



Animal Shelter To Riverbank & Oakdale
P.O. Box 457, Oakdale CA 95361-0457

Adopter: Name: _____ **Animal:** Name: _____
Address: _____ Dog/Cat Breed: _____
City, State, Zip: _____ Description: _____
Phone: _____ Age (approx.) _____ Gender: M F
E-mail: _____ Microchip # _____

Spay/Neuter Information:

_____ The animal has been spayed/neutered at the time of adoption. **-OR-**

_____ The animal has **NOT** been spayed/neutered at the time of adoption and I agree to the following:

_____ I will have the animal spayed/neutered by (date) _____ at (clinic) _____
to be paid for by ASTRO Foundation. **-OR-**

_____ I will have the animal spayed/neutered with a veterinarian of my choosing by (date) _____. It is
my understanding I am personally responsible for any/all costs for, or that arise from, such spay/neuter.

°If for any medical reason the animal cannot be altered by the date above, I agree to submit, to A.S.T.R.O
Foundation Inc., proof from a licensed veterinarian of the circumstances, no later than 10 days after the date given for
alteration above. _____

°I will provide a copy of the veterinarian's certification of the spay/neuter procedure to A.S.T.R.O Foundation Inc.
no later than 10 days after the procedure, either by mail, or email: info@astrofoundation.org. _____

°If I violate this contract, I understand the adoption fees are non-refundable and I have forfeited my right to keep the
animal. I further understand that A.S.T.R.O. Foundation has the right to reclaim the animal and I may be liable for any costs
incurred arising from such reclamation. _____

Adoption fee: \$ _____ Paid by: Cash _____ Check # _____ Cr. Card _____

The undersigned (also identified herein as "Adopter") am at least 18 years of age and do hereby declare that I have read and agree
to the following terms and conditions (both sides of this form), and that I will comply with the same:

Signature of Adopter: _____ Date _____ A.S.T.R.O. Foundation, Inc., Representative _____ Date _____

1. I understand that A.S.T.R.O. Foundation Inc., makes no express or implied warranties, representations or promises as to the age, health, breed, habits, disposition or safety of the pet. I hereby accept the pet “as is” and assume all risks and responsibilities associated with owning and caring for the pet, including, but not limited to: damage to persons, damage to property, or bites. I hereby fully and completely release, indemnify and hold harmless A.S.T.R.O. Foundation Inc., its directors, officers, volunteers, servants, agents and employees from any claim, cause of action or liability of any sort or nature, whether known or unknown, directly or indirectly arising out of, or in connection with the adoption of the above-mentioned pet.
2. I understand that at the time of adoption, to the best knowledge of A.S.T.R.O. Foundation, Inc., this animal is free of contagious and obvious congenital disease and that all expenses incurred after I take possession of the animal will be my sole responsibility and A.S.T.R.O. Foundation, Inc. is released of any and all liabilities whether financial or otherwise.
3. I understand I may return the animal for an exchange or adoption refund *within 14 days*.
4. I will provide a humane environment, adequate food, water, exercise, shelter, veterinary care and companionship for my pet. I will have the animal inoculated against rabies and abide by all city and county animal control ordinances, specifically any leash laws to prevent the animal from roaming and becoming a nuisance animal.
5. **I understand, any cat adopted shall NOT be declawed in any manner.**
6. I understand that this animal is **NOT to be sold, traded, or given away for any purpose. It is not to be abandoned.** If I cannot provide for the animal any longer, I will return it to the A.S.T.R.O. Foundation, Inc. If I cannot provide for the animal any longer, I will return it to the A.S.T.R.O. Foundation, Inc. upon A.S.T.R.O. Foundation’s ability to provide a foster for the animal. (This can take some time). A.S.T.R.O. Foundation Inc. may grant adopter the right to rehome or surrender the animal to another source on a case-by-case basis. A.S.T.R.O. Foundation may assist in finding another rescue with space.
7. **A.S.T.R.O. Foundation, Inc., reserves the right to refuse to adopt any animal.**
8. I understand that failure to perform any of the terms of this agreement constitutes a breach of contract. In the event of such breach, I authorized A.S.T.R.O. Foundation, Inc., to reclaim possession of the adopted animal. Reclamation of the animal does not foreclose any other action by A.S.T.R.O. Foundation, Inc.
9. **Liquidated Damages:** Adopter agrees to pay A.S.T.R.O. Foundation, Inc., the total sum of \$150.00 as liquidated damage value in the event the terms of this contract are breached; this liquidated damage value is agreed to for the purpose of establishing value of the animal and does not bar A.S.T.R.O. Foundation, Inc., from seeking return of the animal by a judicial process or other legal means.
10. **Attorney's Fees and Court Costs:** Adopter agrees to pay reasonable attorney's fees and court costs in the event this matter is forwarded to an attorney for enforcement.
11. **Partial Invalidity:** Should any provision of this Adoption Contract be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Adoption Contract.
12. **Entire Agreement:** The parties hereto declare, warrant, and represent that no promise, statement, representation, inducement, or other agreement not expressly set forth herein or attached hereto is relied upon or made the basis for entering into this Adoption Contract or agreeing to any of the terms herein, that this Adoption Contract and attachments embody and set forth the entire agreement and understanding between them relating to the subject matters thereof, and that this Adoption Contract merges and supersedes all prior discussions, agreements, understandings, representations, conditions, warranties, covenants, and all other communications between them on or relating to the subject matters thereof.
13. **Governing Law; Jurisdiction; and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of a dispute arising out of or relating to this Adoption Contract, including declaratory relief with respect to the same, the parties hereto agree to submit voluntarily to the exclusive jurisdiction of any appropriate court in the State of California, and hereby waive the right to have the matter heard elsewhere. The parties further agree that the most appropriate and convenient forum for commencement and maintenance of any such action shall be in the County of Stanislaus, State of California, and hereby waive the right to maintain such action in any other venue.