



PO Box 3042, Lancaster, SC 29721 . LancSPCA.SC@gmail.com

This Adoption Agreement (the "Adoption Agreement") is made as of the _____ day of _____, 20____, by and among Lancaster SPCA (LSPCA) Rescue, a South Carolina nonprofit corporation and:

Name: _____ (the "Adopter").

RECITALS

1. WHEREAS, LSPCA is a pet rescue organization that rescues and temporarily fosters dogs and cats that might otherwise be euthanized and adopts the rescued animals to permanent homes;
2. WHEREAS, Adopter desires to adopt LSPCA's animal identified below (the "Animal"):

Animal Name: _____ Approximate Age: _____

Animal Species: _____ Animal Breed: _____

Microchip Company: _____ Microchip Number: _____

3. WHEREAS, LSPCA has evaluated the application submitted by Adopter and believes that Adopter can provide the Animal with a suitable, loving and permanent home: and
4. WHEREAS, LSPCA desires to transfer, subject to the terms and conditions set forth below, and Adopter desires to accept, possession of and title to the Animal.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, LSPCA and Adopter agree as follows:

1. Adoption Fee. Adopter agrees to pay LSPCA a nonrefundable adoption fee of \$ _____ promptly upon execution of this Adoption Agreement.
2. Initial Veterinary Examination. Adopter will take the Animal to a veterinarian within 14 days of the date of this Adoption Agreement for a general physical examination and any necessary vaccinations, deworming, medications, neutering/spaying or other medical treatment, at Adopter's own expense. If Animal is neutered/spayed after adoption, Adopter will provide LSPCA with written proof of neuter/spay surgery within 30 days of the date of this Adoption Agreement.

IF NOT SPAYED/NEUTERED PROOF OF SURGERY MUST BE PROVIDED BY (Date): _____

3. Compliance with Laws. Adopter will abide by the animal control laws of the state and county of the Adopter's residence, including having the animal inoculated against rabies.
4. Post-Adoption Care by Adopter. Adopter will provide the Animal with appropriate and humane care. At a minimum, Adopter will do the following:
 - a. Keep the Animal current on all vaccinations for the balance of the Animal's life;
 - b. Have the Animal examined by a veterinarian at least once per year;
 - c. Treat the Animal with flea/tick control medicine from May-October of each year and heartworm prevention medication year-round, in the dosage that corresponds to the Animal's weight;
 - d. Provide the Animal with adequate food and water;
 - e. Ensure that the Animal lives primarily inside, and NEVER tie or chain the Animal outside;
 - f. Wherever the Animal is outdoors, Adopter will keep the Animal in a fenced area or on a leash;
 - g. Pay all expenses reasonably necessary to sustain the Animal's positive quality of life;
 - h. **Adopter shall NOT declaw the Animal at any time for any reason. Adopter agrees to pay LSPCA \$1000.00 should they default on this agreement.**

5. Post-Adoption Follow-up by LSPCA. After the adoption, LSPCA may examine and inquire about the Animal at any time. Adopter will cooperate with LSPCA and keep LSPCA informed about the Animal.
6. Should behavioral issues arise with the Animal, Adopter agrees to exhaust all options prior to returning the Animal. This includes, but not limited to, hiring a trainer to remedy the behavior of concern.
7. Returns. If Adopter is ever dissatisfied with the Animal or no longer wishes to own the Animal, Adopter must contact LSPCA immediately. If LSPCA is able to take this animal back into their system, Adopter must return the Animal. If LSPCA is unable to accept the animal, Adopter must work in conjunction with LSPCA to determine a suitable alternative for the Animal. Any decisions must be agreed upon by LSPCA. **Adopter's sole remedy against LSPCA is return of the Animal.**
8. No Transfers Without LSPCA Consent. Adopter will not advertise the Animal for adoption or sale. Adopter will not give, sell, transfer or surrender the Animal to any individual(s) or organization other than LSPCA without the prior consent of LSPCA, which may be withheld for any reason.
9. **No Warranties. Adopter accepts the Animal as is, where is. Adopter understands and agrees that LSPCA has made no express warranty, representation or promise of any kind with respect to the Animal. LSPCA disclaims all implied warranties of any kind, including, but not limited to, merchantability and fitness for a particular purpose.**
10. Repossession by LSPCA, Attorney's Fees. Adopter understands and agrees that if Adopter fails to comply with the terms and conditions of the Adoption Agreement, Adopter forfeits the Animal to LSPCA without the need for a court order. Adopter will reimburse LSPCA for all expenses incurred by LSPCA to enforce Adopter's obligations under this Adoption Agreement, including LSPCA's reasonable attorney's fees. If Adopter gives, sells, transfers or surrenders the Animal without LSPCA's consent, Adopter shall pay LSPCA a recovery fee of \$500 to cover the costs involved, in whole or in part, in recovering the Animal.
11. Post-Adoption Responsibility. Adopter agrees to indemnify, defend and hold harmless LSPCA from all claims and causes of action with respect to the Animal that arise on or after the date of this Adoption Agreement.
12. Severability. If any part of this Adoption Agreement is found to be invalid or unenforceable, the remainder of this Adoption Agreement will continue to be valid and enforceable.
13. Choice of Law and Dispute Resolution. This Adoption Agreement is governed by the laws of the State of South Carolina, without regard for its choice of law principles. In the event that legal action has to be brought to enforce any rights or obligations under this Adoption Agreement, Adopter hereby consents to the jurisdiction and venue of the state courts of Lancaster County, South Carolina.

IN WITNESS WHEREOF, each of the undersigned enters into this Adoption Agreement and Adopter takes full responsibility for the Animal as of the date written above.

ADOPTER:

Lancaster SPCA, a South Carolina nonprofit corporation:

Signature: _____

By: _____

Printed Name: _____

Name: _____

Phone Number: _____

Title: _____

Email Address: _____