



We Are Animal Guardians

ADOPTION AGREEMENT

This agreement sets forth the terms governing the adoption of the following dog, cat or other domestic animal (the "Pet") by the undersigned (the "Owner") from Weare Animal Guardians, Inc. (W.A.G.), ("WAG"), a non-profit animal adoption organization.

Adopting Owner:

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Description of Pet placed:

Dog: _____ Cat: _____ Other: _____

Name: _____

Age: _____ Sex: _____ Spayed/Neutered: _____

Breed: _____

Coloring: _____

Markings: _____

Medical (Vaccinations): _____

In consideration for the adoption of the Pet by the Owner, receipt of which is hereby acknowledged, the undersigned Owner adopting party, hereby agrees to and acknowledges the terms of this agreement and further represents, warrants and covenants to WAG the following:

1. **Intent of the Parties.** It is the intent of the Owner and WAG, and the Owner hereby accepts the Pet based upon the explicit understanding, that the Pet shall be provided a safe loving environment where the animal will not be subject to cruelty, abuse, neglect, or inhumane living conditions, that the Pet shall be kept and maintained as a household pet where it shall be an integral part of the Owner's family, and that the Pet shall not be restricted to an outdoor chain or lead or kept in a barn, shed, garage, basement or any space that is not occupied by the Owner's family.
2. **Prohibition on Transfer and Cruelty.** The Owner shall not transfer, sell or assign the Pet or cause it to experience cruel or inhumane treatment or living conditions in contravention of the terms of paragraph 1, including but not limited to: performing any act or omission injurious or detrimental to the health, safety or welfare of the Pet; denying care, sustenance, protection or shelter; abandonment; surrender or transfer to another animal shelter, pet dealer or laboratory; or permit the Pet to be used for medical or experimental purposes or any aspect of dog or animal fighting or racing.
3. **Right of First Refusal.** WAG shall have a right of first refusal to resume ownership of the Pet in the event of any transfer by Owner. In the event the Owner desires to transfer the Pet to any party, the Owner shall first notify WAG in writing ten (10) days in advance of such intended transfer. Should WAG neither respond within thirty (30) days from the date of such notice from Owner, nor exercise its right of first refusal, the Owner shall be free to make such transfer of the Pet to the third party.

4. **Veterinary Care and Licensing.** The Owner shall: (a) provide the Pet all necessary medical attention at the Owner's expense, including all vaccinations and regular veterinary care; (b) take all necessary steps to license the Pet under the applicable state, local or municipal law, including said vaccinations; and (c) provide the Pet with the proper identification tags and cause the Pet to wear an collar or other device evidencing licenses, ownership, and vaccination.
5. **Spay or Neuter.** All animals are spayed or neutered prior to adoption.
6. **Transportation.** The Owner shall not:
 - a. transport the Pet, if a cat, unconfined in an open vehicle; or
 - b. transport the Pet, if a dog, in the back of the vehicle on a public way, unless the space is enclosed or has side and tail racks to a height of at least 46 inches extending vertically from the floor as provided by R.S.A. 644:8-f.
7. **Release of Liability.** The Owner hereby understands accepts sole responsibility for the Pet, its actions and well being. The Owner hereby acknowledges that WAG, its board of directors, officer, volunteers or any other of its agents (collectively, "WAG") have not made any representations regarding the Pet, including but not limited to warranties of fitness for a particular purpose or warranties of its health, temperament or behavior. The Owner hereby agrees to waive any claims, complaints, or causes of action whatsoever, whether in law or equity, against WAG and hereby agrees to indemnify and hold harmless WAG for any loss, damage or injury or expense arising in any manner including but not limited to any such action or claim arising from this agreement, the actions of the Pet or Owner, any loss, damage or injury to third parties, or property owned by third parties, including any expenses or liability incurred in defending any action by third parties. This release and indemnification shall apply to the Owner, its heirs executors, beneficiaries or assigns.
8. **Fees Non-refundable.** The Owner hereby agrees and acknowledges that that any adoption fee which may have been paid to WAG in connection with the adoption of the Pet pursuant to this Agreement is not refundable should Owner return the Pet to WAG or if WAG takes possession of the Pet due to a breach of this agreement.

WAG appreciates a minimum donation of:

Dogs: \$100.00 (One Hundred dollars)
Cats: \$50.00 (Fifty dollars)

9. **Miscellaneous.** This agreement is binding on the heirs, executors, successors and assigns of the Owner. This agreement is subject to and shall be interpreted consistently with New Hampshire law.

10. **Disclosure.** Check if not applicable. This disclosure is based only on the information available to WAG and is not meant to be a full and complete disclosure as many times there is either not full disclosure from a former owner or the former owner is not known. The lack of disclosed aggressive behavior does not indicate that an animal, if provoked, will not be aggressive and/or bite.

_____ _____
initialed dated

The undersigned Owner(s) have read and understood the above provisions and do hereby agree to all provisions as evidenced by there signatures:

Owner(s)

_____ Date: _____

_____ Date: _____

Weare Animal Guardians, Inc. (WAG)

By: _____ Date: _____

P.O. Box 572
Weare, NH 03281