



**Georgia Animal Rescue & Defence, Inc. (GARD)**  
100 Dichroic Dragon Dr., Pembroke, GA 31321 912-653-2480

### ***CONDITIONAL ADOPTION AGREEMENT***

This Conditional Adoption Agreement (Agreement) made by and between Georgia Animal Rescue and Defence, Inc. (GARD) and the Adopter identified in section 17:

Whereas, GARD is a non-profit animal rescue agency specializing in placing neglected, abused, unwanted and/or abandoned domestic animals, mainly dogs and cats, in permanent homes. These animals come into the possession of GARD through various means including but not limited to surrender, and “pulling” animals slated to be euthanized in other animal shelters;

Whereas, these animals are the legal property of GARD;

Whereas, Adopter is desirous of adopting one of GARD’s animals so as to provide the animal with a “forever home”<sup>1</sup>; and,

Whereas, GARD is relying on Adopter’s representations that Adopter will provide a forever home in entering into this Agreement.

**NOW, THEREFORE**, for and in consideration of the above-stated premises, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises and undertakings of the parties as are hereinafter set forth, GARD and Adopter do agree as follows, on behalf of themselves and their personal representatives, next of kin, heirs and assigns;

1. *Description of the animal to be adopted*

See section 17.

2. *Adopter Acknowledgement and Hold Harmless.*

Adopter acknowledges and understands that the temperament, pedigree, and health of Adopted Pet may not be fully known, and does hereby assume full responsibility for any and all actions of, and for any personal injuries and/or damages that may be caused hereafter by or to Adopted Pet, and hereby remises, releases and forever discharges GARD from any claim, loss or liability whatsoever arising from or relating in any way to Adopted Pet.

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<sup>1</sup> A “forever home” is the usual abode of The Adopter and that the animal will never be placed up for adoption or given to a third party.

Adopter agrees to indemnify and hold harmless GARD from and against all claims, damages losses, fees or costs arising from or relating to Adopted Pet, including claims for personal injuries or damages caused by the Adopted Pet.

3. *Warranties by Adopter.*

Adopter makes no warranty, expressed or implied, regarding Adopted Pet or the health, condition, age, pedigree, personality or temperament of Adopted Pet. GARD makes the best effort it can, under the facts and circumstances of how GARD came into possession of the animal, to provide the best information based on what GARD actually knows to make the adoption process smooth and easy, but nothing can be guaranteed with an Adopted Pet. Unhappy Adopted Pets can cause problems in any home so please keep GARD informed at all times if there are problems. GARD does not endorse or recommend any particular animal trainers or pet behavioral workers.

4. *Adopter's Standard of Care for Adopted Pet.*

GARD's standard operating procedures are to not put Adopter in touch with the previous pet parent so please do not ask as GARD has privacy issues that need to be honored, and, in the majority of cases, GARD does not know who the previous owner was. GARD will make best efforts to give Adopter the entire medical and background information that GARD has on Adopted Pet. However, Adopter understands and acknowledges that many of the animals in the possession of GARD do not come with health information or any other background information. Therefore, GARD cannot make any explicit or implicit warranties or representations as to the health and temperament of Adopted Pet. Adopted Pet is being adopted "as is"/"where is" and Adopter assumes all responsibility for treatment of any and all existing conditions, or any other conditions of physical or temperament changes that may occur. Adopter shall provide Adopted Pet with the basic vaccines and other medical needs as applicable on an annual basis after adoption.

***Adopter understands and acknowledges that GARD has no liability for the current or future health and/or temperament. Adopter understands and acknowledges that any information that GARD may have on the Adopted Pet may be based solely on what GARD has observed since Adopted Pet has been in the possession of GARD. GARD is not liable for anything relating to Adopted Pet after this contract is executed and possession of Adopted Pet is transferred to Adopter.***

Adopter shall provide a secure fenced yard for Adopted Pet, proper grooming, nutrition, exercise, and necessary veterinary care for Adopted Pet. Once Adopter takes Adopted Pet from GARD's possession ("Date of Possession"), Adopter is fully responsible for all vet bills associated with the Adopted Pet.

The Adopter further agrees that Adopted Pet shall be a house pet, allowed to sleep indoors and protected from inclement or adverse conditions and shall not be kept in a yard except during daytime hours. Adopted Pet will not be allowed to roam free or

unsupervised. Adopted Pet will never be chained or tethered. The Adopter shall treat Adopted Pet as a household pet, and never use Adopted Pet as an aggressive "guard animal" or for any form of animal fighting or any other "sport" in which one animal is pitted against another, including hunting of any kind. Adopted Pet shall not be transported unsecured, in an open area of any truck or utility vehicle.

The Adopter shall comply with any and all local, county and state regulations and laws relating to the ownership, care, feeding and sheltering of Adopted Pet, and shall at all times maintain a current license for Adopted Pet.

GARD hereby advises that The Adopter should have Adopted Pet examined by a licensed veterinarian as soon as practicable after the Date of Possession to ascertain Adopted Pet's health and condition. If Adopter chooses to not have Adopted Pet seen by a licensed vet, then, Adopter shall do so at their own risk. This failure to have a veterinarian examination shall constitute an admission by Adopter that Adopted Pet is perfectly healthy at the adoption. The Adopter shall have Adopted Pet examined by a licensed veterinarian not less than yearly thereafter and keep all vaccinations current and administered medicines preventatives as required by the veterinarian.

In the case of illness or injury, Adopter shall seek prompt veterinary care for Adopted Pet for the remainder of Adopted Pet's lifetime. ***If Adopter can not afford vet bills on this new Adopted Pet, then do not adopt one of GARD's rescued animals.***

5. *Adopter's Responsibility to Spay/Neuter.*

If Adopted Pet has not been sterilized prior to this adoption, The Adopter SHALL have the Adopted Pet spayed or neutered upon the reaching of its sexual maturity. A spay/neuter fee is included in the adoption fee. Adopter must make arrangements with GARD to arrange for this procedure to be done. However, Adopter may use any other service to complete this procedure at Adopter's expense. GARD makes every effort to ensure that it does not let an unaltered Adopted Pet leave the shelter; however, GARD will allow an unaltered animal leave its possession when GARD determines at its sole discretion, that it is in the best interest of the Adopted Pet to be adopted in an unaltered condition. In the instance where the Adopted Pet is unaltered, Adopter hereby warrants, represents and agrees that the Adopted Pet will not be bred, whether accidental or intentional, prior to being sterilized.

If The Adopter uses the services of Adopter's veterinarian for sterilization, then The Adopter will pay that vet bill IN ADDITION to the adoption fee to GARD and GARD has the right to contact The Adopter's vet's office to confirm Adopted Pet is/was sterilized. Adopter hereby agrees to notify GARD of the date, time and veterinary clinic of the procedure.

6. *Previous Use of the Adopted Pet.*

The Adopter hereby understands that said Adopted Pet may have been utilized in breeding and/or showing activities by its previous owners prior to acquisition by GARD and the execution of this agreement, and that The Adopter shall have no residual rights with respect to any of said Adopted Pet's produce/get or showing activities.

7. *Relocation by Adopter.*

The Adopter agrees to notify GARD in writing in the event that The Adopter plans to relocate to a different place of residence than disclosed in this Contract, within six (6) days of Date of Possession, and agrees to provide GARD with a forwarding address within two weeks of moving to the new address.

8. *Facility Inspection.*

The Adopter agrees to permit GARD, upon reasonable notice and at reasonably convenient times to visit The Adopter's home, or such facility wherein Adopted Pet is housed, for the purpose of verifying that Adopted Pet is in healthy condition, and in compliance with all of the terms and conditions of this Agreement.

9. *Adopter's Failure to Comply.*

In the event The Adopter does not comply with the terms of this agreement, or Adopted Pet is abused or neglected, in the reasonable opinion of GARD, GARD may revoke the adoption and recover Adopted Pet. Promptly upon demand by GARD, The Adopter shall surrender Adopted Pet to GARD. If The Adopter refuses to promptly return the Adopted Pet for The Adopter's failure to comply with his/her/their obligations and duties to the Adopted Pet, then, GARD shall file a Replevin Action in a Court of competent jurisdiction seeking a judicial order for The Adopter to return the Adopted Pet to GARD. If legal action is instituted, Adopter hereby consents to the jurisdiction of Chatham County, Georgia and waives all defenses as to jurisdiction and venue. Further, if GARD prevails in any legal action against Adopter, then, Adopter shall be liable for all costs of litigation including but not limited to filing fees, cost of service, copies, postage, faxes and legal fees in a sum not less than \$750.00.

10. *Transferability of the Adopted Pet.*

The Adopter may not abandon, give away, gift, sell, transfer to a shelter or otherwise transfer Adopted Pet, and shall notify GARD immediately at any time Adopter determines that Adopter no longer wants to, or no longer can, keep Adopted Pet, so GARD can take Adopted Pet back or arrange another adoption. In the event that The Adopter for any reason is unable to provide a home for Adopted Pet, Adopted Pet must be returned to GARD, at The Adopter's expense. This Adopted Pet is NEVER to be given away for any reason to any one else, but returned to the GARD and our rescue for another home placement. If The Adopter can not keep this Adopted Pet for what ever reason, then the Adopted Pet is to be promptly surrendered to GARD and delivered to GARD at Adopter's expense. If this Adopted Pet has been given away GARD has the

right to seize the transferred Adopted Pet when spotted as per this contract so selling or giving away, etc., of this Adopted Pet will not be tolerated and is strictly prohibited. Also, Adopted Pet may not be euthanized except in the case of Adopted Pet's terminal illness or injury, or old age accompanied by pain and suffering and with the concurring opinion of a licensed veterinarian. A licensed veterinarian or veterinarian technician in a private clinic or hospital must perform the euthanasia. GARD must be informed of a change in Adopted Pet's health that would incur euthanasia.

#### *11. Adoption Fee.*

GARD requires an adoption fee for the adoption of Adopted Pet of cash, check, money order or cashier's checks, or via credit card online. ***This adoption fee is non-refundable.*** If for any reason, except injury or illness incurred in The Adopter's care and in that case Adopted Pet must be taken to a licensed vet and then notify GARD immediately, Adopter deems that the Adopted Pet will not be able to be successfully incorporated into Adopter's household, then, Adopter shall by the close of business, 5:00 pm, on the seventh day after the Date of Possession, return Adopted Pet to GARD, in the same condition as the Adopted Pet was delivered to Adopter, at Adopter's expense, GARD will make its best efforts to provide Adopter with a comparable animal to Adopted Pet; provided, however, that Adopter has advised GARD of his/her intention to surrender the Adopted Pet so that suitable arrangements can be made for GARD to take possession of the Adopted Pet. ***However, the adoption fee is non-refundable at the moment the adoption contract is signed.***

During the period that the Adopted Pet is in possession of Adopter, Adopter is responsible for all vet bills for this Adopted Pet. GARD does not adopt out any obviously or seemingly unhealthy animals to potential Adopters.

The Adopter is expected to be in constant contact with GARD via email or phone messages to let GARD know if the adoption is going well or not. Based upon past experience, GARD has found that Adopters usually know within seven days if this new Adopted Pet will work in their home. Like any adoption there could be problems, but GARD cannot help The Adopter if they do not keep GARD informed to make the adoption go smoothly.

The Adopter agrees to take Adopted Pet to a vet for any injury, illness or sickness immediately while Adopted Pet is left in their care. No refunds will be made for any costs incurred by The Adopter during any time Adopter has possession of the Adopted Pet, i.e., food, shots, bowls, beds, leash/collar, vet bills, etc.

If Adopter chooses to surrender Adopted Pet, as set forth herein, the adoption fee will NOT be refunded nor will any of their expenses be reimbursed. Adopter will be expected to produce all current health records on Adopted Pet at time of surrender. Please inform GARD immediately if Adopted Pet is causing problems so that GARD can provide Adopter training advice or meet with The Adopter again so that it can be

determined that the placement is a happy and permanent home for The Adopter and Adopted Pet.

*12. Limitation of Liability.*

GARD's liability is limited to the terms and conditions of this Contract. Adopter understands and acknowledges that GARD has no further responsibility for Adopted Pet once this contract is fully executed by the parties and Adopted Pet is delivered to Adopter. Adopter understands and acknowledges that he/she/they are not relying on any representations made by GARD to adopt Adopted Pet. Adopter is adopting Adopted Pet under his/her/their own free will and volition and without threat of force or duress and without the promise of reward.

*13. Time is of the Essence.*

Time is of the essence of this Contract.

*14. Bill of Sale.*

This Contract, or a copy thereof, shall serve as The Adopter's proof of ownership of the Adopted Pet and that possession of the Adopted Pet has been legally transferred to Adopter.

*15. Enforcement of this Contract.*

Should it become necessary for GARD to take legal action to enforce its rights hereunder or to recover an adopted dog, Adopter hereby consents to the jurisdiction of Chatham County, Georgia and waives all defenses as to jurisdiction and venue. Further, if GARD prevails in any legal action against Adopter, then, Adopter shall be liable for all costs of litigation including but not limited to filing fees, cost of service, copies, postage, faxes and legal fees in a sum not less than \$750.00.

*16. Miscellaneous.*

- A. This Agreement should be governed by and construed in accordance with the laws of the State of Georgia.
- B. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument.
- C. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against

the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

- D. This Agreement is the entire agreement between the parties and may not be changed or modified except by a writing signed by both parties. In the event that any part of this Agreement is determined to be invalid, the rest of the agreement shall remain in full force and effect. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators and assigns.

This Agreement supersedes all prior discussions and agreements between Adopter and GARD and all other matters contained herein and constitute the sole and entire agreement between Adopter and GARD with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Adopter and GARD.

**17. Adopter's Agreement and Acknowledgement.**

**CONDITIONAL ADOPTION AGREEMENT**

This Conditional Adoption Agreement (Agreement) made this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between Georgia Animal Rescue and Defence, Inc. (GARD) and \_\_\_\_\_ (Adopter):

*Description of Animal to be Adopted.*

GARD's Name: \_\_\_\_\_ (hereinafter "Adopted Pet")

Breed: \_\_\_\_\_<sup>2</sup>

Sex: Male/Female Color: \_\_\_\_\_

Coat Type: \_\_\_\_\_ Unusual Markings \_\_\_\_\_

Sterilized: Yes \_\_\_ No \_\_\_ (approximate date to complete \_\_\_\_\_)

Miscellaneous: \_\_\_\_\_

NON-REFUNDABLE Adoption Fee: \_\_\_\_\_

Adopter vet's name & phone number \_\_\_\_\_

**(Please read and initial)**

- \_\_\_\_\_ **I agree that the Adopted Pet is being adopted for myself and will not be sold, adopted or given to another party.**
- \_\_\_\_\_ **I agree that the Adopted Pet will not be allowed outdoors without proper supervision, unless the Adopted Pet is in a secure fenced in area. When taking my Adopted Pet outdoors not within a secure fenced in area, Adopted Pet will be on a secure leash and wear proper ID.**
- \_\_\_\_\_ **(If adopting a cat) I agree that I will not declaw the cat.**
- \_\_\_\_\_ **(If adopting a dog) I agree that this dog is to be a companion animal, not a guard dog. The dog will live primarily inside my home, not outdoors.**

<sup>2</sup> GARD makes no warranties or representations as the breed or mix of breeds of the animal. GARD, its employees, agents, representatives and/or volunteers are not trained in veterinary medicine. Therefore, the type of breed as represented by GARD is an approximation based upon the physical characteristics of the animal.

