



Georgia Animal Rescue and Defence, Inc. (GARD)

100 Dichroic Dragon Drive, Pembroke GA 31321

912-271-4749

www.gardonline.org

SLEEP OVER AGREEMENT

Whereas, _____ (“Agent”) has expressed interest in adopting _____, a canine/feline, which is the property of Georgia Animal Rescue and Defence, Inc. (“GARD”);

Whereas, Agent is reluctant to officially adopt _____ (“Pet”) due to the uncertainty if Pet will be successfully assimilated into Agent’s family lifestyle;

Whereas, Agent would like an opportunity to temporarily take possession of Pet to determine the likelihood that Pet can be assimilated into Agent’s home and lifestyle; and

Whereas, GARD is desirous that Pet be successfully adopted into a “forever” home and not be brought back into the rescue system has agreed to allow Agent to have temporary possession of Pet.

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, Agent and GARD do agree as follows, on behalf of themselves and their personal representatives, next of kin, heirs and assigns;

- 1) Agent is allowed to take temporary possession of Pet from _____ on _____ and ending at _____ on _____, at which time Agent shall have caused to deliver Pet to GARD at the above stated address.
- 2) Agent understands and acknowledges that no title or any indicia of ownership shall pass to Agent through this Agreement.
- 3) Agent accepts Pet in his/her/its present condition. GARD has disclosed all information that GARD may reasonably know about the temperament and personality of Pet. However, GARD cannot be the ultimate insurer of any and all actions exhibited by Pet. Agent accepts the risk of any loss, damage or injury caused by Pet while Pet is in the temporary possession of Agent. Moreover, Agent shall indemnify and hold harmless GARD from any liability or claim for damages arising out or during Agent’s temporary possession of Pet.
- 4) Agent will be fully responsible for any and all expenses incurred by Agent in the course of the care of the Pet except for emergency medical treatment as discussed below. This paragraph pertains to Pet accessories, i.e., collars, leashes, etc., toys, food or treats. Any of these things that are purchased by Agent are the sole property of Agent and GARD will not reimburse for these expenses.
- 5) Should a condition or emergency arise, which pose significant risk of injury to life or limb of Pet, then, Agent shall immediately contact GARD at 912-271-4749 or 912-704-0920, or Jet and Victor J. Tetreault at 912-661-2066 or 912-234-5106. Once contact is made, Agent shall then transport Pet, at Agent’s expense, to the nearest

GARD approved medical facility. A list of approved facilities is attached hereto as Exhibit A and made a part hereof.

- a) Pursuant to this paragraph, Agent is hereby empowered to present Pet for emergency treatment at the approved GARD facility and to authorize a course of reasonable treatment as recommend by the treating personnel.
 - b) GARD has already established the maximum cost of treatment that facility may provide without additional authority from GARD. Agent cannot authorize any additional treatment. Agent shall be responsible for the cost of any treatment over and above the pre-authorized maximum unless GARD has approved the excess costs with the facility.
 - c) This authorization shall be limited to only those circumstances which would be classified as an emergency in that such circumstances would pose significant threat to life or limb of Pet.
 - d) Any other medical treatment that Agent contracts for Pet shall be at the sole expense of Agent. Agent is not authorized to present Pet to any veterinary or practitioner of animal husbandry for any medical treatment unless pursuant to this Agreement.
 - e) At GARD's discretion, GARD, at Agent's request, may authorize medical treatment provided that the cost of such treatment is within the parameters as set by GARD and such treatment is administered at one of GARD's approved facilities.
- 6) At the time Agent takes temporary possession of Pet, Agent has been provided the following personal property _____ which shall be returned with Pet when Pet is delivered back to GARD.
 - 7) Should Agent wish to return Pet, then, suitable arrangements shall be made between Agent and Pet within twenty four (24) hours of notice to GARD. Agent does have the option to return Pet to GARD at the shelter between normal operating hours.
 - 8) Agent shall take all reasonable precautions to ensure the safety and well being of Pet while Pet is in the temporary possession of Agent. Agent shall take all reasonable steps to ensure that Pet is well taken care of in a safe and secure environment.
 - 9) Should Agent fail to return Pet on the date and time indicate, then, GARD may take all steps to obtain possession of Pet included but not limited to filing a civil lawsuit for return of Pet. Should GARD initiate legal action to obtain possession of Pet, then, Agent shall be liable for all court costs and payment of attorney's fees which shall at a minimum be \$750.00.

So Agreed to this _____ day of _____, _____.

Agent (L.S.)

GARD Representative

Exhibit A – List of Approved Veterinary Facilities

1. Hampton Animal Hospital, 1147 Elm Street, Hampton SC 29924, 803-943-4887
2. Sandersville Veterinary Clinic, 507 Industrial Drive, Sandersville GA 31082,
478-552-0016