

**MEDICAL TREATMENT & ADOPTION CONTRACT**

*Please write legibly. This information may help the animal reunite with their family if they ever become lost or stolen.*

**Thank you for adopting your new family member from Austin Pets Alive!**

Your new pet needs medical treatment, as further detailed on this document, before your adoption is finalized.

**ADOPTER INFORMATION**

**Name:** \_\_\_\_\_ **DL#:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Home #:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_ **Work #:** \_\_\_\_\_

**Adopter learned of animals through:**  Matchmaker  Foster  Staff Member  Website  Other:  
\_\_\_\_\_

**ANIMAL AND ADOPTION INFORMATION**

**Species for all:**  Cat  Dog (THIS CONTRACT CAN ONLY BE USED FOR MULTIPLE ANIMALS OF THE SAME SPECIES)

**Name:** \_\_\_\_\_ **Breed & Description:** \_\_\_\_\_

**Sex:**  F  M **Age:** \_\_\_\_\_ **Microchipped:**  Y  N **Microchip #:** \_\_\_\_\_

**Spayed/Neutered:**  Yes  No **Animal ID #:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Breed & Description:** \_\_\_\_\_

**Sex:**  F  M **Age:** \_\_\_\_\_ **Microchipped:**  Y  N **Microchip #:** \_\_\_\_\_

**Spayed/Neutered:**  Yes  No **Animal ID #:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Breed & Description:** \_\_\_\_\_

**Sex:**  F  M **Age:** \_\_\_\_\_ **Microchipped:**  Y  N **Microchip #:** \_\_\_\_\_

**Spayed/Neutered:**  Yes  No **Animal ID #:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Breed & Description:** \_\_\_\_\_

**Sex:**  F  M **Age:** \_\_\_\_\_ **Microchipped:**  Y  N **Microchip #:** \_\_\_\_\_

**Spayed/Neutered:**  Yes  No **Animal ID #:** \_\_\_\_\_

Adoption Counselor: \_\_\_\_\_

Medical Treatment Documents Provided:  Distemper  Heartworm  Spay/Neuter  Other:  
\_\_\_\_\_

Other Documents Provided:  Behavior  Calicivirus  Ringworm  Sarcoptic Mange  Other:  
\_\_\_\_\_

Adoption Fee: \$ \_\_\_\_\_ Payment Method:  Cash  Credit Card Accepted by: \_\_\_\_\_

Spay/Neuter Deposit: \$ \_\_\_\_\_ Payment Method:  Cash  Credit Card Accepted by: \_\_\_\_\_

### MEDICAL TREATMENT INFORMATION

I understand that ownership of the animals described in this contract (“Animals”) will be transferred to me only after the medical treatment outlined in this contract (“Required Medical Treatment”) has been completed either at Austin Pets Alive, Inc. (“APA!”) or through a private veterinarian.

- I elect to complete the Required Medical Treatment with a private veterinarian. I understand that all private veterinary expenses (including emergency services) are my responsibility and that I will not be reimbursed by APA! for any such expenses, unless specifically provided otherwise in this Agreement. Unless a longer duration is allowable per this contract, I will contact a private veterinarian within the next five days to schedule the start or continue the Animals’ treatment. I agree to send records of such treatment as required by APA!.

Deadline to schedule appointment: \_\_\_\_\_

Deadline to provide records of treatment to APA!: \_\_\_\_\_

- I elect to complete the Required Medical Treatment through APA!. I understand and agree that:
- APA! does not provide elective diagnostic tests, including bloodwork, prior to treatment, or state of the art medical procedures.
  - If the Animals miss any scheduled appointments with APA!’s medical clinic, APA! can take the Animals back and cancel this adoption.
  - APA! will only provide the Animals with the Required Medical Treatment (as specified in this contract) and if any other treatment or exams are needed, they must be done through a private veterinarian.
  - The Animals will receive prompt medical treatment required by this contract, and either: (1) the Animals already have a medical appointment scheduled for the treatment, as specified below; or (2) I will contact APA!’s medical clinic by the date specified below to schedule an appointment for the Animals to start or continue the treatment.

Date/time of appointment: \_\_\_\_\_

Deadline to schedule appointment: \_\_\_\_\_

Adopter’s Signature: \_\_\_\_\_

### DONATION INFORMATION

Would you like to help keep Austin No Kill by making a tax-deductible donation to APA!?!  Yes  No

If yes, please specify your donation amount:  \$25  \$50  \$100  \$250  Other: \_\_\_\_\_

Adopter's Signature: \_\_\_\_\_

## TERMS AND CONDITIONS

**Adopter's Background.** I wish to adopt the animals described in this contract ("Animals") and to provide the Animals with a suitable forever home. I am 18 years of age or older, I am legally competent to enter into this contract, and I have provided valid identification showing my present address, which matches what is listed on this contract. I own my home or have my landlord's consent to adopt the Animals. I agree to obey any and all applicable animal regulations. I have never: (1) been subject to legal action for cruelty to or neglect of animals; or (2) owned an animal that has been confiscated by any animal control or humane organization for any reason.

**Animals' Background.** I have been provided and read the Animals' medical information that is specified in this contract, and I agree to complete the Animals' medication schedule as prescribed. I have been provided and read the Animals' behavioral records that are specified in this contract, and I agree to seek assistance from the behavior team at Austin Pets Alive, Inc. ("APA!") or other qualified training professional immediately if the Animals display behavior problems. I understand that APA! does not guarantee or warrant the breed, health, temperament, or training of the Animals and that APA! expressly disclaims any oral representation, warranty, or agreement to the contrary.

I understand that although the Animals have been medically examined and vaccinated, APA! may not have prior records for the Animals, treatment by APA! is limited by its restricted funding, and it is possible the Animals may still be carrying a disease and contagious. The Animals may have dental abnormalities and/or other issues (such as gingivitis, tartar, stomatitis), which have not been noted by APA! to affect quality of life and have not been treated; a private veterinarian may recommend dental treatment for such issues, which may be provided to the Animals at my discretion and sole cost. All other animals, if any, at my home are at least four months of age and fully vaccinated (and thus protected from contagious illnesses).

**Children.** I recognize that the Animals may be frightened and/or uncomfortable around children and I agree that it is my responsibility to supervise children when they are interacting with the Animals and to show them how to safely handle the Animals.

**Mediation; Arbitration.** Any claim, dispute, or other matter in question arising out of or related to this contract, if not resolved or settled through negotiations among the parties, shall be subject to mediation as a condition precedent to other dispute resolution. Any controversy or claim arising out of or relating to this agreement or its breach which is not successfully mediated, will be settled by arbitration in Travis County, Texas.

**Nonrefundable Fees; Future Medical Expenses.** I understand that the Animals' adoption fees are nonrefundable and help defray the expenses incurred by APA! for the food, shelter, vaccinations and veterinary care of animals in APA!'s care. I further understand that APA! does not guarantee the Animals' current and/or future health, all future veterinary expenses are my responsibility, and that I will not be reimbursed by APA! for any such expenses, unless specifically provided otherwise in this contract.

**Need for Medical Examination; Notification of Medical Concerns.** I will ensure the Animals are examined by a veterinarian within 14 days of adoption. I agree to contact APA! immediately if the Animals are being considered for euthanasia within 14 days of adoption.

**Ongoing Care of the Animals.** I will provide the Animals with the following at all times: wholesome food, fresh water, shelter from the elements, daily exercise, loving attention, and kind treatment. I agree to obtain the proper municipal license if required under local law and comply with local and state statutes and ordinances. Additionally, I will provide the Animals with appropriate training.

I will provide the Animals with all recommended veterinary care, including monthly heartworm prevention and annual vaccinations, and I will provide the Animals with prompt veterinary care if it becomes ill or injured (including

emergency care when warranted). I will only euthanize the Animals in the case of their terminal illness, injury, or old age accompanied by pain and suffering. I will not allow any cosmetic surgeries to be performed on the Animals. Cosmetic surgeries include but are not limited to declawing, tail docking, and/or ear cropping.

If the Animals are microchipped for identification, I understand that I should confirm that my information has been provided to the microchip company so that I can be contacted in the event the Animals are found as strays.

If the Animals shall, for any reason, be picked up by local law enforcement or animal control, I will make immediate arrangements to reclaim the Animals.

If I am ever unwilling or unable to care for or keep the Animals, I will: (1) contact APA! immediately; and (2) surrender the Animals to APA! or obtain APA!'s written approval to rehome the Animals to a friend or family member; I will otherwise never give away, sell, trade, abandon, or otherwise transfer custody of the Animals to a shelter (other than an APA! shelter) or other person or entity. I understand that: (1) I may transfer permanent custody, ownership or possession of the Animals to another person or entity only with the written approval and consent of APA!; and (2) I may be responsible for payment of any costs incurred, by APA! or otherwise, to transport the Animals to APA! if the Animals no longer reside in Austin. Additionally, I understand and agree that I am responsible for the care of the Animals until they have been surrendered to APA!, and I will do everything within my ability to safely return the Animals.

I understand and agree that if I ever surrender the Animals to APA! or authorize anyone to surrender the Animals to APA!, the following consideration is required by APA in exchange for its acceptance of and care for the Animals: (1) my immediate relinquishment of all rights of ownership of the Animals; (2) my immediate relinquishment of any right to information about the Animals, including their disposition; and (3) my immediate authorization for the release of any veterinary records regarding the Animals. I further understand and agree that if at any point the Animals are surrendered to APA!'s custody (by me or through my authorization) this clause will remain enforceable against me without the need for it to be further documented in writing.

**Publicity.** I understand that the activities of APA! are potentially of interest to donors, foundations, contributors, government officials, other adopters, and the general public. Accordingly, certain APA! activities, including adoptions, may be recorded on film, video or other electronic recording media. I hereby consent to such recording and to any and all uses and displays by APA! and its agents, of my name, voice, likeness, image, appearance, and biographical information in, on or in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs, advertising, sales, marketing brochures, books, magazines, other publications, and all other printed and electronic forms and media throughout the world, at any time for all legitimate business purposes of APA! ("**Permitted Uses**"). I hereby forever release APA! and its directors, officers, employees, and agents from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever at any time in connection with any Permitted Use.

**Required Medical Treatment.** I understand and agree as follows:

- *Pre-Adopt Status - Clearance.* The Animals need additional medical treatment, as further detailed on this document ("Pre-Adopt Medical Treatment"), the adoption of the Animals has not been finalized, and my adoption of the Animals will be finalized only after APA! has forwarded notification to me that the Animals has been medically released and legally transferred into my care.
- *Pre-Adopt Status – Ownership of the Animal.* Until the adoption is complete: (1) the Animals remain the property of APA!; (2) APA! maintains responsibility for the Animals' Pre-Adopt Medical Treatment and any vaccinations required for the Animals to be fully vaccinated; (3) I have assumed and am responsible for all medical treatment related to the Animals other than the Animals' Pre-Adopt Medical Treatment and any vaccinations necessary for the Animals to be fully vaccinated; (4) APA! has full authority to make decisions for the Animals; (5) APA! may take back the Animals at any time and for any reason; (6) I must return the Animals to APA! within 24 hours of request/demand; (7) I must notify APA! if the Animals sustain a life-threatening injury or illness; and (8) APA! must approve any euthanasia recommendation by a private veterinarian before

the Animals are euthanized, unless the recommendation is made after 7:00 pm or before 10:00 am and is based on an emergency.

- *Private Veterinarian Medical Expenses.* I understand that all private veterinary expenses (including emergency services), whether incurred while the Animals are in Pre-Adopt status or after the Animals' adoption is finalized, are my responsibility and that I will not be reimbursed by APA! for any such expenses, unless specifically provided otherwise in this Agreement.
- *Cooperation is Required.* I must comply with the Animals' treatment plan and be proactive in the treatment and recovery of the Animals. If I am not, I understand that APA! may take the Animals back and cancel this adoption. I understand that if I refuse to surrender the Animals to APA!, as required herein, APA! may outcome the animal as "Lost/Stolen" and/or pursue any and all available legal remedies against me.
- *Long-Term Care Responsibility.* Long-term follow-up and care will be my responsibility and APA! will not be liable for complications.
- *Spay/Neuter Deposit.* I will not be refunded the Spay/Neuter Deposit until the Animals have been spayed/neutered and, if applicable, proof of the spay/neuter has been received by APA!.

**Puppies and Kittens ("Juvenile Animals").** If I am adopting a Juvenile Animal, I understand and agree to the following: (1) any Animal under four months of age is not fully vaccinated and must receive several vaccinations in order to be protected from common diseases, and I will follow established veterinary guidelines to ensure my Animal is fully vaccinated; (2) I will start providing monthly flea and heartworm prevention medication to the Animal once it reaches eight weeks of age; and (3) if the Animal has been allowed to go home with me before being spayed/neutered/microchipped, I agree to have the Animal spayed/neutered and microchipped within the next 30 days, either by a private veterinarian or at APA!, and (4) much like a parent and child, my Animal's actions are my responsibility, and I will take steps to teach my Animal appropriate behavior.

- Additionally, if I am adopting a puppy, I understand and agree that: (1) puppies use their mouths to explore their environment, to initiate play, during play, to indicate displeasure, and to defend themselves from frightening things, and if my puppy uses his/her mouth, it is most likely not aggression, but immaturity; (2) puppies need to learn to control the strength of their jaws (bite inhibition) and learn not to use their mouth on people (but if they do, they should do it softly); (3) the puppy I am adopting may not be housetrained; (4) the puppy I am adopting may grow substantially and I am prepared to house an animal in my home that is larger than the puppy I am adopting today.
- If I am adopting a single kitten, I understand that more than 50% of adopters who contact the APA! Cat Behavior Team are adopters having trouble with single kitten behaviors. I have been counseled about the consequences of adopting a single kitten, I am prepared to compensate for lack of species appropriate interaction, and I can be patient while my infant kitten grows into a mature adult. I can accept each of the following behaviors, which are likely to occur, and may last the entire lifespan of the Animal: (1) keeping me up at night; (2) scratching; (3) generalized anxiety; (4) biting; (5) excessive meowing; (6) destructiveness (7) inappropriate elimination; (8) attacking; and (9) aggression, including to children.

**RISKS; RELEASE; INDEMNIFICATION.** I UNDERSTAND THAT ANIMALS ARE INHERENTLY UNPREDICTABLE AND THAT THE ANIMAL MAY SUBJECT ME AND THOSE IT ENCOUNTERS TO HEALTH AND SAFETY RISKS, AND I ACCEPT RESPONSIBILITY FOR AS WELL AS POSSESSION AND OWNERSHIP OF THE ANIMAL AT MY SOLE RISK.

I HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE APA! AND ITS AFFILIATED COMPANIES, SUBSIDIARIES, PARTNERS (INCLUDING BUT NOT LIMITED TO THE ADOPTION LOCATION), FUNDERS, INSURERS, AND SPONSORS, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS ("RELEASED PARTIES") FROM, AND EXPRESSLY WAIVE, ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, THAT MAY ARISE FROM MY OWNERSHIP AND/OR POSSESSION OF THE ANIMAL AS WELL AS FROM THE ANIMAL'S ADOPTION, BEHAVIOR, OR ACTIONS.

I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM OR DEMAND AGAINST THE RELEASED PARTIES, AND FULLY AND FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES FROM LIABILITY UNDER SUCH CLAIMS OR DEMANDS. I UNDERSTAND THAT THIS RELEASE DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THEM WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, PROPERTY LOSS, OR OTHER LOSS THAT MAY RESULT FROM MY OWNERSHIP AND/OR POSSESSION OF THE ANIMAL, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

I FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, JUDGMENTS, SETTLEMENTS, LOSSES, DAMAGES, INTEREST, AWARDS, PENALTIES, FINES, COSTS, EXPENSES, OR FEES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO: (1) MY POSSESSION AND/OR OWNERSHIP OF THE ANIMAL; (2) THE ANIMAL'S ADOPTION, BEHAVIOR, OR ACTIONS; AND (3) MY BREACH OF ANY REPRESENTATION OR OBLIGATION UNDER THIS CONTRACT. MY DUTY TO INDEMNIFY APPLIES TO LONE ACTS OR OMISSIONS BY ME AS WELL AS THE COMBINED ACTS OF ME WITH OTHERS.

I EXPRESSLY AGREE THAT THE RELEASES AND INDEMNITY AGREEMENT ARE INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAW.

**Miscellaneous.** I understand and agree to each of the following: (1) the parties intend this contract to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted; (2) if any term or provision of this contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this contract or invalidate or render unenforceable such term or provision in any other jurisdiction; (3) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this contract shall operate or be construed as a waiver thereof; (4) this contract and all related documents and all matters arising out of or relating to this contract, whether sounding in contract, tort, statute, or otherwise, are governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice or conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas; (5) any legal suit, action, proceeding, or dispute arising out of or related to this contract or the transactions contemplated hereby or thereby shall be instituted exclusively in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City of Austin and County of Travis, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute; (6) with the exception of any supplemental agreements executed contemporaneously with the adoption of the Animal (which in no event shall reintroduce or expand any liability whatsoever for APA!), this contract constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter; (7) strikethroughs and other handwritten changes to the general terms and conditions of this contract are not valid; and (8) this contract may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this contract or, in the case of waiver, by the party or parties waiving compliance.

**Affirmation.** By signing this contract, I am: (1) confirming that I have read, affirm, and fully understand the terms of this contract and that all of the information in this document is correct; (2) entering into a legal and binding contract with APA! that is binding upon my heirs, assigns, successors, and personal representatives; and (3) agreeing to comply with each of the requirements in this contract.

**Adopter's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Adoption Counselor's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Thank you for adopting your new family member from Austin Pets Alive!  
Help us continue to save lives!  
Visit our website for more information: [www.austinpetsalive.org](http://www.austinpetsalive.org)**