



Dog Adoption Agreement

Dog's name _____ Breed _____

Color and description _____

Sex _____ Age _____ Spayed Neutered

ID tag number _____ Rabies tag number _____

Microchip number _____ Medical record given

Adopter's name _____

Address _____

City _____ State _____ Zip _____

Home phone _____ Work phone _____

E-mail _____ Driver's license number _____

City of adoption _____ Location _____

Spilled Milk Animal Sanctuary is an Ohio nonprofit corporation. In this agreement, Spilled Milk Animal Sanctuary will be called "Spilled Milk".

The Adopter represents that the information provided in the application process is true and correct to the best of the Adopter's information and belief.

Spilled Milk and the Adopter wish to enter into this agreement to provide the adopted dog with a suitable forever home.

Return Policy. Spilled Milk has a commitment to all its animals: to care for them for the lifetime of each animal. The Adopter agrees that if he or she is unwilling or unable to care for the dog for its entire lifetime, he or she will contact Spilled Milk and return the dog to a location specified by Spilled Milk. The Adopter understands that he or she is responsible for the care of the animal until he or she has delivered it into the proper Spilled Milk hands, and will do everything within his or her power to safely return the animal. The Adopter agrees that in the event that he or she finds a suitable alternative home for the animal, he or she will contact Spilled Milk with the name, address and phone number of the proposed new adopter. Any proposed new adopter will be required to complete a Spilled Milk adoption application and other requirements for adoption and obtain approval from Spilled Milk in writing before adopting the dog. Under no circumstances shall the adopter transfer permanent custody, ownership or possession of the dog to any one entity, including family or friends or any entity or agency, without the approval and written consent of Spilled Milk.

Adoption Donation. The Adopter agrees to pay an adoption donation of \$ _____ to help defray Spilled Milk' expenses for food, sheltering, spaying or neutering, vaccinations and veterinary care. Additional donations are welcome.

Identification, Licenses. This dog is microchipped for identification. Spilled Milk is the contact registered with the microchip company, so if the dog is found as a stray, Spilled Milk will be the first point of contact. The Adopter agrees to keep an identification tag attached to a properly fitted collar on the dog at all times. The Adopter agrees to obtain the proper municipal license if required under local law. The Adopter also agrees to comply with local and state statutes and ordinances.

Veterinary Care. The Adopter agrees to provide the dog with the necessary vaccinations as advised by his or her veterinarian. The Adopter agrees to obtain immediate veterinary care should the dog become sick or injured, and to take full financial responsibility for any veterinary expenses.

Care of the Dog. The Adopter understands that the adopted dog is an indoor pet, and agrees to allow it full access to the home. The Adopter agrees to provide the dog with fresh water, wholesome food, adequate exercise and loving attention.

No Representations. The Adopter understands that Spilled Milk does not guarantee the health, temperament, or training of the above-described dog.

Seizure and Impoundment of the Dog. If the dog shall, for any reason, be picked up by local law enforcement or animal control, the Adopter will immediately contact Spilled Milk by phone or e-mail Spilled Milk directly that the animal has been picked up and impounded and the animal's location. The Adopter shall also inform the authorities holding the dog that the animal is under the ultimate ownership of Spilled Milk and is microchipped, provide contact information for Spilled Milk to the authorities and request that the authorities contact Spilled Milk immediately. Under no circumstances will the Adopter agree to or allow the euthanasia of the dog prior to informing Spilled Milk.

Release. The Adopter, and for his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against Spilled Milk Animal Society. The Adopter releases Spilled Milk and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior or actions of the dog.

The Adopter understands that this agreement discharges Spilled Milk and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the Adopter and his/her spouse, heirs, executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption or behavior or activities of the dog. The Adopter releases Spilled Milk and discharges Spilled Milk and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for Spilled Milk' own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Adopter.

Indemnity Agreement. The Adopter, and for his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold Spilled Milk harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of

litigation, that result to anyone else or any other entity because of the Adopter's negligence or liability. This includes lone acts or omissions by the Adopter as well as the combined acts of the Adopter with others.

Change of Address. In the event that the Adopter moves, he or she agrees to contact Spilled Milk with change of address information, so that all records can be updated and microchip information can be changed.

Procedure to Reclaim. Spilled Milk makes a lifetime commitment to any animal that is accepted into the sanctuary. On rare occasion, Spilled Milk may have to reclaim the adopted dog. Here is the procedure that will be followed:

- a. Spilled Milk will notify the Adopter by certified mail, return receipt requested, of the reclamation and ask that the dog be returned. The notice shall state clearly the circumstances under which Spilled Milk is acting and state a date when the Adopter may meet with agents of Spilled Milk to discuss the situation.
- b. b. After seven days from the posting of this notice, if the Adopter has not notified Spilled Milk, or has not accepted the notice, legal action will be taken by Spilled Milk to retrieve the dog.
- c. If the dog is in a situation that may endanger its life, Spilled Milk may call animal control in the Adopter's locality to recover the dog on behalf of Spilled Milk.
- d. In the event that either of these situations occurs, or if for any reason the dog is returned to Spilled Milk, the Adopter may request a meeting to discuss the matter within 10 days after the dog is reclaimed.
- e. Any decision of Spilled Milk is final as to whether the dog shall be returned to the Adopter.

Other. The Adopter expressly agrees that the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. The Adopter agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises. This agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any disputes under this agreement will be resolved in Clermont County, Ohio. All disputes under this agreement will be settled by binding arbitration.

The Adopter agrees that he/she is legally competent to enter into this agreement, and this Agreement is binding upon the heirs, assigns, successors, personal representatives and executors of both parties.

Signature of Adopter

Date

Agent for Spilled Milk Cat Sanctuary

Date

Donation received: \$ _____