

## **DUETTE ANIMAL RESCUE TEAM, INC.**



E-Mail: Info@DuetteAnimalRescue.org

Website: www.DuetteAnimalRescue.org

	Δ	DOP	ΓΙΟΝ	APPLI	CATO	N AND	CONT	RACT			
Print Full Name:					_ Driver's License #:						State:
Address:						_ City:				_ Zip:	
E-Mail:					Home Phone:				Cell Phone:		
Emergency Contact 1:					_ Phone:			Email:			
Emergency Contact 2:											
How many adults											
Has anyone living	in the home beer	previous	sly diag	nosed as a	allergic to	pets? 🗖 C	Cats 🗖 Do	gs 🗖 O	ther:		
Are you currently	employed?   No	□ Yes	Curre	ent employ	er:						
If not employed, h	ow will you provid	e for you	r Adopt	ed Pet? _							
Do you live in a	☐ House ☐ Tow	nhouse	□ Con	do 🗖 Apa	artment [	3 Mobile Ho	ome 🗖 Ot	her:			
If you live in a dee or management co											
Current pets living	in your home:										
Type of Animal	Breed	Sex	Age	Vaccines	Current	Spayed/l	Neutered	Flea/Ti	ck/Deworm	Indoor	/Outdoor
May we contact your All adoptable pets for adoption only hadopter to register If any point the Adadoption Contract	at DART come funcealthy, even-tem or the Adopted Pet lopter feels it nece	lly vetted pered per s microcl	, steriliz s. No o nip, as v	zed, tested other claim well as pro	I for diseas ns are mad ovide and r	ses, vaccina de about the maintain cu	ated, and n e Adopted l rrent conta	nicrochipp Pet by DA ct informa	ped. Every e ART. It is the	effort is ma e responsi egistry an	ade to offer bility of the d to DART.
			ADO	PTED I	PET IN	FORMA <sup>*</sup>	TION				
Pet's Name:			Se	ex:	Color/D	escription:_			🗖 DS	H □ DM	H 🗖 DLH
DOB/Approximate Age: Microchip #:						Rabies Tag #:					
Declawed? ☐ Fr	ont 🗖 Rear Dis	stinguishi	ng Cha	racteristics	3:						
☐ Spayed ☐ Ne	utered Date of s	urgery: _			If cat, Fe	eLV: 🗖 Po	sitive 🗖 N	Negative	FIV: 🗖 F	Positive (	☐ Negative
Initial Vaccinations	s (names and date	es admin	stered)	:							
Deworming Medic											
Flea and Tick Med	lication (names a	nd dates	adminis	stered): _							
Other Medications											
PREFERRED FOOD:  Wet Food  Dry Food  Special Diet  Affectiona		ed	☐ Lik ☐ Lik	ERENCE tes to cudo tes to be p tes to be g	e Gets along with tetted Gets along with			dogs			
OTHER:											

Duette Animal Rescue Team, Inc, a Florida nonprofit corporation (herein referred to as "DART") and the undersigned ("Adopter", "I", "me", "my", or "they"), agree to adopt a pet ("Adopted Pet") in consideration of the terms, conditions and mutual promises set forth in this Adoption Contract ("Contract") and other goods and valuable consideration, intending to be legally bound by this Adoption Contract, agree to the following terms and conditions:

- 2. CARE OF ADOPTED PET: Adopter agrees to follow all instructions provided by DART regarding the Adopted Pet. Adopter agrees that the Adopted Pet is to be quarantined in an enclosed space away from young children, guests, and other pets and animals for a time period specified by DART. Adopted Pet must be treated by Adopter as a domestic family pet who will be kept solely indoors at all times. Adopter agrees not to let this Adopted Pet roam freely outside their home under any circumstances. DART does not condone the declawing of pets and will not foster to an individual or family who plans to declaw its Adopted Pet; therefore, Adopter agrees that the Adopted Pet will not be declawed. Adopter agrees to be personally responsible for the humane care and treatment of this Adopted Pet and to provide it with a clean and safe environment, well-balanced diet, fresh food and water, appropriate veterinary care, enrichment toys, socialization, and affection. Adopter agrees that the Adopted Pet will not be used for medical, experimental, fighting, hunting, sport/gambling activities, and will abide by all city, county, and state animal control ordinances, and that only positive reinforcement will be utilized in order to redirect any undesirable behavior exhibited by the Adopted Pet.
- 3. <u>VETERINARY CARE:</u> Adopter agrees to provide the Adopted Pet with all necessary veterinary care including, but not limited to, all required vaccinations, licensing as required by their county, necessary medications, flea/tick treatment, and annual physical examinations. Adopter agrees to obtain immediate veterinary care should the Adopted Pet become sick and/or injured, and to take full responsibility for all veterinary expenses.
- 4. NO REPRESENTATONS; NO LIABILITY: Adopter understands that DART does not guarantee the health, temperament, or behavior of the Adopted Pet described herein, and hereby agrees to hold DART, its volunteers, employees, officers and agents, harmless as well as indemnify DART from any and all losses, fines, claims, or damages including court costs and attorney's fees, arising out of or related to Adopter's possession of the Adopted Pet, including any claim for any injury or damage to persons or property caused by the Adopted Pet.
- 5. CHANGE OF ADDRESS AND/OR CONTACT INFORMATION: Adopter will immediately notify DART and the microchip registry within two weeks of any changes to their address, phone number, e-mail address, emergency contacts, and/or any other contact information Adopter has provided DART, so that all records can be updated and properly maintained.
- 6. LIQUIDATED DAMAGES; ATTORNEY FEES: Adopter certifies that all of the information provided herein is true and correct. Adopter agrees to immediately relinquish and surrender ownership of the Adopted Pet to DART upon demand in the event that: 1) any statements made by Adopter are found to be false; and 2) fails to comply with the terms and conditions of this Contract. Adopter agrees that any injury, illness, disease, harm, or death to Adopted Pet directly caused by negligence, abuse, or harm by any human or other animal while in Adopter's care is the sole financial responsibility of the Adopter. Adopter further agrees to pay all liquidated damages in the amount of FIFTY DOLLARS (\$50.00) per day, for every day that Adopter fails to comply with the terms of this Contract, or fails to willingly surrender the Adopted Pet at the time the incident has become known to DART. Adopter also agrees to pay all costs including, but not limited to, all court costs, attorney fees, Adopted Pet recovery fees, and all medical bills to restore the Adopted Pet's health back to adoptable status, if DART must take action against Adopter, their representatives, or agents to enforce this Contract. Venue for any dispute shall be within Manatee County, Florida, the county in which DART resides.
- 7. **SUPERIOR TITLE:** It is agreed that DART shall retain superior title of said Adopted Pet, limited to and for the express purpose of assuring the Adopted Pet's well-being, and shall only exercise its superior claim in the event it appears to DART, in its sole judgement, that the above conditions are not met, or the proper and humane care as specified in the above provisions are not being afforded to the Adopted Pet, in which case DART reserves the right to reclaim possession of the Adopted Pet upon demand.
- 8. <u>ADOPTER'S AGENT:</u> Adopter authorizes any animal care or control agency to release the Adopted Pet to a DART representative, hereby designated as Agent for the Adopter. If the Adopted Pet is found at large, or is brought into a sheltering facility for any reason, Adopter understands and agrees that any Adopted Pet reclaimed by DART shall become and remain the sole property of DART, and Adopter hereby relinquishes any further claims, rights, or interest that Adopter may have in and to the reclaimed Adopted Pet.
- 9. HOME VISITS: Adopter gives DART the right to visit the Adopted Pet in their home upon request by DART to ensure the terms and conditions of this Contract are met.
- 10. <u>SURROGATE CARE:</u> Adopter agrees not to leave the Adopted Pet alone in their home if away for an extended period of time, and will provide the Adopted Pet with appropriate temporary care including but not limited to a responsible in-home pet caregiver, reputable licensed boarding facility, etc. Adopter also agrees to ensure the safety and well-being of the Adopted Pet during natural disasters and/or evacuations. Adopter agrees to provide family, friends, and/or caregivers DART's contact information and a copy of the Adopted Pet's records so that they can contact DART immediately if Adopter is no longer able to care for the Adopted Pet, moved into an assisted living or nursing home, become hospitalized, incapacitated, or has passed away.
- 11. <u>RETURN POLICY/FIRST RIGHT OF REFUSAL:</u> Adopter agrees to have DART contacted first rather than abandon, sell, transfer ownership, or take the Adopted Pet to a shelter in the event that they can no longer care for it. Adopters further agree that DART has the first right of refusal to regain possession of the Adopted Pet. Adopter understands that DART will attempt to find a foster home and care for the Adopted Pet until another suitable home is found.
- 12. NOTIFICATION OF LOSS OR DEATH OF ADOPTED PET: Adopter agrees to notify DART if the Adopted Pet becomes lost or has passed away. If the Adopted Pet is lost, Adopter agrees to immediately notify DART, their veterinarian, microchip registry, rescues and local shelters. Adopter also agrees to post flyers within their community and provide information on appropriate lost/found pet social media sites and apps, such as Facebook, PawBoost, Nextdoor.com, Neighbors (Ring Doorbell), etc.

This Adoption Contract is intended to be a complete statement of the understanding between DART and Adopter and may not be modified except in writing and re-signed by both parties. The parties to this Adoption Contract agree that the representations, warranties, covenants, statements and agreements contained herein shall survive the closing. DART has the right to refuse adoption to anyone. I have read, understood, and received a copy of, and agree to abide by ALL of the terms and conditions of this Adoption Contract.

Adopter's Printed Name:	Signature:	Date:
DART Representative:	Signature:	Date: