



## Adoption Contract

This adoption contract (this "Agreement") is entered into by and between Muddy Paws Rescue, Incorporated ("MUDDY PAWS RESCUE") and the Adopter in respect of the aforementioned animal (the "Dog"). The Adopter agrees that the Dog shall be kept only as a domesticated house pet. The animal shall be kept indoors except for periods of exercise in a fenced-in yard, dog run, or on a leash. The animal's appearance shall not be altered (declawing, tail docking, ear cropping), unless deemed medically necessary.

1. Spay/Neuter: If, on the date hereof, the Dog has not been spayed or neutered due to age or for medical reasons, the following provisions of this Section 1 shall apply. The Adopter shall ensure that proper veterinary care is provided to the animal.

1.1. Adopter shall have the animal spayed or neutered by a veterinarian licensed to practice veterinary medicine in the United States (a "Vet") of the Adopter's choosing on or before the date the Dog reaches the age of seven (7) months, unless a licensed veterinarian of the Adopter's choosing, after examining the Dog, provides a written certification presented to MUDDY PAWS RESCUE recommending a temporary or permanent alter waiver for reasons related to the health of the Dog.

1.2. The Adopter shall deposit, in addition to the adoption fee, a sterilization deposit of \$100.00.

1.2.1. The sterilization deposit is refundable to the Adopter if (i) proof of spaying or neutering of the Dog is presented to MUDDY PAWS RESCUE not more than thirty (30) days after the date specified in Section 1.1 above or (ii) the Adopter provides to MUDDY PAWS RESCUE not more than thirty (30) days after the date hereof a Vet's written certification that spaying or neutering would endanger the Dog's life. The sterilization deposit shall be returned to the Adopter no more than fourteen (14) days after the receipt by MUDDY PAWS RESCUE of the proof specified in clause (i) or (ii) above, as applicable.

1.2.2. If the Adopter fails to provide timely proof of neutering/spaying within the time set forth above, the sterilization deposit is forfeited to MUDDY PAWS RESCUE, all rights and ownership of the dog in favor of the Adopter shall automatically terminate and transfer back to MUDDY PAWS RESCUE, and MUDDY PAWS RESCUE will have the right to immediately assume possession of the Dog. The Adopter shall also pay MUDDY PAWS RESCUE \$500.00 in damages if the Adopter fails to provide timely proof of neutering/spaying.

1.3. MUDDY PAWS RESCUE may, but is not obligated to, allow extensions of the time periods upon receipt of a certificate from a Vet certifying that the Dog has a medical condition which prevents him or her from being spayed/neutered within the time period set forth in Section 1.1 above, or that it would otherwise be detrimental to the health of the Dog to be spayed/neutered by such time period. In such a case, the Dog shall be spayed or neutered when the Dog is healthy enough, as certified by a Vet. The Dog shall be spayed or neutered within thirty (30) days of such certification, or the sterilization deposit is forfeited to MUDDY PAWS RESCUE.

2. Release: The Adopter hereby assumes responsibility and ownership of the animal at the Adopter's own risk. The Adopter, and the Adopter's spouse, heirs, executors, personal representatives and assigns, covenant not to bring a claim or suit against, and hereby releases MUDDY PAWS RESCUE or any of its directors, founders, employees, officers, agents, representatives, contractors, volunteers, and/or its successors and assigns (collectively, the "Releasees") from all liability arising from, the adoption or behavior or activities of the Dog. The Adopter understands that this Agreement discharges the Releasees from any liability to the Adopter and the Adopter's spouse, heirs executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption or behavior or activities of the Dog. The Adopter releases MUDDY PAWS RESCUE and discharges the Releasees from any liability for MUDDY PAWS RESCUE's own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Adopter or any third party. The Adopter hereby agrees that MUDDY PAWS RESCUE may use any photograph of the Adopter and the Dog taken by MUDDY PAWS RESCUE or its agents or provided by the Adopter to MUDDY PAWS RESCUE, in promotional materials, consents to MUDDY PAWS RESCUE's use of the Adopter's likeness in such promotional materials, and specifically releases MUDDY PAWS RESCUE from any claim arising out of MUDDY PAWS RESCUE's use of the Adopter's likeness or photographs of the Adopter in such promotional materials; provided, however, that the Adopter may specifically revoke such consent, in part or in whole, at any time upon written notice to MUDDY PAWS RESCUE.

3. Indemnity: The Adopter, and the Adopter's spouse, heirs, executors, personal representatives, and assigns, agree to indemnify and hold the Releasees harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of litigation, that result to anyone else or any other entity because of the Adopter's negligence or liability. This includes lone acts or omissions by the Adopter as well as the combined acts of the Adopter with others.

4. The Adopter expressly agrees that the release and indemnity provisions in Sections 2 and 3 of this Agreement, respectively, are intended to be as broad and inclusive as permitted by law. The Adopter agrees that in the event that any clause or provision of this Agreement shall be held to be illegal, invalid or unenforceable by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement and the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions.

5. The Adopter acknowledges that monetary damages for a breach of this Agreement may be insufficient, and MUDDY PAWS RESCUE may seek specific performance of this Agreement. Furthermore, the Adopter agrees to pay for ALL legal and/or court expenses should this contract be violated and it becomes necessary for MUDDY PAWS RESCUE to pursue legal avenues to repossess the animal or to take ANY legal action for violation of this contract. For legal purposes, the value on the Dog is no less than \$1,000.

6. Adoption Fee: Each of the parties hereto understands and agrees that the adoption fee includes the cost of any spay or neuter procedures, as applicable; provided, that such adoption fee does NOT include the sterilization deposit, if required hereunder.

7. The Adopter will allow MUDDY PAWS RESCUE to make inquiry about and enforce any of the conditions and requirements of this Agreement at any time after adoption.

8. The Adopter represents that all family or household members have agreed to the adoption of the Dog and agrees to ensure that all family or household members will abide by the terms of this Agreement.

9. The Adopter shall not permit the Dog to be outdoors without proper supervision. When taking the Dog outdoors, (s)he will be on a secure harness (or other secure leash or walking device) and wear proper ID. The Adopter agrees that the Dog is to be a companion animal, not a guard or attack dog. Adopter shall cause the Dog to live indoors.

10. The Adopter is able to provide proof that (s)he is twenty-one (21) years of age or older and is a head of household.

11. The Adopter agrees to care for the Dog in a humane manner and be a responsible animal guardian. This includes:

- Freedom from hunger or thirst by ready access to fresh water and a diet to maintain full health and vigour;
- Freedom from discomfort by providing an appropriate environment including shelter and a comfortable resting area;
- Freedom from pain, injury or disease by prevention or rapid diagnosis and treatment;
- Freedom to express (most) normal behavior by providing sufficient space, proper facilities and company of the animal's own kind; and
- Freedom from fear and distress by ensuring conditions and treatment which avoid mental suffering.

12. The Adopter agrees to adopt the Dog voluntarily, with full knowledge of the aforementioned medical and/or behavioral and/or dietary condition(s), and acknowledges that (s)he has had ample opportunity to research and discuss such condition(s). The Adopter hereby assumes and accepts full and complete responsibility for the Dog and its medical and/or behavioral and/or dietary condition(s), as applicable, and will follow up with any and all necessary care, related or unrelated to such condition(s), at the Adopter's own expense.

13. The Adopter represents that neither (s)he nor any member of his/her household has ever been subject to or convicted of any animal welfare law violation such as neglect, cruelty, abandonment, etc. Furthermore, the Adopter represents that neither (s)he nor any member of his/her household has ever owned an animal that has been confiscated by any animal control or humane organization for any violation of state or local animal control regulations or animal adoption agreements. The Adopter shall ensure that the Dog is treated in accordance with all applicable laws, rules and regulations of the United States, the State of New York, and the City of New York.

14. If the Adopter is a tenant, (s)he agrees to provide written permission from the landlord/co-op/building management consenting to the animal adoption as soon as reasonably practicable upon the request of MUDDY PAWS RESCUE.

15. The Adopter agrees that the Dog is being adopted for him or herself, and the Dog shall not be sold, adopted, traded, or given to another party by the Adopter, including as a gift to a friend or family member.

16. If for any reason the Adopter is or may be unable to provide care to the Dog, (s)he agrees to inform MUDDY PAWS RESCUE of the same. Returns will be discussed on a case-by-case basis. Without limiting the foregoing Section 15, the Adopter shall not offer the Dog for sale, give the Dog to any third party, or otherwise transfer ownership of the Dog, or euthanize the Dog for a treatable medical or behavioral issue, without the prior written consent of MUDDY PAWS RESCUE. The Adopter agrees to notify MUDDY PAWS RESCUE in writing of any behavioral, medical, or other problems that have occurred at any time before the Adopter returns the Dog.

17. The Adopter agrees that MUDDY PAWS RESCUE shall have the right of immediate possession of the Dog if, in the judgment of MUDDY PAWS RESCUE, the Dog is receiving inadequate care, is being improperly housed or handled, or has not been spayed or neutered by the date specified in Section 1.1 above.

18. The Adopter hereby declares that (s)he is aware of the following:

- i. Animals are different from human beings in their responses to human actions. The actions of animals are often unpredictable.
- ii. An animal's behavior may change at any time, including after it leaves the shelter and becomes accustomed to a home or other different environment.
- iii. MUDDY PAWS RESCUE makes no representation or warranty as to the history, temperament, health, age, breed, gender, mental disposition or any other quality or characteristic of any animal put up for adoption.

19. The Adopter understands that the adoption fee is non refundable. The Adopter understands that any partial or total refunds of the adoption donation shall be in MUDDY PAWS RESCUE's sole discretion. For the avoidance of doubt, MUDDY PAWS RESCUE shall have no obligation to refund the adoption fee upon repossession of the Dog by MUDDY PAWS RESCUE pursuant to Section 17 above.

20. Confidentiality: This Agreement and any written oral communications between MUDDY PAWS RESCUE and the Adopter in connection with this Agreement or the arrangements contemplated hereunder may not be disclosed to any third party or circulated or referred to publicly without the prior written consent of MUDDY PAWS RESCUE.

21. This Agreement embodies the entire agreement of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Adopter therefrom shall in any event be effective unless the same shall be in writing and signed by Muddy Paws Rescue, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of Muddy Paws Rescue to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

22. Any signature (including any electronic symbol or process attached to, or associated with, this Agreement and adopted by a party hereto with the intent to sign, authenticate or accept such contract or record) hereto or to any other agreement or document related to this Agreement, shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

23. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. Any disputes under this Agreement shall be resolved in the courts of the State of New York sitting in New York County or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, each party hereby accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.