

Companion Animal - Adoption Agreement



This Agreement is made on the _____ day of _____
 between Snowy Monaro Regional Council (Council) and _____.
(name of person adopting the animal)

Between

Name (person adopting the animal)		
Council	Snowy Monaro Regional Council	
Animal details	Name	
	Impound number	
	Type	Dog / Cat
	Microchip	Microchip #
	Registered	Yes / No
	Desexed	Yes / No
Date of release		

This agreement is made with reference to the following facts: (Recitals)

- A. The Animal is held by Council at its Animal Holding Facility
- B. The Adopter approached Council to purchase the Animal
- C. Council has advised the Adopter, to the best of its ability, about the history, condition and temperament of the Animal
- D. The Adopter acknowledges that the Animal may require veterinary treatment that will be at the Adopter’s expense
- E. The Adopter acknowledges that Council is not responsible for any pre-existing health condition in the Animal

PART 1 - DEFINITIONS

Council	means Snowy Monaro Regional Council
Rescuer or Council	includes their officers, employees, agents, successor, assignees or related bodies corporate as defined in the Corporations Act 2001
Facility	means the Snowy Monaro Regional Animal Holding Facility
Adopter	is the person giving the Animal a permanent home
Fee	is the fee for adoption

PART 2 - OPERATIVE PROVISIONS

Adopter's obligations

1. The Animal will be released into the Adopter's care in consideration of the Adopter:
 - a. Paying the Fee
 - b. Warranting that the Adopter will humanely care for the Animal

2. The animal is or will be:
 - a. Registered in NSW (if applicable)
 - b. Microchipped

Release

3. On release of the Animal , the Adopter:
 - a. Accepts the Animal in its current condition and acknowledges that Council makes no assurances or representations as to the future health or disposition of the Animal
 - b. Relieves Council from all liability for any or all costs associated with the Animal's care, including but not limited to, future vaccinations and veterinary checks or procedures, whether caused by accident or illness, or as a result of either a pre-existing or future medical conditions suffered by the Animal
 - c. Relieves Council from all liability rising from any or all circumstances in connection with the Animal

Future Claims

- 4. This document may be used as a bar to any claim, action, demand or proceeding brought now or in the future by the Adopter against Council, in respect of all circumstances in connection with caring for the Animal

Understanding

- 5. The Adopter warrants that this Agreement is not made in reliance of any representation, promise, statement, conduct, or inducement by or on behalf of the Council, other than as recorded in this document

SIGNED by the ADOPTER:

IN THE PRESENCE OF:

Print name

Witness name (Animal Holding Facility staff member)

Address

Signature

Signature

Identification provided by Adopter:	Sighted by: