

3101 W. 2nd Street
Owensboro, Kentucky 42301
(270)-302-6813

ANIMAL ADOPTION CONTRACT

This contract and agreement ("Agreement") is entered on _____,
between the Owensboro Humane Society ("Humane Society"),
and _____ (collectively "Adopter"),

Address _____ phone _____

Whereas, Adopter has selected an animal from the Humane Society as described herein, and Adopter desires to adopt such animal and provide a home for the animal, and Humane Society is agreeable to such adoption, subject to the terms and conditions of this Agreement.

1. The Animal which the Adopter desires to and has agreed to adopt is described in **Exhibit "A"** attached to and made a part of this Agreement ("Animal").
2. Adopter agrees to keep the Animal in his/her personal possession and control, and shall provide proper and sufficient quantities of food and water, and provide shelter, medical as needed, grooming, sanitation, exercise, safety and humane treatment at all times.
3. Adopter agrees not to sell, trade, transfer ownership, abandon, or dispose of the Animal in any way. If for any reason the Adopter is not able to keep the Animal or properly care for it. Adopter shall contact the Humane Society and agrees to relinquish custody of the Animal back to the Humane Society.
4. If the Animal becomes sick or injured, Adopter shall promptly seek veterinary care for the animal.
5. If the Animal has not been spayed or neutered at the time of adoption, Adopter will not allow the Animal to breed or be bred under any circumstances. Adopter further agrees to have the Animal spayed or neutered at scheduled time at the Humane Society's clinic, or shall provide the Humane Society with proof and verification of such procedure by sending a photocopy of veterinarian records to the Humane Society not later than _____ days from the date of such scheduled time.
6. **If the Animal is a cat or kitten, Adopter agrees to never permit or allow the Animal to be declawed under any circumstances. Adopter understands that declawing is viewed as mutilation. In the event that Adopter breaches or violates this provision, the Humane Society may remove the Animal from Adopter, and bring an action for breach of contract.**
7. Adopter shall provide current ID tags for the Animal, secured to collar, and which is worn at all times. Microchipping is recommended as a means of permanent identification of ownership of the animal.
8. The Adopter agrees to comply with all state and local laws pertaining to animal ownership.
9. Adopter understands that failing or refusing to comply with applicable licensing agreement could cause Adopter to become subject to penalties set forth in KRS 258.990. It is recommended that the Adopter of any dog over six months of age in the county, or any city therein should obtain a license from any Owensboro veterinarian hospital.
10. While all reasonable efforts are made to evaluate the temperament and health of an animal adoption prospect, the Humane Society makes no guarantee concerning the health and temperament of this animal.
11. The Adopter agrees to and does hereby assume all risk and responsibility of ownership for the Animal after it is in the Adopter's possession, and further agrees to defend, hold harmless and indemnify the Owensboro-Daviess County Humane Society against any and all claims for damages arising out of the Adopter's adoption and ownership of the Animal, and any damages caused or allegedly caused by the Animal.
12. If the Animal is found running beyond the boundaries of Adopter's yard, or is found at the Daviess County Animal Shelter (or other similar facility) or if needed veterinarian care is or has been ignored, the Adopter agrees to relinquish the Animal to the Humane Society, and such relinquishment may become permanent if the Humane Society determines, in its sole judgment, that the home being provided to the Animal by the Adopter is insufficient or inadequate.
13. If the Animal adoption becomes unsatisfactory for the Adopter for any reason and the Adopter elects to bring the Animal back to the Humane Society as understood and stated in this Agreement, the Adopter understands that there shall be absolutely no refunds or reimbursement for any costs or expenses incurred by Adopter relating to the Adoption or care of the Animal, and no trades or exchanges for any other animals.
14. **Adopter shall pay to Humane Society all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Humane Society in seeking recovery of damages caused by any action of Adopter in violation of, or in obtaining injunctive relief for the enforcement of, any of the provisions of this Agreement.**

Adopter _____ Date _____

Witness _____ Date _____

Owensboro Humane Society Representative/Witness