

Certificate of Adoption and Release Adoption No: _____
Humane Society of Dickson County, Tennessee, Inc.

Name: _____ Telephone (H): _____ (W): _____

Address: _____

NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN OR IN ANY OTHER INSTRUMENT FURNISHED IN CONNECTION WITH ADOPTION OF THE HEREIN DESCRIBED ANIMAL, THE HUMANE SOCIETY OF DICKSON COUNTY, TENNESSEE, INC. (THE "HUMANE SOCIETY") MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HEREIN DESCRIBED ANIMAL'S HEALTH, TEMPERAMENT, OR TRAINING; HEREBY EXCLUDES AND DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE SAID ANIMAL AND ANY IMPLIED WARRANTY RESPECTING TITLE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE; AND TRANSFERS AND ASSIGNS THE SAID ANIMAL "AS IS," "WHERE IS," "HOW IS," AND "WITH ALL FAULTS." YOUR ADOPTION OF THIS ANIMAL CONSTITUTES CONCLUSIVE ACCEPTANCE OF SUCH ANIMAL IN ITS THEN CONDITION.

Your remedies in the event the within described animal is diagnosed with an illness within five (5) days of adoption and the same is confirmed by a veterinarian licensed to practice as such in the State of Tennessee shall be limited to the exchange of the animal, within (30) days of the date below written, for another animal of equal or lesser monetary value. In no event shall the Humane Society be liable to you or any person claiming by or through you for medical, veterinary, or other incidental or consequential damages arising from, related to, or connected with the within described animal's health, temperament, or training.

This adoption certificate is non-transferrable, and all rights and remedies arising hereunder shall inure solely to the benefit of the person(s) whose signature(s) appear below.

Check or Circle, as Appropriate

Dog Puppy Cat Kitten Male Female Spayed/Neutered: Y N

Age (Estimated): _____ Breed (if known): _____ Coloring/Markings: _____

Vaccinations: _____ Apparent State of Health: _____

Deworming: _____ Veterinarian: _____

Date by Which I/We Will Have This Animal Neutered/Spayed (if not already accomplished): _____

I/We hereby acknowledge receiving the above-described animal. I/We agree to provide proper food, water, adequate shelter, and kind treatment at all times. I/We agree to take the animal to a licensed veterinarian for examinations and immunizations as needed, and to procure immediate veterinary care, at my/our own expense, should the animal be or become ill or injured. I/We agree not to allow the animal to breed and to spay or neuter any unaltered animal in conformity with the sterilization contract. I/We agree to notify the Humane Society if I/we decide at any time that I/we can no longer keep the animal, and in that event not to deliver or transfer the animal to any person without the approval of the Humane Society, which shall not be unreasonably withheld; and, if I/we are unable to find a suitable home approved by the Humane Society, to return the animal to the Humane Society during its normal business hours. I/We agree not to allow this animal to be used for medical or experimental purposes. I/We hereby grant the Humane Society the right to inspect the animal's new home and to remove and repossess the animal if it is found to be receiving inadequate care, housing, or handling, or if it has not been sterilized by the date agreed upon above. I/We have had adequate opportunity to examine the herein described animal, and find it to be in satisfactory condition. By my/our taking possession of the animal, I/We release the Humane Society from any and all claims, demands, damages, actions, causes, costs, losses, and expenses arising from, related to, or connected with the animal, its health, training, temperament, or intended uses. I/we hereby agree and covenant to indemnify and hold the Humane Society of Dickson County, Tennessee, Inc., its directors, officers, employees, agents, and subagents, harmless from and against all claims, demands, damages, actions, causes, costs, losses, and expenses (including without limitation attorney's fees, court costs, and expenses of litigation) arising from, related to, or connected with the animal, its health, temperament, or training, my/our failure to perform any covenant required to be performed by me/us hereunder, or my/our breach of any warranty or representation contained herein or in any other instrument furnished by me/us in connection with the herein referenced adoption.

I/We have read all portions of this certificate, including those provisions hereof relating to release, indemnification, and remedies, have had adequate opportunity to ask such questions relating hereto as ordinary prudence would suggest, and fully understand all terms, covenants, and conditions hereof.

Adoption Fee: \$ _____ Rabies Vaccine Due: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

HUMANE SOCIETY OF DICKSON COUNTY
PET ADOPTION QUESTIONNAIRE

NAME: _____

ADDRESS: _____

CITY: _____ COUNTY: _____ ZIP: _____

Home Phone: _____ Work Phone: _____ D.O.B. _____

Drivers License #: _____ State: _____

1. Do you own or rent: _____ (if yes to rent, please answer # 2,3&4)

2. Do you live in a HOUSE ___ APT ___ CONDO ___ MOBILE HOME ___

3. If renting, do you have permission to adopt this animal: _____

4. Your landlords name _____ phone# _____

5. Do you have a fenced yard or dog run: _____ If not, how do you
plan on keeping the dog on your property as the law requires _____

6. Do you have children at home: ___ AGES _____ # _____

7. Do you have pets now: _____ Name them: _____

8. Are your pets completely vaccinated and are they spayed or neutered: _____

9. Who is your veterinarian: _____

10. Do you have any objections to having this adopted pet spayed or neutered: _____

11. Do you want an indoor or outdoor pet: _____

12. Have you adopted an animal from this Humane Society before: _____

When: _____ What type of pet: _____ Do you still have the pet _____

FOR OFFICE USE ONLY

Humane Society of Dickson County, Tennessee, Inc.

Statement of Policy

Background:

On May 22, 2000, the Tennessee General Assembly enacted 2000 Public Act chapter 789, entitled "The Tennessee Spay/Neuter Law" (the "Act"), effective July 1, 2000. The Act requires all persons, entities, or agencies, both public and private, from which animals are or may be adopted or reclaimed (defined as an "agency"), to take certain steps to ensure that animals adopted from them are spayed or neutered as soon as possible.

Statutory Requirements:

1. The Act prohibits any person from adopting an animal from an agency unless the animal has already been spayed or neutered prior to the adoption, or the person adopting signs a written agreement promising to have the animal spayed or neutered by the later of (a) thirty (30) days after the adoption, or (b) thirty (30) days after the animal reaches six (6) months' age (if the animal was sexually immature at the time of adoption).
2. When an animal which has not been spayed or neutered is adopted from an agency, the agency is required by the Act to collect a deposit of \$25.00 to secure the adopting person's promise to spay or neuter the animal.

Collection and Refund of Deposit:

1. Pursuant to the Act, Humane Society of Dickson County, Tennessee (the "Humane Society") will collect the statutorily required deposit at the time of adoption, and will deposit the funds so received into its general account upon receipt thereof.
2. As provided by the Act, the Humane Society will refund the deposit collected upon the adopting person's providing written proof of spaying or neutering within ten (10) days after the period within which the adopting person promised to have the procedure performed (in other words, the proof of spaying or neutering must be presented within the later of forty (40) days after the adoption, or ten (10) days after the animal reaches six months' age).
3. If proof of spaying or neutering is not presented in the manner and within the time described in the preceding paragraph, the Humane Society will retain the \$25.00 deposit, as the Act entitles it to do, and no portion of the deposit will be refundable for any reason. The Humane Society may also, as provided by the Act, commence legal proceedings to recover possession of the animal.

HUMANE SOCIETY OF DICKSON COUNTY
410 ENO ROAD
DICKSON, TN. 37055
Tel. 446-PETS (7387)

STERILIZATION CONTRACT

ADOPTION NUMBER _____

ADOPTER _____

IMPORTANT READ BEFORE SIGNING

1. I hereby acknowledge receiving an animal from the Humane Society of Dickson County pursuant to the pet adoption agreement.
2. I agree to have the animal surgically sterilized by _____
3. I understand that the adoption is conditional and not final until the animal has been surgically sterilized and the Humane Society has been notified by the veterinarian that the surgery has been completed.
4. I further understand that failure to sterilize the adopted animal and provide proof within the time period specified will constitute a default under this agreement and the pet adoption agreement referred to above, and that the Humane Society of Dickson County shall be entitled to immediate possession of such animal and I shall forfeit all amounts paid to the Humane Society of Dickson County
5. Finally, I agree to allow an agent of the Humane Society to retake possession of said animal, regardless of its location, if the animal is not sterilized as agreed, and such repossession shall not constitute trespass. INITIALS _____

SIGNATURE OF ADOPTER

DATE

SIGNATURE OF STAFF/VOLUNTEER

DATE