



CAT ADOPTION AGREEMENT

PO Box 754078
Forest Hills, NY 11375
917-502-6543

www.catsinthecradlerescuenyc.org
adoptions@citrnyc.org

I, _____ (“Adopter”) residing at, _____
_____, have adopted, _____
_____ from Cats in the Cradle Rescue on ____/____/____.

In consideration of receiving the above described cat, I hereby agree to: (1) be bound by the terms, conditions, and releases outlined below, (2) assume full and complete liability and responsibility (financially, legally and otherwise) for the cat, and (3) pay the **NON-REFUNDABLE** adoption fee of _____. In addition, I certify that I have received medical records for the above named cat showing that the cat is altered, tested for feline AIDS and leukemia and is up to date on routine vaccinations. I further certify that I have entered this agreement voluntarily and with full knowledge of the terms, conditions, and releases contained herein and their legal implications.

(1) Adopter certifies that any and all information previously or currently provided to Cats in the Cradle Rescue, its affiliates, agents, representatives, directors, executives, officers, employees, independent contractors, volunteers, members, servants, successors and assigns (“Affiliates”) including but not limited to: (a) any and all information included in an application to adopt this cat or any other animal from Cats in the Cradle Rescue; (b) any and all information contained in this agreement (including any rider(s) or other documents attached hereto); and (c) any and all email correspondence, texts, or verbal communications, is true, complete, and accurate. If Cats in the Cradle Rescue determines that any information provided by Adopter is false or misleading, it shall have the right to terminate the adoption at any time, reclaim the cat and exercise all of the other rights and remedies provided in this agreement for breaches thereof and allowed at law and in equity.

(2) Adopter agrees to maintain this cat solely as a house pet and companion; to keep the cat indoors or in a securely enclosed outdoor area; and to securely screen all windows, terraces and outdoor areas to which the cat will have access. Adopter will not allow the cat to be used for medical or other experimental purposes or for commercial entertainment or for any other business purpose.

(3) Adopter will provide proper food, water and shelter at all times, and humane protection from other animals and people.

(4) Adopter will abide by all laws and ordinances concerning the humane treatment of animals.

(5) Adopter certifies that he/she has never: (a) been subject to legal action or investigation for cruelty to or neglect of animals or for domestic violence; and/or (b) owned an animal that has been confiscated by an animal control officer, law enforcement officer, or humane organization for violations of state or local animal control regulations or animal adoption agreements.

(6) Adopter will obtain routine veterinary care for this cat, including but not limited to, annual veterinary examinations and annual booster inoculations for feline enteritis (distemper), rhinotracheitis and calici, all at the Adopter’s own expense.

(7) Adopter will seek immediate veterinary treatment for this cat in the event of sickness or injury, all at the Adopter's own expense

(8) Adopter will notify Cats in the Cradle Rescue by telephone and email immediately if the Adopter has a change of address, email address or telephone number.

(9) Adopter will notify Cats in the Cradle Rescue by telephone and email immediately if the cat becomes lost or stolen. Adopter further agrees to make immediate and substantial efforts to recover this cat. If the cat has been impounded, Adopter will pay the shelter redemption fees and redeem this cat or notify Cats in the Cradle Rescue immediately of this cat's whereabouts. Cats in the Cradle Rescue shall have the right to reclaim this cat if the Adopter fails to redeem the cat within the legal time for redeeming animals. In the event of any of the circumstances provided for in the paragraph, Cats in the Cradle Rescue may, in its sole and exclusive discretion, either demand return of the cat from the Adopter or elect not to return the cat to Adopter.

(10) ADOPTER SHALL NOT AT ANY TIME OR FOR ANY REASON SELL, GIVE AWAY, ABANDON, SURRENDER, RELINQUISH TITLE TO OR TRANSFER OWNERSHIP OF THE CAT TO ANY PERSON, POUND, SHELTER, RESCUE GROUP, HUMANE SOCIETY, SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, ANIMAL CONTROL FACILITY, WHOLESALE OR RETAIL BUSINESS ESTABLISHMENT OR OTHER ENTITY, WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN APPROVAL OF CATS IN THE CRADLE RESCUE. IN THE EVENT CATS IN THE CRADLE RESCUE DOES NOT GIVE SUCH APPROVAL, CATS IN THE CRADLE RESCUE SHALL HAVE THE RIGHT TO RECLAIM THIS CAT AND THE ADOPTER SHALL MAKE ARRANGEMENTS FOR THE ANIMAL'S RETURN TO CATS IN THE CRADLE RESCUE.

(11) Adopter will return the cat to Cats in the Cradle Rescue if for any reason the adoption does not work out or the adopter can no longer care for the cat. In the event this cat is returned to Cats in the Cradle Rescue for any reason, Adopter will at no time assert any claim or demand against Cats in the Cradle Rescue or its Affiliates for any charges which may have been incurred by Adopter or any other person in connection with this cat.

(12) Adopter agrees to allow representatives of Cats in the Cradle Rescue to make periodic inspections of this cat and the living conditions provided for this cat.

(13) Adopter understands and agrees that: (a) he/she is adopting the cat "as is"; (b) Cats in the Cradle Rescue does not guarantee the health, training, or temperament of the cats that it places for adoption; (c) neither Cats in the Cradle Rescue nor any of its Affiliates have made any representations or warranties, whether express or implied, as to the health, training, or temperament of this cat; (d) Adopter has not been induced to enter into this agreement by the statements of Cats in the Cradle Rescue or any of its Affiliates; and (e) Cats in the Cradle Rescue and its Affiliates expressly disclaim any implied or express warranties of merchantability or fitness for any particular purpose with respect to this cat.

(14) Adopter understands and agrees that pursuant to Cats in the Cradle Rescue's euthanasia policy, the cat may not be euthanized for behavioral, temperamental or psychological reasons. Adopter further understands and agrees that the cat may only be euthanized if a licensed veterinarian has determined and has stated in writing that euthanasia is the only humane and compassionate option available to end the cat's prolonged and/or irremediable suffering and pain due to ill-health or life-threatening injury. Adopter shall notify Cats in the Cradle Rescue before the cat is euthanized and shall provide Cats in the Cradle Rescue with the veterinarian's written statement prior to the cat being euthanized, if possible, or within 24 hours of the event.

(15) Adopter agrees that if Cats in the Cradle Rescue should determine that any of the provisions of this agreement have been violated or this animal belongs to another person, Adopter will return this cat to Cats in the Cradle Rescue upon the demand of Cats in the Cradle Rescue. If Adopter fails to return this cat on demand, Cats in the Cradle Rescue shall have the right, without further notice or demand, to enter the premises where this cat may be and remove this cat without process of law. Adopter agrees to waive all claims for trespass or damage. Cats in the Cradle Rescue shall retain all of the other remedies provided for in the agreement and allowed at law or in equity.

(16) Adopter gives permission to Cats in the Cradle Rescue to take and publish photographs, digital images, and/or videotaped images of him/her for news, advertising, public relations, fundraising purposes and/or promotional purposes in print, electronic and digital media, including but not limited to the website and Facebook. Adopter understands that he/she will not be compensated in any way for any photograph or other images of his/her person which may be used in any of the above listed capacity.

(17) Adopter agrees to reimburse Cats in the Cradle Rescue for any and all legal fees and court costs it incurs in enforcing the terms and conditions of this agreement.

(18) Adopter fully and completely releases Cats in the Cradle Rescue and its Affiliates from any claim, cause of action, demand or liability for any defects or illnesses this cat may have or develop and to indemnify and hold Cats in the Cradle Rescue and its Affiliates harmless against all claims, causes of action, demands or liability, including, but not limited to, those asserted by third persons, now and in the future, for any injury, death, or damage to persons, animals, or property caused or alleged to be caused by this cat.

(19) No modification to this agreement shall be effective unless in writing signed by the Adopter and authorized representative of Cats in the Cradle Rescue.

(20) Adopter certifies that all statements in the Adoption Application attached hereto are true and that the Adoption Application shall be made a part of this Adoption Agreement. If Cats in the Cradle Rescue determines that the Adoption Application contains any false or misleading statement, Cats in the Cradle Rescue shall have the right to terminate the adoption at any time, reclaim the cat, and exercise all of the rights and remedies provided in this Adoption Agreement for breaches of the agreement and allowed at law or in equity.

(21) This agreement shall be governed by the laws of the State of New York.

(22) In the event that any term, provision or paragraph of this agreement is or is declared illegal, void or unenforceable, this shall not affect or impair the other terms, provisions, or paragraphs of this agreement. The doctrine of severability shall be applied.

(23) Adopter acknowledges that in the event Cats in the Cradle Rescue reclaims possession of the cat for any reason, Adopter will have no right to, and will not request, (i) a refund of the adoption fee; and/or (ii) reimbursement, indemnity, or compensation for (a) any damages to person, animal, or property, (b) any costs or expenses associated with caring for the cat while the Adopter was responsible for the cat, (c) any attorney's fees, legal costs, or other fees incurred directly or indirectly as a result of ownership and care of the cat. Cats in the Cradle Rescue may exercise all of the rights and remedies provided in the agreement and allowed at law or in equity.

(24) Adopter agrees to pay Cats in the Cradle Rescue the sum of \$1,000 as liquidated damages in the event the

terms of the agreement are breached. Adopter agrees that in addition to the collection of such liquidated damages, Cats in the Cradle Rescue shall retain all of the other remedies, including, but not limited to, the inspection and reclaiming of the cat, provided for in the agreement and allowed at law or in equity.

(25) I understand that this agreement shall be binding upon my agents, heirs, executors, administrators and personal representatives.

I have read and received a copy of this Adoption Agreement and fully understand it and agree to be bound by its terms.

Adopter's Signature _____ phone# _____

Adopter's Name (print) _____ Date: _____

E-mail address _____

Signature of Authorized Representative of Cats in the Cradle Rescue and Witness to Adopter's

Signature _____

To be completed by rescue

Name of cat: _____ ACC ID _____

Adoption fee received: Amt _____ Paid by (if by check include #) _____

Rescuer signature _____ Date _____