



# Adoption Contract

Please remit contract and adoption fee to:

ODAAT c/o Allison Eberly 155 Macintosh Dr. Palmyra PA 17078

(717) 248-2902 ♦ [onedogatatime14@gmail.com](mailto:onedogatatime14@gmail.com)

♦ [www.onedogatatime.us](http://www.onedogatatime.us) ♦

***This contract is a written agreement to transfer ownership of:***

Pet Name: \_\_\_\_\_ Dog/Cat/Other: \_\_\_\_\_ Gender: M/F DOB: MM/DD/YYYY

Description: Color/Markings/Breed/Etc.

Altered Date: MM/DD/YYYY Microchip #: \_\_\_\_\_

(Hereinafter Adoptee or Pet)

***from One Dog At A Time to the adopter:***

Name (Print): \_\_\_\_\_ Spouse/Partner Name: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Township: \_\_\_\_\_ County: \_\_\_\_\_

Physical Address (If different from above): \_\_\_\_\_

\_\_\_\_\_ on (Date) \_\_\_\_\_

(Hereinafter Adopter or You)

ONE DOG AT A TIME ["ODAAT/Charity/Rescue/we/us"] AND THE UNDERSIGNED ["Adopter" or "you"] - in consideration of the mutual covenants in this Agreement, other good and valuable consideration, intending to be legally bound by this Agreement-AGREE TO THE FOLLOWING:

- Adoption Donation:** To assist us in continuing our rescue work, Adopter agrees to make a donation of \$ \_\_\_\_\_ to ODAAT for help with expenses incurred by saving this pet. Any Additional Donation is greatly appreciated for our rescued animals- the ongoing costs of rescuing abandoned and surrendered animals. (including food, veterinary care, kenneling costs, behavior training, etc.): \$ \_\_\_\_\_.
  - The first two weeks of the adoption are considered "foster to adopt". If the dog is returned during this time, \$100.00 will be kept by ODAAT and the remainder will be refunded.
  - After the first two weeks (14 days from the date on this contract) no adoption fee will be refunded. c. Any additional donations are non-refundable.
- Spay/Neuter:** In the unlikely event this pet 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 pet spayed or neutered in accordance with the Sterilization Agreement.
- Care of the Pet:** You agree that this pet is being adopted as a family member and not a disposable item. Your new family member will be afforded house privileges – to sleep inside the house- not outside. Your new family member will not be banished outside, restricted to only the yard in an outdoor pen, kennel, or fenced yard, but be allowed freedom of the house when the family is home. You agree to provide the pet with fresh water, wholesome food, adequate outdoor exercise, affection, and inside shelter. You agree that this pet will not be used as only a guard animal or for any purpose other than as a companion and friend to you and your family. No alteration to the animal's appearance is permitted for cosmetic reasons (i.e. docking of tails, ears.).
- Declaw:** ODAAT strongly advises against declawing any cat and further recommends that all cats be kept indoors for their safety and wellbeing. However, if after reading the provided literature and after the adopter has tried all avenues to train the pet and the only option available to allow the adoptee to reside in its current home, the adopter decides that they have no other choice but to declaw the pet, the adopter agrees NOT to allow the pet outdoors and that the adoptee will be 100% an indoor pet.

5. **Vacations/Unexpected Absence:** If for any reason the Adopter will be absent for a period longer than eight (8) hours or their scheduled routine, unexpectedly, and is without the ability to get home to care for your pet, the adopter agrees to arrange for boarding or proper daily care at the adopters own expense.
6. **Veterinary Care:** Your new pet will be examined by your licensed veterinarian within 30 days of the adoption with yearly veterinarian examinations thereafter and will be provided with medical treatment as needed. You agree to keep all vaccinations current as directed by your personal veterinarian: including but not limited to Rabies, Distemper/Parvo (DHLPP), FeLV/FIV, Bordetella (only as needed, i.e. if the pet will be boarded), AND to ensure the pet receives preventative medication to protect against heartworm as well as flea and ticks if necessary. You agree to provide the best available health care to the pet in a timely manner. Any veterinary problems that may arise, including serious illness requiring emergency care or surgery is your responsibility and you are responsible for all related costs.
7. **Obedience Training/Behavioral Issues** that may arise and may lead you to consider abandoning your pet (ie: biting, destruction, escapism, fearfulness, separation anxiety, dominance) you as the Adopter agree to contact an obedience trainer, if necessary, for guidance and agree to follow recommendations given so that resolving any/all of these issues allows you to maintain custody of the adopted animal. Adopter agrees to provide recommended obedience training for the pet at their cost should this course of action be necessary.
8. **Safe Environment:** Where applicable, adopter will provide a secure fenced yard, with ample room for outdoor exercise. You agree to make any necessary repairs prior to allowing Adoptee access to the yard and agree to maintain the security of the fencing now and in the future. Adopter agrees to never leave the adoptee unattended outside for more than play or potty time and to never abandon the animal to fend for itself under any circumstances. Adopter will provide a safe environment including screens on windows (Mainly in the case of a cat adoption). If Adoptee is a kitten, toilet lids will be kept closed. No animal will be placed in a home where resident animals are not up to date on their immunizations and not spayed/neutered. A cat will not be placed in a home where other cats have not been spayed/neutered and been tested for FIV/LUK. **NOTE: Many pets are sensitive and scared of loud noises, and you hereby agree to keep the adoptee indoors or in a safe and secure environment on holidays such as July 4th and New Year's Eve.**
9. **Identification:** ODAAT strongly suggests an identification tag for your tag. In the event your dog is lost, this ensures their quickest, safe return.
10. **Leash/Collar Etc:** If the adoptee is a dog, a leash will be used when on public streets or in parks or other unfenced areas, and in these areas, you will never allow the dog to roam free unsupervised, as per Pennsylvania Law. Taking time to know your dog will allow you to decide how your dog walks on a leash. Harnesses are recommended by ODAAT for those dogs that pull and tug or are not easily controlled on leash. Please be aware that using a slip, choke collar, or pinch collar without proper instruction or knowledge can harm your dog's neck, throat, and trachea. Adopter understands that the identification tag ring is not a secure restraint. Adopter understands that restraining a dog by tying it to a fixed post or wire run is unsafe and may cause theft of the dog, unpredictable behavior and random aggression. You will not leave the dog crated and/or otherwise confined for extended periods of time.
11. **Transportation:** Most dogs love the car; please get to know your dog in short car rides before deciding how the dog rides in your vehicle. If your dog does not like riding in the car, the pet should be properly restrained, preferably using either a secured crate or seat harness when transported in any vehicle. Adoptee will never be transported in the back of an open vehicle or pick-up truck. Please be aware that dogs riding with their heads out the window are not safe from harm. Many dogs have had serious injury from tree branches, outside windows of other vehicles, flying debris.

12. **Lost Pet:** You agree to make an immediate and serious effort to find the pet if it becomes lost, by (a) filing lost reports with the local police, animal control authorities, animal shelters, SPCAs and local veterinarians and pet stores, (b) post lost pet signs (c) place lost pet 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, ODAAT reserves the right not to return the pet and to place adoptee into a new home.
13. **No Right to Transfer:** If at any time in the future you cannot continue to provide proper care for the pet, you will not abandon, give or sell the pet 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 ODAAT to transfer the ownership of the pet to a friend or relative. ODAAT must approve the new adopter who will be required to sign an agreement similar to this one. The ODAAT adoption fee is waived however the new owner must be approved through our adoption process.
  - b. Agree to cover the costs to board Adoptee for a two (2) week period allowing ODAAT to actively seek a new home and then relinquish the pet to ODAAT when a home is found. Note: Boarding costs are \$25 to \$30 per day.
  - c. Return Adoptee to ODAAT.
14. **Return Policy:** If you the adopter decide to not keep the pet or if, for any reason whatsoever, this pet is not fitting into the adopter family the adopter will immediately notify ODAAT so that ODAAT can provide some assistance or make arrangements to return the animal to ODAAT. Adopter hereby agrees to return the Adoptee to ODAAT. Importantly, Adopter agrees to give ODAAT ten working days (2 weeks) to secure a kennel or foster home, and will provide safe and loving care of the pet until it is returned to ODAAT. \_\_\_\_\_ (Adopter Initial). Adopter agrees to safely transport the pet to the determined kennel or veterinarian facility, and will return any/all paperwork and supplies provided by ODAAT at that time.
15. **Euthanasia:** You agree that euthanasia of your adopted pet will be done only with veterinarian recommendation in the following circumstances:
- a. The pet's terminal illness.
  - b. Injury that cannot be medically treated.
  - c. Old age accompanied by pain and suffering.
- If euthanasia is determined to be best for the animal in these cases, the euthanasia must be performed by a licensed veterinarian.
16. **Change of Contact Info:** You will notify ODAAT of all changes of address and/or telephone within 30 days after the change. Communications should be mailed to: ODAAT, 225 Meadows Wood Dr., Lewistown, PA 17044. Or Emailed to [adoptodaat@gmail.com](mailto:adoptodaat@gmail.com).
17. **Estate Provisions:** Adopter agrees to provide for care of the pet in their will or estate if by no other means than specifying in writing that Adoptee is to be returned to One Dog At A Time in the event of Adopter's death.
18. **Follow Up:** Adopter understands and agrees that ODAAT 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 ODAAT. Typical follow-up intervals are in : 3 days, 3 weeks, and 3 months.
19. **Right to Reclaim:** Adopter understands and agrees that ODAAT reserves the right to reclaim adoptee if any of the above conditions are not met to the satisfaction of ODAAT. Adopter further understands and agrees that any expenses incurred by ODAAT 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.

20. **No Warranty:** ODAAT has assessed the animal you are adopting to the best of their abilities, however, the adoptee understands that ODAAT has had this animal for a limited time and makes no representation that the animal is free from characteristics or propensities that could be a source of danger to humans, other animals or property. The Adopter understands that while ODAAT takes every precaution to assure the health of its animals, no guarantee can be given regarding the condition of the animal the Adopter is adopting and may have no prior information of age, breed, health issues, training, registration, or other. Any information shared by ODAAT is of the volunteer members own experience with the pet and ODAAT makes no warranties of any kind concerning this pet. Therefore, ODAAT makes no warranty as to the temperament or physical condition of the adoptee. The adoptee is being adopted “as is”.
21. **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.
22. **Release & Indemnification/No Liability:** Adopter hereby releases ODAAT 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. All expenses incurred AFTER the adopter takes possession of pet will be the sole responsibility of the adopter and ODAAT is released of any and all liabilities, financially or other. Adopter agrees to indemnify ODAAT 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 attorney’s fees incurred by ODAAT in its defense. The adopter hereby releases and waives any claims against ODAAT which the adopter may have now or in the future for any damages/and or injuries to any person, animal or property caused by this adopted animal.
23. **Breach of Agreement/Liquidated Damages:** In the event that you do not comply with the terms of this Agreement, or the pet is abused or neglected, ODAAT holds the right to recover the pet from you upon demand, and the pet will be surrendered to us immediately. In addition, without waiving any of our rights under this Agreement, if you do not surrender the pet 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 pet.
24. **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 ODAAT. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors.
25. **Documentation:** The adopter agrees to read all documentation and literature provided upon the completion of the adoption. ODAAT STRONGLY recommends that all strategies be attempted to prevent the decision of declawing.

# VOLUNTARY RELEASE / WAIVER OF LIABILITY

This Voluntary Release/Waiver of Liability (the "Release") is made and entered between this undersigned and One Dog At A Time (ODAAT or "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. I understand all provisions of this agreement and accept this animal "as is" at my own risk.
- \_\_\_\_\_ 2. I agree that I will not make any claims against, sue or attach any property of ODAAT, 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 ODAAT 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 ODAAT 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 Pennsylvania applicable to agreements entered into and fully performed therein.
- \_\_\_\_\_ 8. I agree to read all documentation provided by ODAAT.
- \_\_\_\_\_ 9. Adopter understands and agrees that ODAAT reserves the right to reclaim adoptee if any of the above conditions are not met to the satisfaction of ODAAT. Adopter further understands and agrees that any expenses incurred by ODAAT 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.
- \_\_\_\_\_ 10. I agree that if required the ODAAT's Optional Care Program is in effect that it is also binding in this agreement. See Attachment.

Adopter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Adopter Signature: \_\_\_\_\_

ODAAT Rep. Signature: \_\_\_\_\_ Print ODAAT Name: \_\_\_\_\_



# Optional Care Provision

Please remit contract and adoption fee to:

ODAAT c/o Allison Eberly 155 Macintosh Dr. Palmyra PA 17078

(717) 248-2902 ♦ [onedogatatime14@gmail.com](mailto:onedogatatime14@gmail.com)

♦ [www.onedogatatime.us](http://www.onedogatatime.us) ♦

## In effect if checked, Adoptee please read and initial:

- Special Behavioral Needs:** Adopter understands that the pet has special behavioral issues that have been described to them by Rescue and agrees to complete obedience training class. \_\_\_\_\_(initial)
- Special Medical Needs:** Adopter understands that the pet has special medical needs that have been described to them by Rescue and agrees to continue all medications and medical care as deemed necessary by a licensed veterinarian. \_\_\_\_\_(initial)
- No Other Pets:** Adopter understands that the Pet is being adopted as an only pet and that other animals may not be safe if brought into the same household—therefore no other pets will be brought into the Adopters household for any reason. \_\_\_\_\_ (initial)
- Unenclosed Pools/Spas:** Adopter understands that their unenclosed pool or spa may represent a deadly hazard to the Pet and agrees not to give the Adoptee unaccompanied access to the pool or spa until after Adoptee has been trained to safely exit the pool or spa. \_\_\_\_\_(initial)
- No Children:** Adopter understands that the Pet may not be kept in a home with children and hereby states that there are no children in their current household and no plans to have or adopt children in the future. \_\_\_\_\_(initial)
- Predators:** Adopter understands that the Pet is a small pet, especially vulnerable to predators, such as hawks, owls, coyotes, etc., therefore agrees that the Pet will never be left outdoors unaccompanied by you or a member of your family. \_\_\_\_\_(initial)
- Sensitive to Loud Sounds:** This pet is sensitive and scared of loud noises, and you hereby agree to keep the Adoptee indoors or in a safe and secure environment on holidays such as July 4<sup>th</sup>, New Year’s Eve, etc. \_\_\_\_\_(initial)
- Escape Artist:** This pet has proved to ODAAT that it can jump a \_\_\_\_\_ foot fence, therefore, this pet will never be left alone in a yard unsupervised. \_\_\_\_\_(initial)
- Possessive of Food:** This pet has exhibited behavior of protecting its food. The adoptee agrees to feed it separate from all other animals in the home and be careful of taking food away from pet while eating. \_\_\_\_\_(initial)
- Possessive of Toys:** This pet has exhibited behavior of protecting its toys. The adoptee agrees to play with this pet and its toys separate from all other animals in the home and be careful of taking toys away from pet while eating. \_\_\_\_\_(initial)
- Declaw:** If after reading the provided literature and after the adopter has tried all avenues to train the pet and the only option available to allow the adoptee to reside in its current home, the adopter decides that they have no other choice but to declaw the pet, the adopter will not allow the pet outdoors and the adoptee will be 100% an indoor pet. \_\_\_\_\_(initial)

\_\_\_\_\_ (initial) **Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_