the Stafford SPCA.

Disclaimer - in the event of a dog bite and the subsequent desire of the adoptive pet owner to return the pet

The Stafford SPCA is entitled to and will take into account all the details of the bite itself and all contributing factors. Stafford SPCA management will determine whether or not the pet is adoptable into another home and will evaluate the risk to SPCA staff, volunteers, visitors, other animals, and the community at large. If the pet is determined to be a substantive risk and should not be surrendered back to the Stafford SPCA, the adoptive owner(s) will accept the responsibility for making any euthanasia decisions necessary to keep their family, neighbors, other animals and general community safe from an additional bite risk.

Noncompliance / Default / Violation / Penalty: I understand that noncompliance with any provision of this contract shall constitute a material breach of this contract, and the Stafford SPCA has the right to demand that the adopter immediately cure any such default, or demand the immediate return of this animal without requiring legal/law enforcement intervention or court order. I understand and agree that failure to comply with the terms and conditions of this contract may result in the forfeiture of the adopted animal without the need of a court order. I also agree to reimburse all legal, court, operational, medical, veterinary, trainer, transport, kennel and other expenses incurred by the Stafford SPCA as deemed necessary, at the sole discretion of the Stafford SPCA, to care for the adopted animal, and to enforce the Stafford SPCA's rights under this contract. In the event that the Stafford SPCA must take legal action to enforce any rights contained herein, the adopter(s) agree to pay the reasonable attorney's fees of the Stafford SPCA regardless of the outcome of the case.

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Assumption of risk, indemnification and hold harmless: I hereby agree to accept possession of and ownership of this animal(s) at my sole risk and expense, and hereby release the Stafford SPCA, its employees, officers, directors, agents, volunteers, representatives, and assigns from any and all liability arising out of the release to me, the possession and ownership of, the actions of, and potential return/seizure of said animal. It is expressly understood that that neither the Stafford SPCA, nor any of its representatives, has made any representations concerning the suitability, aptitude, health, condition, personality or psychology of the animal. The adopter hereby assumes all legal and financial responsibility for the animal once possession has been taken, and expressly agrees to defend, save, hold harmless and indemnify the Stafford SPCA and its affiliates from any and all costs and liability arising from the ownership, care, the actions of, or possession of said animal, on any theory of legal liability, including negligence of the Stafford SPCA (et al) for any injury, loss, death or damage to persons or property directly or indirectly caused by or attributable to said animal. It is the express intent of the adopter, and the Stafford SPCA, that this release is designed to protect and Stafford SPCA, its officers, agents, employees, volunteers, agents & assigns and others affiliated.

Governing Law: Virginia State Law governs this contract. In the event that legal action has to be brought to enforce any rights under this contract, all parties hereby consent that all actions will be brought, and venue is set in Stafford County, VA. If any part of this contract is found to be invalid or unenforceable, the remainder of the contract will continue to be valid and enforceable.

CANINE CLAUSES:

Dog Bites / Dangerous Dog Laws: I hereby promise and agree to use my absolute best judgment and efforts to keep my dog, my family and my community safe by being a responsible and attentive animal owner. I also recognize that accidents do happen, and things can go wrong. I hereby agree to notify the Stafford SPCA, immediately, of any accident or incident, in which my animal is involved (as either the aggressor or the victim), and especially in any circumstance in which local Animal Control or similar agencies are involved. I hereby promise to use all best efforts to protect and defend my adopted animal from any bite, or dangerous animal charges or offenses. I also hereby grant to the Stafford SPCA an undivided ownership interest in the animal for the sole purpose of the animal's legal defense, at the sole option and discretion of the Stafford SPCA, and agree to permit the Stafford SPCA to participate in the defense of the animal in court, and in appeal as necessary.

Flea, Tick & Heartworm: I agree to provide recommended flea and tick preventative treatment, as well as heartworm preventative on a monthly schedule, or as recommended otherwise by a licensed veterinarian.

Training: I agree to provide basic behavioral training for the animal I am adopting, either on a personal basis or in a professional context, depending on the advice of the Stafford SPCA for the particular animal. Should significant behavioral problems within the dog arise over the course of my ownership, I agree to consult a utilize a professional obedience trainer/canine behavioral consultant in an effort to identify and rectify behavioral problems.

Additional Information:

For Review Only