



Lancaster Dog Control

525 Pavement Road Bldg. 32

Lancaster, New York 14086

(716) 220-5620

Fax: (716) 683-5129

ADOPTION AGREEMENT

Dog Control Dept. Incident #: _____

<i>Adopter Information</i>	
Name:	
Date of birth:	
Address:	
Phone #:	
E-mail:	

<i>Dog Information</i>	
Name:	
Sex:	<input type="checkbox"/> M <input type="checkbox"/> F
Breed:	
Color:	
Age:	
License #:	
Rabies expiration:	

Purpose of Agreement

(ADOPTER NAME) ["Adopter"] has requested that the Lancaster Dog Control Department transfer the ownership of _____
(DOG NAME) ["Dog"] to the Adopter and the Lancaster Dog Control Department has agreed to do so upon the terms and conditions stated below. In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Pre-adoption Requirements and Conditions

1. The Adopter agrees to submit to a background investigation to be performed by the Lancaster Police Department or their designee(s) which may include but is not limited to: a check of the Adopter's criminal history and a check of any law enforcement contacts the Adopter may have on record in the County of Erie.

(INITIAL)

2. If requested, the Adopter agrees to allow the Lancaster Dog Control Department or their designee(s) to perform an inspection of the interior and exterior of the Adopter's residence at a time and date mutually agreed upon by the Adopter and the Lancaster Dog Control Department for the purpose of assessing the condition and suitability of the Adopter's residence for the health and safety of the Dog.

(INITIAL)

3. The Adopter agrees to pay any required costs, fees, or deposits to Lancaster Dog Control or the Lancaster Police Department for the adoption of the Dog.

(INITIAL)

4. The determination of Lancaster Dog Control regarding suitability of a particular dog for adoption by a particular applicant shall be at the sole discretion of Lancaster Dog Control and shall be final.

(INITIAL)

Care for the Health and Safety of the Dog

1. If the Dog does not adapt to the home of the Adopter, the Adopter cannot keep the dog for any reason, or if the Adopter intends to euthanize the Dog for any reason(s) other than upon the recommendation of a licensed veterinarian for a serious and legitimate medical condition, the Adopter *shall* first contact the Lancaster Dog Control Department and offer the Dog back to the Department before relinquishing custody or possession of the Dog to any other party or prior to euthanasia.

(INITIAL)

2. The Adopter *shall* provide adequate medical and nutritional care to the Dog.

(INITIAL)

3. The Adopter *shall* allow the Dog reasonable freedom of movement inside and outside the Adopter's residence and the Dog *shall not* be restricted to the yard for unreasonable periods of time relative to weather conditions.

(INITIAL)

4. The Adopter *shall* provide the Dog with adequate shelter from inclement weather, including but not limited to: snow, ice, rain, wind, or sun, during periods of time the dog is outside. If the Adopter intends to provide an outdoor shelter for the Dog, such shelter *shall* include clean bedding for the Dog and be properly constructed and supplied to provide the Dog with adequate warmth or shade reasonable relative to weather conditions.

(INITIAL)

5. The Adopter *shall* adequately maintain the Dog's interior and exterior areas and keep such areas clean and free from excessive excrement or conditions which may prove hazardous or injurious to the Dog.

(INITIAL)

6. The Adopter *shall* provide proper veterinary care for the Dog, including but not limited to: annual veterinary examinations, maintaining routine vaccinations, any required routine testing, and any veterinary care required to keep the dog free of pests, parasites, ticks, fleas, or heartworm.

(INITIAL)

7. The Adopter *shall* comply with all State or local laws relating to the regulation and care of the Dog, including but not limited to: leashing, licensing, excessive barking, dogs at large, neglect, and abuse.

(INITIAL)

8. The Adopter *shall* provide and affix on the Dog a collar which includes a personal identification tag containing the Dog's name and Adopter's contact information, a dog license tag (if required by law), and an up-to-date rabies tag.

(INITIAL)

9. The Adopter *shall* provide Lancaster Dog Control or their designee(s) reasonable access to the Dog upon request for up to 180 days (6 months) after adoption to ensure the health and welfare of the Dog. If the Dog is found to be in objectively poor health or its welfare in danger, the Adopter *shall* comply with any requests to reclaim the Dog by Lancaster Dog Control or their designee(s).

(INITIAL)

10. If the Dog is not spayed or neutered, the Adopter *shall* pay a \$35 deposit to Lancaster Dog Control and have the Dog spayed or neutered within 30 days of adoption. In the event the Dog has not reached sexual maturity, the Adopter *shall* have the Dog spayed or neutered within 30 days of the Dog reaching 6 months of age. The deposit will be returned to the Adopter if the Adopter provides acceptable proof to the Lancaster Dog Control Department that the Dog has been spayed or neutered. In the event the Adopter does not provide such proof to the Lancaster Dog Control Department within the aforementioned time period, the deposit will be considered forfeit to the Lancaster Dog Control Department. [*Strike this section if not applicable*]

(INITIAL)

Release and Waiver of Liability

1. *Assumption of Risk:* The Adopter understands that Lancaster Dog Control cannot guarantee the health, temperament, or training of the Dog and that adoption of the Dog involves inherent risk of injury, disability, death, or property damage to the Adopter or the Adopter's family. The Adopter further understands that while Lancaster Dog Control has implemented measures to reduce these risks, Lancaster Dog Control cannot guarantee that the Adopter or their family will not suffer injury, disability, death, or property damage as a result of this adoption. NOTWITHSTANDING THESE RISKS, THE ADOPTER ACKNOWLEDGES HE OR SHE IS VOLUNTARILLY PARTICIPATING IN THE ADOPTION OF THE DOG WITH KNOWLEDGE OF THE POTENTIAL DANGERS INVOLVED.

(INITIAL)

2. *Release of Liability:* The Adopter expressly releases liability and discharges Lancaster Dog Control and the Town of Lancaster for physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death, or economic loss resulting from this adoption.

(INITIAL)

3. *No Duress:* The Adopter agrees he or she has been given a reasonable opportunity to review this agreement before signing. The Adopter agrees and acknowledges that he or she is not under any pressure or duress to sign this Agreement. The Adopter further understands that he or she is free to have their own legal counsel review this Agreement if they choose to.

(INITIAL)

4. *Enforceability:* This Agreement shall be binding and enforceable against the Adopter, their representatives, family, designee(s), heirs, and next of kin without limitation. It is the Adopter's desire and intent that the terms and conditions contained in this Agreement shall be enforceable to the fullest

extent permitted by applicable law. If any portion of this Agreement is held invalid, the remainder shall not be affected and remain in full force and effect.

(INITIAL)

BY SIGNING BELOW, THE ADOPTER CERTIFIES THAT HE OR SHE FULLY UNDERSTANDS THE TERMS AND CONDITIONS OF THE AGREEMENT AND THAT HE OR SHE IS VOLUNTARILLY SURRENDERING CERTAIN LEGAL RIGHTS.

ADOPTER

LANCASTER DOG CONTROL

PRINT NAME: _____ OFFICER: _____

SIGN: _____ SIGN: _____

DATE: _____ DATE: _____