

# Kattered Tails

## CAT ADOPTION AGREEMENT

PO Box 7758, Chandler AZ 85246



I, \_\_\_\_\_ (“Adopter”) residing at, \_\_\_\_\_, have adopted, \_\_\_\_\_ from Kattered Tails 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 FIV/Felv (or Mother tested) 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.
- (4) 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.
- (5) Adopter will provide proper food, water and shelter at all times, and humane protection from other animals and people.
- (6) Adopter will abide by all laws and ordinances concerning the humane treatment of animals.
- (7) Adopter certifies that he/she has never:
  1. (1) been subject to legal action or investigation for cruelty to or neglect of animals or for domestic violence; and/or
  2. (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.
- (8) Adopter will obtain routine veterinary care for this cat, including but not limited to, annual veterinary examinations. At the Adopter’s own expense.
- (9) Adopter will seek immediate veterinary treatment for this cat in the event of sickness or injury, all at the Adopter’s own expense.
- (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 KATTERED TAILS. IN THE EVENT KATTERED TAILS DOES NOT GIVE SUCH APPROVAL, KATTERED TAILS SHALL HAVE THE RIGHT TO RECLAIM THIS CAT AND THE ADOPTER SHALL MAKE ARRANGEMENTS FOR THE ANIMAL’S RETURN TO KATTERED TAILS.
- (11) Adopter will return the cat to KATTERED TAILS 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 KATTERED TAILS for any reason, Adopter will at no time assert any claim or demand against KATTERED TAILS or its Affiliates for any charges which may have been incurred by Adopter or any other person in connection with this:

**(Continued on back, Sign on back)**

(12) Adopter understands and agrees that:

1. (a) he/she is adopting the cat "as is";
2. (b) KATTERED TAILS does not guarantee the health, training, or temperament of the cats that it places for adoption;
3. (c) neither KATTERED TAILS 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;
4. (d) Adopter has not been induced to enter into this agreement by the statements of KATTERED TAILS or any of its Affiliates; and
5. (e) KATTERED TAILS and its Affiliates expressly disclaim any implied or express warranties of merchantability or fitness for any particular purpose with respect to this cat.

(12) No modification to this agreement shall be effective unless in writing signed by the Adopter and authorized representative of KATTERED TAILS.

(23) 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 KATTERED TAILS determines that the Adoption Application contains any false or misleading statement, KATTERED TAILS 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

(14) Adopter agrees that if KATTERED TAILS 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 KATTERED TAILS upon the demand of KATTERED TAILS.

(15) Adopter fully and completely releases KATTERED TAILS 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 KATTERED TAILS 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. (16) No modification to this agreement shall be effective unless in writing signed by the Adopter and authorized representative of Kattered Tails.

(27) 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 KATTERED TAILS determines that the Adoption Application contains any false or misleading statement, KATTERED TAILS shall have the right to terminate the adoption at any time, reclaim the cat, and exercise all the rights and remedies provided in this Adoption Agreement for breaches of the agreement and allowed at law or in equity.

(18) This agreement shall be governed by the laws of the State ARIZONA.

(19) 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.

(20) Adopter acknowledges that in the event KATTERED TAILS reclaims possession of the cat for any reason, Adopter will have no right to, and will not request,

1. a refund of the adoption fee; and/or
2. 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. KATTERED TAILS may exercise all of the rights and remedies provided in the agreement and allowed at law or in equity.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_