



## CAT ADOPTION CONTRACT/AGREEMENT

The Rescue Train (the “Charity/Rescue/we/us”), a California 501 (c) (3) non-profit corporation, and the undersigned (the “Adopter” or “you”), in consideration of the mutual covenants in this Agreement and other good and valuable consideration, intending to be legally bound by this Agreement, agree to the following:

1. **The CAT:** We are placing the following described cat/kitten with you, the Adopter, for the adoption by you as a companion cat and family member:

Date: \_\_\_\_\_ Name \_\_\_\_\_ M\_\_ F\_\_  
(Hereinafter ADOPTEE or Cat)

Breed/Mix/Color/Markings \_\_\_\_\_

2. **Adoption Donation:** To assist us in continuing our rescue work, Adopter agrees to make a non-refundable donation of at least \$125.00 per cat. This donation is immediately used to pay the ongoing costs of rescuing stray and shelter animals, including food, veterinary care, behavior training, etc.
3. **Spay/Neuter:** If this Cat has not been sterilized prior to this adoption due to age or physical condition, you agree to enter into a Sterilization Agreement with us to have the cat spayed or neutered in accordance with the Sterilization Agreement.
4. **Care of the cat:** You agree that this Cat is being adopted as a family member and will be INDOOR ONLY. You agree to provide the Cat with fresh water, wholesome cat food, affection and shelter.
5. **Veterinary Care:** The Cat will be examined by your licensed veterinarian within 10 days after adoption and will be provided with medical treatment as needed. You agree to keep all vaccinations current. Any veterinary problems that may arise, including serious illness requiring emergency care or surgery is your responsibility and that you will be responsible for all related costs.
6. **Identification:** You agree that the cat WILL ALWAYS be wearing an identification tag with two current telephone numbers plus The Rescue Train ID tag.

7. **Safe Environment:** Adopter will provide a safe environment including screens on windows. If Adoptee is a kitten, toilet lids will be kept closed. Guests will be informed “Not to let the cat out.” Cat will not be placed in a home where other cats have not been spayed/neutered, been tested for FIV/LUK and are not up to date on their immunizations.
8. **Agreement NOT to Declaw:** You promise never to declaw this cat. You agree that declawing consists of amputating not just the claws, but the whole phalanx (up to the joint), including bones, ligaments, and tendons! Declawing is not a “simple”, single surgery but **10 separate**, painful amputations of the third phalanx up to the last joint of each toe. You agree declawing can cause serious physical, psychological and behavioral complications. You understand that scratching is normal cat behavior and you will provide scratching pads and keep their nails trimmed.
9. **Transportation:** The cat will be properly restrained, preferably using a secured crate when transported in any vehicle.
10. **Lost Cat:** You agree to make an immediate and serious effort to find the cat if it becomes lost, by (a) filing lost reports with the local police, animal control authorities, animal shelters, SPCA’s and local veterinarians and pet stores, (b) post lost cat signs (c) place lost cat ads in your local paper (d) contact us for additional support and advice. Furthermore, Adopter understands that if the loss was the result of negligence or failure to comply with the covenants of this Agreement, The Rescue Train reserves the right not to return the Cat and to place adoptee into a new home.
11. **No Right To Transfer:** If at any time in the future you cannot continue to provide proper care for the Cat, you will not abandon, give or sell the Cat to another person, company, organization, medical research, pound or animal shelter. You agree to do one or more of the following:
  - A. Obtain approval from The Rescue Train to transfer the ownership of the Cat to a friend or relative. Rescue must approve the new adopter who will be required to sign an agreement similar to this one.
  - B. Pay to board adoptee for an agreed-upon time, allowing Rescue to actively seek a new home and then relinquish the Cat to Rescue when a home is found. (Boarding costs vary from \$10 to \$30 per day)
  - C. Return Adoptee to Rescue—Adopter agrees to give Rescue up to five days notice prior to returning adoptee in order for Rescue to secure boarding.

12. **Return Policy:** If Adopter decided to not keep the Cat, Adopter hereby agrees to return the Adoptee to Rescue. Importantly, Adopter agrees to give Rescue **three to five business days** to secure a proper facility to board the Cat, and will provide safe and loving care of the Adoptee until it is returned. \_\_\_\_ (**Adopter Initial**).

**Adopter agrees to safely transport** the Cat to the determined facility, and will return any/all paperwork and supplies provided by Rescue at that time. \_\_\_\_ (**Adopter Initial**).

13. **Euthanasia:** You agree that you may not euthanize the Cat except in the case of the Cat's terminal illness or injury, or old age accompanied by pain and suffering, and in that cause, the euthanasia must be performed by a licensed veterinarian.
14. **Change of Contact Info:** You will notify The Rescue Train of all changes of address and/or telephone within 30 days after the change. Communications should be mailed to: The Rescue Train, 11271 Ventura Blvd. Suite #405, Studio City, CA 91604.
15. **Estate Provisions:** Adopter agrees to provide for care of the Cat in their will or estate if by no other means than specifying in writing that Adoptee is to be returned to The Rescue Train in the event of Adopter's death.
16. **Follow Up:** Adopter understands and agrees that The Rescue Train is fully entitled to make follow-up visits or phone calls to ascertain that all of the covenants and clauses of this agreement are being satisfied. Adopter is obligated to cooperate with Rescue.

**Right to Reclaim:** Adopter understands and agrees that Rescue reserves the right to reclaim adoptee if any of the above conditions are not met to the satisfaction of Rescue. Adopter further understands and agrees that any expenses incurred by Rescue in exercising its rights under this provision will be paid by Adopter in addition to any liquidated damages required by other provisions of this Agreement.

**No Warranty:** Rescue makes no warranty as to the temperament or physical condition of the Adoptee. The Adoptee is being adopted as is.

**Special Disclaimer:** All warranties with regard to Adoptee, including any implied warranty of merchantability and fitness for a particular purpose, where they are applicable, are hereby specifically disclaimed.

**Release & Indemnification/No Liability:** Adopter hereby releases The Rescue Train from any and all liability for personal injury, property damage, legal fees, or veterinary care, or any other expense or liability incurred by Adopter as a result of this adoption. Adopter agrees to indemnify The Rescue Train from any and all such claims and to pay, without limitation, any costs related to such injury, damage, or liability, including, in the case of litigation, any attorneys fees incurred by The Rescue Train in its defense.

**Breach of Agreement/Liquidated Damages.** In the event that you do not comply with the terms of this Agreement, or the Cat is abused or neglected, we hold the right to recover the Cat from you upon demand, and the Cat will be surrendered to us immediately. In addition, without waiving any of our rights under this Agreement, if you do not surrender the Cat to us, you will owe us a payment in the amount of \$2,500 agreed between us as just and reasonable liquidated damages to compensate us for our costs and expenses in connection with your breach of this Agreement and we reserve our rights to reacquire the Cat.

**Entire Agreement/Modification/Binding Effect:** This Agreement (including the attached Voluntary Release/Waiver of Liability) is the entire agreement between you and us, and supersedes any prior understandings between you and us with respect to the subject matter of this agreement. No modification of this Agreement will be valid unless in writing duly signed by both you and us. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors.

Dated: \_\_\_\_\_

**BY ADOPTER:**

**THE RESCUE TRAIN:**

Signed & Agreed \_\_\_\_\_

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Drivers License # \_\_\_\_\_

Title \_\_\_\_\_

Street Address \_\_\_\_\_

Contact # \_\_\_\_\_

City/State/Zip \_\_\_\_\_

[www.therescuetrain.org](http://www.therescuetrain.org)

Home Phone \_\_\_\_\_

Work &/or Cell #s \_\_\_\_\_

E-Mail \_\_\_\_\_

**Emergency Contact**/Friend or Relative that does NOT live with you:

Name and number \_\_\_\_\_



### **VOLUNTARY RELEASE / WAIVER OF LIABILITY**

This Voluntary Release/Waiver of Liability (the "Release") is made and entered between this undersigned and The Rescue Train ("Charity") effective as of the below-indicated date. The undersigned desires to adopt an animal from Charity, and as an inducement to Charity to agree to the adoption, the undersigned hereby represents, acknowledges and agrees as follows:

1. I acknowledge that, due to the unpredictable nature of animals, certain risks and dangers may occur while caring for an animal, including risks of injury to person and property, and that I have voluntarily agreed to make the adoption contemplated herein with full knowledge of such risks and hereby voluntarily assume all of such risks.
2. I agree that I will not make any claims against, sue or attach any property of Charity, its directors, officers, agents, employees and/or volunteers for any injury or damage caused by any animal(s) adopted from Charity.
3. I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me or third parties as a result of any action or activity of any animal(s) adopted by me from Charity. It is my intention by this instrument to exempt and relieve charity from ALL liability for personal injury, property damage or wrongful death caused by negligence or otherwise.
4. I hereby agree to hold Charity and its directors, officers, agents and/or employees harmless and indemnify them from and against any liability, claims, judgments or expenses I may incur arising out of my adoption of an animal from Charity and/or my ownership or care of any such animal thereafter.
5. I HAVE CAREFULLY READ THE FOREGOING, AND I UNDERSTAND THAT TOGETHER THEY CONSTITUTE A DISCLAIMER OF LIABILITY BY CHARITY AND A RELEASE OF ALL CLAIMS BY ME. I UNDERSTAND THAT I ASSUME ALL RISKS INHERENT IN MY DECISION TO ADOPT AN ANIMAL FROM CHARITY AND ANY RELATED ACTIVITIES. I VOLUNTARILY SIGN BELOW TO EVIDENCE MY ACCEPTANCE OF THE ABOVE PROVISIONS.
6. If any portion of this Release is held invalid, it is agreed that the balance hereof shall continue in full legal force and effect.
7. This Release is governed by the laws of the State of California applicable to agreements entered into and fully performed therein.

Dated: \_\_\_\_\_ 20\_\_\_\_. Executed at \_\_\_\_\_, California

Signature of Pet Adopter \_\_\_\_\_

Print Name \_\_\_\_\_