

MASSACHUSETTS HUMANE SOCIETY INC

781-335-1300 --- email: masshumane@aol.com --- CONTRACT

Cat or Kitten's Name: _____ Breed: _____ Estimated Age: _____

ID#: _____ (MHS office use)

This agreement is entered into this date by and between Mass Humane Society (“MHS”) and the applicant (“Adopter”) for the adoption of the above identified cat or kitten (“cat”).

Terms and Conditions

1. Adopter agrees to pay MHS an adoption fee of \$100.00 for the above named cat. This fee, minus \$25.00 is refundable provided the adopter personally returns the alive cat to MHS within seven (7) days of its adoption and releases MHS of any further liability.
2. Adopter agrees the cat is to be a family companion and agrees to provide the cat with a safe home, adequate food, water, proper care, exercise, love and attention. Adopter agrees not to violate any laws or ordinances with the cat.
3. Adopter agrees to keep / place the cat in a carrier when transporting the cat to and from the home. If at any time the cat is lost, stolen, hurt or killed, the Adopter is to notify MHS by email or phone immediately.
4. **Adopter agrees that the cat will stay inside the home (indoor cat) and under no circumstances will be allowed access to the outside. MHS may confiscate any cats outside that the adopter, in violation of this agreement, and the adopter will be subject to the loss of possession and ownership of the cat immediately.**
5. **Under no circumstances is the adopter to ever get this cat declawed. If scratching becomes a problem the adopter will contact MHS right away to discuss alternatives to scratching behavior and or return the cat if the problem persists.**
6. Adopter agrees to have the cat examined by a licensed veterinarian at least once each year and provide for all vaccinations and treatments necessary to ensure good health. If euthanasia becomes necessary, Adopter agrees to have it performed by a licensed veterinarian.

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7. MHS makes no guarantees or statements regarding the cat's age, breed, health, or temperament. While MHS has made every effort to provide accurate history and assessment of the cat, MHS is not able to guarantee the cat's age, breed, medical status, behavior or disposition. MHS is available for consultation, advice and assistance pertaining to the health and compatibility of the cat. Adopter agrees to release MHS and its members or representatives of any and all possible claims arising from injury or damage caused by the cat to any person or property. Adopter accepts this cat as is with all defects, either observable or unobservable, and assumes all risk for the cat upon signing of this contract.

8. If for whatever reason the Adopter is unable to keep this cat for its entire life, the Adopter must return the cat to MHS. The Adopter agrees not to give away, sell or dispose of the cat without express consent of Massachusetts Humane Society.

9. **Adopter will allow MHS** to conduct home visits and phone check-ins at their discretion after adoption, in order to check on the cat's welfare. The check-ins by **discretion is necessary.**

10. In the event this contract, including all its covenants and conditions, is breached by Adopter, MHS has the right to rescind this contract and demand return of the cat. If Adopter fails to return the cat, MHS has the right to seek a Court Order for return of the cat and seek liquidated damages from the Adopter in the amount of \$750 plus any court costs or attorney's fees. Payment of damages shall not excuse Adopter from returning the cat to MHS.

11. If for some unforeseen reason and or change of life style from the adopters of this animal: relocate to a differ address stated on MHS application. MHS should be notified with new address / residence. Therefore, MHS can UPDATE original file of the adoption application and contract.

12. This agreement shall insure to the benefit of and be binding upon Adopter and MHS and their successors or beneficiaries. Both parties have fully read and understood all of the agreement, which sets forth all promises, conditions, and understandings, oral or written.

In testimony whereof, Adopter and MHS sign on this Date: _____

Adopter's Signature: _____

Adopter's Printed Name: _____

MHS Representative's Signature: _____

Printed Name: _____