

Animal Adoption Contract

This contract is entered into between the above named individual, hereinafter the “Adopter”, and the Tallahassee-Leon Community Animal Service Center, hereinafter “TLCASC”.

The Adopter agrees to comply with the following:

- 1) **Pay** for and ensure that the animal receives sterilization surgery, vaccinations as proposed by your selected veterinarian, routine physical examinations, and any additional costs for care suggested by the veterinarian and accepted by the adopter.
- 2) If the animal is not **sterilized** prior to taking custody, pay a sterilization deposit of fifty dollars (\$50) for dogs and cats and a deposit of ten dollars (\$10) for rabbits to the TLCASC. In order to comply with State of Florida Statute §823.15, TLCASC requires all Adopters to pay a Sterilization Deposit when the adopted animal is not sterilized prior to the Adopter taking custody of the animal.
 - The adopter shall provide TLCASC proof of sterilization from the veterinarian who performed the surgery.
 - If proof of animal’s sterilization is not presented to TLCASC within **30 days**, the adopter’s deposit shall be forfeited.
- 3) Keep the animal enclosed on adopter’s property and in direct control. The animal will not run at large or become a public nuisance. Additionally, keep the animal **restrained** on a leash when not on the property.
- 4) Ensure that the animal wears **identification** including its rabies tag at all times (applicable to cats and dogs alike), and immediately retrieve the animal from any public or private shelter. In the event the animal becomes lost, make every reasonable effort and attempt to relocate and claim the animal. Report any loss of the animal within twenty-four (24) hours, or death of the animal within seven (7) days to TLCASC.
- 5) **Provide** adequate food, water, shelter, exercise, and veterinary care for the animal in a devoted and humane manner for the duration of the animals’ natural life. Allow TLCASC to investigate and retake possession of the animal if, in the judgment of TLCASC staff, the animal is not being adequately cared for or if the Adopter has failed to comply with any provision of this contract or has misrepresented any facts in the adoption questionnaire.
- 6) Retain **possession** of the animal as a companion and not for commercial or utilitarian purposes. Return the animal to TLCASC if unable to keep the animal, and refuse to sell, trade, give away or abandon the animal.

Animal Adoption Contract Disclaimers:

- *The Adopter understands that the information provided regarding the animal being adopted might have been received by third parties and that the information provided may be educated estimates of unknown facts about the animal, therefore TLCASC does not warrant the accuracy or correctness of such information.*
- *The Adopter hereby indemnifies and saves harmless the City Of Tallahassee, Leon County, and TLCASC, their officials, employees, and volunteers, from all losses, damages, costs, expenses, liability, claims, actions and judgments of any kind whatsoever, including without limitation, attorney's fees and litigation costs, arising out of or caused by any damage or injury inflicted by the animal once the adopter has taken possession.*
- *The Adopter understands that upon taking possession of the animal, he/she assumes all liability for the animal and any injury or damage, which may occur to or because of the animal.*
- *The Adopter understands that he/she is taking possession of the animal from the City Of Tallahassee, pursuant to §5-16, City Of Tallahassee Code of Ordinances, and that the City Of Tallahassee is transferring to the Adopter that interest, which it has in the animal, pursuant to such section.*
- *The Adopter understands that if at any time, while the animal is in the possession of TLCASC and/or a veterinarian whose name is on the participating TLCASC referral list, the animal becomes aggressive or seriously ill or dies, TLCASC staff may void this contract in its entirety and, if applicable, retake possession of the animal.*
- *The Adopter understands that he/she will be responsible for all legal fees and/or court costs incurred by the City Of Tallahassee in an effort to enforce that portion of the Florida Statute §823.15 that requires the sterilization of all animals released from an animal shelter for adoption.*
- *The Adopter understands that TLCASC makes no claims as to the temperament, health or mental disposition of any animal put up for adoption.*
- *The Adopter understands that animals available for adoption are animals with unknown medical histories and, as such, may have been exposed to a variety of disease, including diseases that may be transmitted from animals to humans. These diseases can have an incubation period of up to several weeks, thus the animal may show no signs of illness at the time of adoption. If an adopted animal shows signs of illness, the Adopter is responsible for seeking veterinary care for the animal and is also responsible for all medical expenses. TLCASC does not pay for medical care for an adopted animal.*

My signature as the “Adopter” signifies that I have read, understand and agree to all of the terms of the Tallahassee-Leon Community Animal Service Center’s (TLCASC) Adoption Contract:

_____/_____
ADOPTER / DATE

_____/_____
TLCASC STAFF MEMBER / DATE

*All information concerning this adoption and the animal adopted is subject to C 119, FS
(State Public Records Law)*