

Form | 250.2017.356.2

Date of release

Council

# Companion Animal Adoption Agreement

Public Health and Environment – Ranger Services

This form is to be completed by a person who wishes to adopt a companion animal from a Council pound facility. Agreement This agreement is made on \_ \_\_\_ Between Snowy Monaro Regional Council and the applicant named below. **Applicant (Adopter) Details** Name Phone Postal Address Mobile Town State Postcode **Email** Identification provided by adopter: Sighted by: **Animal Details** Name of Animal Impound Number Type of Animal Dog Cat Microchip# Registered ∐ Yes ∐ No Desexed ☐ Yes ☐ No

Form Name 250.2017.356.2	Council Department Public Health	Issue	Revision	Page 1 of 3
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Snowy Monaro Regional Council



# 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

F.

#### 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

Form Name 250.2017.356.2	Council Department Public Health	Issue	Revision	Page 2 of 3	
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## **Understanding**

5. The Adopter warrants that this Agreement in 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

## **Signatures**

I the applicant (adopter) declare that all information provided to be true and correct, and that I have read and understood the information contained on this form.

Adopter Signature	Name	Date		
In the presence of witness (Animal Holding facility staff member)				
Witness Signature	Name	Date		

For further information or assistance on completing this form please contact Council.

Mail: PO Box 714 COOMA NSW 2630

Phone: 1300 345 345

Email: council@snowymonaro.nsw.gov.au

Web: snowymonaro.nsw.gov.au