



Town of Brookhaven
Animal Shelter & Adoption Center

People helping animals and animals helping people.

300 Horseblock Road
Brookhaven, NY 11719
Phone (631) 286-4940
Fax (631) 286-4948

DOG TEMPORARY ADOPTION CONTRACT

Adoption Date: _____

1. Parties:

This Agreement is a contract between _____
residing at _____
(hereinafter referred to as the "Temporary Adopter"), and the BROOKHAVEN ANIMAL
SHELTER & ADOPTION CENTER, located at 300 Horseblock Road, Brookhaven, NY
11719, (hereinafter referred to as the "BAS") for the temporary adoption of the dog more
fully described in section 3 below (hereinafter referred to as the "adoptive dog").

2. Temporary Adopter Contact Information:

Name: _____

Driver's License ID Number: _____

SS# _____

Home Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: () _____

Work Phone: () _____

Cell Phone: () _____

Email Address: _____

3. Description of Animal:

Name of Dog for Adoption: _____

CC# _____

Kennel # _____

NYS License # _____

Rabies Vaccination Tag Number: _____

Microchip Number if any: _____

Breed/Description: _____

Color/Markings: _____

Estimated Age: Puppy () Adult () Senior ()

(Dogs up to six months old will be considered puppies)

Male () Female ()

4. No Transfer of Ownership:

- a. Temporary Adopter agrees that the adoptive dog remains the property of BAS and that no transfer of title or ownership has occurred. The Temporary Adopter is only providing temporary adoptive care of the adoptive dog until the adoptive dog can be placed in a permanent adoptive home.
- b. Upon the temporary adoption of the adoptive dog, the temporary adopter must pay a non-refundable license fee of _____ and the adoptive dog must be licensed in the temporary adopter's name throughout the temporary adoption period. When and if the adoptive dog is adopted into a permanent home, or, if the dog is placed with another temporary adopter, the undersigned temporary adopter agrees to transfer the dog license for the adoptive dog into the name of the new permanent adopter or new temporary adopter upon the physical delivery of the adoptive dog to such permanent home or other temporary adopter.
- c. The Temporary Adopter has the right of first refusal if and when a permanent home is located for the adoptive dog. As such, the temporary adopter agrees that in order to adopt the adoptive dog in his/her possession the Temporary Adopter must enter into and sign an adoption contract and the adoption fee must be paid with 48 hours written notice by the BAS or the right of first refusal is void.
- b. The temporary adopter agrees and understands that the temporary adopter has no authority to adopt, sell or otherwise dispose of the adoptive dog. The temporary adopter agrees that although the BAS will consider the suggestions and input of the temporary adopter regarding placement of the adoptive dog in a permanent home, that the BAS has the sole authority and discretion in placing or otherwise disposing of the adoptive dog.
- e. The Temporary Adopter further agrees that he/she is not acting as an agent in the adopting of the adoptive dog for a third party. In no event shall the Temporary Adopter give, sell, or transfer the adoptive dog to any other another person, business, medical or experimental laboratory, class b dealer, rescue group or humane association, non-profit organization, municipal shelter or pound, or abandon the adoptive dog in any manner or form.

5. Term of Contract:

- a. The Temporary adopter agrees that this temporary adoption contract is for an indefinite time period until the adoptive dog is placed in a permanent adoptive home. The temporary adopter understands that the goals behind the temporary adoption program are to allow the animals that would otherwise reside at the BAS to become more socialized and relaxed by living in a home setting while awaiting adoption, to reduce the in house BAS animal population thereby allowing the shelter to accept more animals than it would otherwise be able to accept, and to enlist the help of the temporary adopter in finding the adoptive dog a permanent home. The temporary adopter understands that depending on the demand for the adoptive dog, the temporary adoptive period may be only a few days, a few months, or could take several years.
- b. Animals in temporary adoptive homes are placed on the BAS website, cross posted, emailed to the public, as well as other search engines and adoption sites, and are available to the public for adoption. The temporary adopter's home address and name are confidential. The BAS will contact the temporary adopter directly when a potential adopter would like to meet and greet the adoptive dog at the BAS. The Temporary adopter agrees to bring the adoptive dog to the BAS upon request in order to meet with potential permanent adopters. Temporary adopters are required to cooperate with BAS

to arrange meet and greets between the public and the temporary adoptive dog. The temporary adopter agrees to supply the adoptive dog to the BAS as soon as possible upon written or oral request by the BAS but in no event shall the temporary adopter fail to deliver the adoptive dog more than 48 hours after such request without prior approval.

- c. The temporary adopter agrees that this temporary adoption contract can be terminated at any time and for any reason at the discretion of the BAS director. The temporary adopter may also terminate this contract at anytime upon returning the adoptive dog in good condition to the BAS. The BAS requests that the temporary adopter provide the BAS with as much notice as possible should the temporary adopter wish to terminate this contract. It is recommended that the temporary adopter provide the BAS with at least 30 days notice, so that another temporary adoptive home can be located for the adoptive dog or if none can be located, to provide the BAS with adequate time to make space and accommodations for the adoptive dog.

5. Quality of Life:

- a. Temporary Adopter agrees to provide the adoptive dog with humane treatment at all times including providing proper food, water, shelter and sustenance including proper medical/veterinary care which shall include, but is not limited to, yearly checkups, vaccination, heartworm prevention medicine, and flea and tick preventative.
- b. Temporary Adopter agrees to adoptive the adoptive dog solely as a companion animal and in no event shall this adoptive dog be used solely as a guard dog, junk yard dog or solely for security purposes.
- c. Temporary Adopter agrees that the adoptive dog shall reside inside the residence of the Temporary Adopter but shall not be kept in the garage or basement and shall not be kept in a barn or shed. The adoptive dog shall never be tethered or chained when outside for exercise, play or elimination purposes but shall be contained in a fenced in yard, approved kennel or on a leash controlled by the Temporary Adopter or Temporary Adopter's agent. In no event shall the adoptive dog be kept outdoors at any time while unsupervised.
- d. Temporary Adopter agrees not to change or alter the adoptive dog's appearance in any way, shape or form (i.e., cropping, docking).
- e. Temporary Adopter agrees not to breed the adoptive dog.
- f. Temporary Adopter understands that under New York State law the dog license which has been issued to the Adopter shall be worn on the adoptive dog's collar at all times. The adoptive dog has been micro-chipped with BAS and has been given an ID tag to wear on its collar. Temporary Adopter agrees that the ID tag and collar shall be worn by the adoptive dog at all times. Temporary Adopter agrees to immediately notify BAS at (631) 286-4940 if the dog is lost and to make every reasonable effort to recover the adoptive dog.
- g. In no event shall the Temporary Adopter euthanize the adoptive dog without the written consent of BAS except under an emergency situation as determined by a licensed veterinarian. Temporary Adopter agrees to immediately notify BAS in the event of the death of the adoptive dog.

6. Pregnant Dogs/Weaning Mothers:

Temporary Adopter agrees that any puppies born from any adoptive pregnant dog; puppies born from any weaning mother adoptive dog; or puppies born from any adoptive dog that becomes pregnant in breach of this contract, are the sole property of BAS and that all the terms and conditions of this adoptive contract shall apply to such puppies.

7. Return of Adoptive Dog to BAS:

Temporary Adopter agrees to return the adoptive dog to BAS if for any reason the Temporary Adopter can no longer adoptive the adoptive dog and such return of the adoptive dog will be at the Temporary Adopter's expense. Temporary Adopter agrees that the Temporary Adopter will not receive any reimbursement for any expenses expended on adoptive dog while in the Temporary Adopter's care including but limited to food, medical costs, grooming, behavioral training, etc., unless previously approved in writing by BAS.

8. Post Adoptive Follow Up & Communication:

- a. Temporary Adopter agrees to allow BAS to make periodic visits to my home throughout the temporary adoption period of the adoptive dog as often as deemed necessary by BAS.
- b. Temporary Adopter agrees to immediately notify BAS of any change of address or telephone number throughout the adoptive care period of the adoptive dog.

9. Right to Demand Return/Right to Seize:

Temporary Adopter agrees that BAS retains the right to demand the return of the adoptive dog and/or to seize the adoptive dog for any reason. Temporary Adopter agrees that should BAS make demand for the return of the adoptive dog for any reason, that the adoptive dog shall be returned within twenty-four hours from the date of demand whether written or oral.

10. Health Warranty:

Temporary Adopter agrees to hold BAS harmless for any medical conditions the adoptive dog may currently have or may develop in the future.

11. Medical History/Follow Up:

- a. Temporary Adopter acknowledges that the adoptive dog has been evaluated by a veterinarian and the following procedures, vaccinations and tests described below have been performed. Temporary Adopter agrees to take the adoptive dog for any and all required follow up procedures, vaccinations and tests as notated below within seven days of the notated date listed under required follow up. Temporary Adopter agrees to provide BAS with proof of compliance with the below required follow up.

PROCEDURES/VACCINATIONS/TESTS	DATE	BOOSTERS	REQUIRED FOLLOW-UP
Canine 5-in-1 Distemper Vaccination			
Bordatella Vaccination			
Rabies Vaccination			
Spay/Neuter			
Heartworm Test			
Heartworm Preventative			
Wormed			
Flea/Tick Preventative			

- b. Temporary Adopter gives his/her veterinarian permission to release any veterinary records and information about the adoptive dog to BAS throughout the adoptive period of the adoptive dog. Temporary Adopter further gives permission to BAS to request any records from the Temporary Adopter's veterinarian regarding the adoptive dog to ensure that the Temporary Adopter has complied with the terms and conditions of this contract for the adoptive period of the adoptive dog.

12. Medical Decisions:

Temporary Adopter agrees that he/she has no authority to make any medical decisions on behalf of the adoptive dog including the decision to euthanize. Temporary Adopter agrees that only BAS has the right to make medical decisions and approve medical care to be administered to the adoptive dog.

13. Veterinary Costs:

- a. Temporary Adopter agrees that all medical costs expended on behalf of the adoptive dog will be paid by BAS only if the adoptive dog is treated by BAS's veterinarian during regular office hours and only if written approval is given by BAS to the Temporary Adopter or directly to BAS's veterinarian. The BAS's veterinarian is Affordable Veterinary Care located at 300 Horseblock Road, Brookhaven, NY 11719, and their phone number is (631) 286-4965. Temporary Adopter agrees that visits to any other veterinarian other than BAS's veterinarian will be at the Temporary Adopter's own expense.
- b. In the event of an emergency, the Temporary Adopter agrees to immediately notify the BAS at (631) 286-4940. BAS agrees to pay any and all emergency medical costs on behalf of the adoptive cat provided that BAS is notified prior to treatment and that permission to treat has been given in writing by BAS to the Temporary Adopter or directly to the treating veterinarian. Temporary Adopter agrees that emergency visits not approved by BAS prior to medical treatment being administered will be at the Temporary Adopter's own expense.
- c. Temporary Adopter gives his/her veterinarian permission to release any veterinary records and information about the adoptive dog to BAS throughout the adoptive period of the adoptive dog. Temporary Adopter further gives permission to BAS to request any records from the Temporary Adopter's veterinarian regarding the adoptive dog to ensure that the Temporary Adopter has complied with the terms and conditions of this contract for the adoptive period of the adoptive dog.

14. Liability Release:

- a. Temporary Adopter agrees that that no representations have been made as to the temperament or mental disposition of the adoptive dog. Temporary Adopter hereby agrees to adoptive the adoptive dog at the Temporary Adopter's own risk. The Temporary Adopter agrees to assume all liability for the adoptive dog from the signing of this dog adoptive care contract forward. The Temporary Adopter agrees that the BAS its agents, directors, officers, servants, employees and volunteers shall not be held liable to the Temporary Adopter for any personal injury or property damage of any kind whatsoever to the Temporary Adopter including damages to the Temporary Adopter for the ordinary negligent acts of BAS its agents, directors, officers, servants, employees and volunteers arising from the adoptive or actions of the adoptive dog. The Temporary Adopter hereby releases, discharges and agrees to indemnify BAS, its agents, directors, officers, servants, employees, and volunteers from and in respect to any and all claims, actions, and rights of cause of action of any kind that the Temporary Adopter may have now or in the future against BAS including any consequences or damages attributable to BAS, its agents, directors, officers, servants, employees, and volunteers own carelessness or ordinary negligence.
- b. The Temporary Adopter also agrees to indemnify the BAS its agents, directors, officers, servants, employees, and volunteers from and in respect to any and all claims, actions, and rights of cause of action of any kind including BAS, its agents, directors, officers, servants, employees, and volunteers own carelessness or ordinary negligence brought against BAS, its agents, directors, officers, servants, employees, and volunteers, by any third party as a result of the adoptive or actions of the adoptive dog.

- c. The Temporary Adopter agrees that this agreement shall be binding upon the Temporary Adopter's heirs, executors, administrators and personal representatives.

15. Temporary Adoption Application Incorporated by Reference:

The Temporary Adopter agrees that the dog temporary adoption application is incorporated into this dog temporary adoption contract by reference. The Temporary Adopter's approval to adoptive the adoptive dog and enter into this dog adoptive care contract has been predicated upon the information given in the dog temporary adoption application being truthful. If for any reason any information provided on the dog temporary adoption application is discovered to be false or misleading, Temporary Adopter agrees that BAS has the right to demand the return of the adoptive dog and collect liquidated damages as provided below.

16. Breach of Contract:

- a. Temporary Adopter agrees to abide by all the terms and conditions of this adoptive agreement. Temporary Adopter agrees that should the Temporary Adopter fail to comply with any of the terms of this agreement that the Temporary Adopter agrees that this shall be deemed a breach of contract and BAS has the right to immediately regain possession of the adoptive dog. Temporary Adopter agrees that should BAS make demand for the return of the adoptive dog, that the adoptive dog shall be returned within twenty four hours from the date of demand whether written or oral.
- b. The Temporary Adopter agrees that BAS has expended much time and finances in rescuing and maintaining the adoptive dog, which include but are not limited to, medical care, vaccinations, boarding, grooming, food, and socialization. Temporary Adopter agrees that should Temporary Adopter fail to return the adoptive dog or fail to comply with any of the terms of this contract the Temporary Adopter agrees to pay BAS liquidated damages in the amount of \$3,000.00 (three thousand dollars) which the Temporary Adopter agrees is fair, reasonable and equitable.
- c. In addition to the payment of \$3,000.00 (three thousand dollars) in liquidated damages, Temporary Adopter agrees to pay any and all court costs, attorney fees, collection fees and other expenses associated with enforcing any of the terms of this contract in the event of a dispute.

17. Successors and Assigns:

The covenants and agreements herein contained shall inure to the benefit and be binding upon the parties and their respective successors, heirs and assigns.

18. Proper Forum:

This agreement shall be governed by the laws of the State of New York and any disputes will be heard and resolved in Suffolk, New York.

19. Memorializing of Agreement:

This contract memorializes the entirety of the understandings and agreements between the Temporary Adopter and BAS.

20. Waiver/ Severability:

There shall be no waiver of any of the terms in this agreement unless in writing signed by both parties. In the event that any of the terms of this agreement is waived, all other terms of this contract shall remain enforce.

Temporary Adopter:

Name: _____

(Please print)

Name: _____

(Please Sign)

Date: _____

Sworn to before me this _____
day of _____, 20 _____

NOTARY

BAS:

Print Name: _____

(On behalf of BAS)

Signature: _____

(On behalf of BAS)

Date: _____