



## Cat Adoption Agreement

Bay Area Alliance for Animals  
PO Box 6831 San Carlos, CA 94070  
(650) 868-6500

Cat's name \_\_\_\_\_  
Breed \_\_\_\_\_  
Color and description \_\_\_\_\_  
Gender \_\_\_\_\_ Age \_\_\_\_\_ Spayed \_\_\_\_\_ Neutered \_\_\_\_\_  
Microchip number \_\_\_\_\_  
Medical record given: YES NO

Adopter's  
name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home phone \_\_\_\_\_ Cell phone \_\_\_\_\_  
E-mail \_\_\_\_\_  
City of adoption \_\_\_\_\_  
Location \_\_\_\_\_

The Adopter represents that the information provided in the application process is true and correct to the best of the Adopter's information and belief. Bay Area A4A and the Adopter wish to enter into this Cat Adoption Agreement to provide the adopted cat with a suitable forever home.

- 1. Return Policy** Bay Area A4A has a commitment to all its animals: to care for them for the lifetime of each animal. The Adopter agrees that if he or she is unwilling or unable to care for the cat for its entire lifetime, he or she will contact Bay Area A4A and return the cat to a location specified by Bay Area A4A. The Adopter understands that he or she is responsible for the care of the animal until he or she has delivered it to the proper location, and will do everything within his or her power to safely return the animal.
- 2. Adoption Donation** The Adopter agrees to pay an adoption donation of \$ \_\_\_\_\_ to help defray Bay Area A4A's expenses for food, sheltering, spaying or neutering, vaccinations and veterinary care. Additional donations are welcome.

3. **Identification, Licenses** This cat is microchipped for identification. The Adopter agrees to obtain the proper municipal license if required under local law. The Adopter also agrees to comply with local and state statutes and ordinances.
4. **Veterinary Care** The Adopter agrees to provide the cat with the necessary vaccinations as advised by his or her veterinarian. The Adopter agrees to obtain immediate veterinary care should the cat become sick or injured, and to take full financial responsibility for any veterinary expenses.
5. **Care of the Cat** The Adopter understands that the adopted cat is an indoor pet, and agrees to allow it full access to the home. The Adopter agrees to provide the cat with fresh water, wholesome food, adequate exercise and loving attention.
6. **Declawing** The Adopter agrees NOT to declaw the cat, and understands that declawing is the painful amputation of the first knuckle, which renders the cat defenseless and inflicts unnecessary pain.
7. **No Representations** The Adopter understands that Bay Area A4A does not guarantee or make any warranties or representations regarding the health, temperament, or training of the above described cat.
8. **Seizure and Impoundment of the Cat** If the cat shall, for any reason, be picked up by local law enforcement or animal control, the Adopter will immediately contact Bay Area A4A by phone (650-868-6500) or e-mail (info@bayareaA4A.org) and inform staff that the animal has been picked up and impounded and provide the animal's location. Under no circumstances will the Adopter agree to or allow the euthanasia of the cat prior to informing Bay Area A4A. The Adopter agrees that Bay Area A4A may claim a continuing and superior right to possession of the cat in order to save the cat from euthanasia and in order to give full effect to the intent of paragraphs 1 and 12 of this Agreement.
9. **Release** The Adopter, and for his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against Bay Area Alliance for Animals. The Adopter releases Bay Area A4A and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior or actions of the cat. The Adopter understands that this agreement discharges Bay Area A4A and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and

assigns from any liability to the Adopter and his/her 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 cat. The Adopter releases Bay Area A4A and discharges Bay Area A4A and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for Bay Area A4A'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. The Adopter has read this Release Agreement and fully understands that he/she will relinquish all claims or actions whether now known or discovered in the future against Bay Area Alliance for Animals, its board members, directors, officers, employees, agents, contractors, and volunteers. Adopter is of legal age and legally competent to sign this agreement. Adopter is signing this agreement of his/her own free will without the influence of a Bay Area Alliance for Animals volunteer or staff member. It is expressly understood and agreed that Adopter is hereby waiving and surrendering Adopter's rights pursuant to Section 1542 of the Civil Code of the State of California, which provides as follows: "A general release does not extend to claims which a creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

**10. Indemnity Agreement** The Adopter, and for his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold Bay Area A4A 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.

**11. Audio-Visual Images** The Adopter understands that the activities of Bay Area A4A are potentially of interest to donors, foundations, contributors, government officials and the public at large, and that in connection therewith such activities, including adoptions, may be recorded on film, video or other electronic recording media. The Adopter hereby consents to such recording and to the use by Bay Area A4A of any recorded images or other media recordings of his/her name and likeness for any purpose related to furtherance of the objectives of Bay Area A4A. In particular, the Adopter grants

Bay Area A4A permission to copyright and use, reuse, publish, and republish recorded images or other media recordings, without restriction as to changes or alterations, for art, advertising, trade, or other purpose.

**12. Procedure to Reclaim** Bay Area A4A makes a lifetime commitment to any animal that is adopted out by it. On rare occasions (for example, to avoid unnecessary euthanasia, or to remedy cruelty, mistreatment, abandonment or neglect), Bay Area A4A may have to reclaim the adopted cat. Here is the procedure that will be followed:

Bay Area A4A will notify the Adopter by certified mail, return receipt requested, of the reclamation and ask that the cat be returned. The notice shall state clearly the circumstances under which Bay Area A4A is acting and state a date when the Adopter may meet with agents of Bay Area A4A to discuss the situation. After seven days from the posting of this notice, if the Adopter has not notified Bay Area A4A, or has not accepted the notice, legal action will be taken by Bay Area A4A to retrieve the cat. If the cat is in a situation that may endanger its life, Bay Area A4A may call animal control in the Adopter's locality to recover the cat on behalf of Bay Area A4A.

In the event that either situation occurs, or if for any reason the cat is returned to Bay Area A4A, the Adopter may request a meeting to discuss the matter within 10 days after the cat is reclaimed.

Any decision of Bay Area A4A is final as to whether the cat shall be returned to the Adopter.

**13. Other** The Adopter expressly agrees that the releases and indemnity agreement 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 invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

This agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any disputes under this agreement will be resolved in San Mateo County, California.

The Adopter agrees that he/she is legally competent to enter into this agreement, and this Agreement is binding upon the heirs, assigns, successors, personal representatives and executors of both parties.

\_\_\_\_\_  
Signature of Adopter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent for Bay Area Alliance for Animals

\_\_\_\_\_  
Date

Donation received: \$\_\_\_\_\_