



San Francisco SPCA  
250 Florida Street  
San Francisco, California 94103 USA  
adoptions@sfsPCA.org  
www.sfsPCA.org

**SAMPLE**

### Animal Information

Animal ID:	Name:	Types:	Gender:
ARN:	DOB:	Breeds:	Altered:
Chip #:	Current Age:	Colors:	Size:
Type:	Age Group:	Pattern:	Weight:

### Adoption Agreement

This Adoption Agreement ("Agreement"), dated as of the date first set forth above (the "Effective Date"), is entered into between The San Francisco SPCA (the "SF SPCA") and the individual listed on this Agreement ("Adopter"). This Agreement incorporates by reference all of the information on file under the relevant Animal ID, which Adopter acknowledges having reviewed with or receiving a copy from the SF SPCA.

**Ownership Transfer.** As of the Effective Date, the SF SPCA transfers to Adopter full ownership in the above named animal (the "Animal"). Adopter certifies that they are at least 18 years of age and able to contract in their name.

**Bite History (if applicable).** The Adopter certifies that the SF SPCA has disclosed to them that the Animal was involved in a bite incident(s) either with another dog(s) or a person(s).

**No Guarantee.** The SF SPCA **does not guarantee the health, breed, size, temperament, training, behavior or age of the Animal** or its suitability for Adopter's lifestyle or household. The Adopter agrees to **keep the Animal separate from resident pets for the first seven (7) days** to avoid the risk of spreading illnesses and to help ease the transition into the new home.

**Expenses.** Unless otherwise specified in a written Commitment to Care provided to Adopter by the SF SPCA at the time of adoption, as of the Effective Date, **all of the Animal's veterinary expenses are the sole responsibility of Adopter.** The Adopter acknowledges the Animal may have been exposed to shelter-related illnesses, and understands the risk to resident animals, and further agrees to maintain financial responsibility for all associated costs of care from the date of adoption onward regardless.

**Limits to Surrender.** Adopter is adopting the Animal only for the purposes of companionship and to become a lifelong part of Adopter's family. If, at any point, The Adopter finds that they need to return or surrender this animal, **The Adopter commits to relinquish back to the SF SPCA and not to any other shelter. Adopter understands that the SF SPCA accepts animal returns by appointment only [call (415) 554-3000] and during the SF SPCA's business hours.**

### No refunds are provided.

**Responsibility of Care.** The Adopter agrees to provide proper and sufficient food, water, shelter and identification for the Animal and to meet the Animal's exercise and training needs. The Adopter further commits to using only positive, humane methods of training and handling during the Animal's lifetime. For the avoidance of doubt, this means that the Adopter will never use prong, choke or shock collars or other punishment-based equipment for the Animal or partake in any training that involves punishment, pain or fear. The Adopter will not declaw the Animal. The Adopter agrees to provide routine, urgent or emergency care for the Animal, and maintain financial responsibility for all costs incurred through guardianship of the Animal.

**Sharing Notice.** Adopter agrees that the SF SPCA may, from time-to-time, make certain personal information (data that can be used to uniquely identify or contact Adopter, such as name, mailing address, email address or phone number) available to its trusted partners (for example, Maddie's Fund, Pethealth Inc. or Nestle Purina PetCare Company) in order to provide products, services or support to the SF SPCA or its clients (for example, microchip processing or adoption satisfaction surveys). Client privacy is very important to the SF SPCA, and personal information will be handled in accordance with the SF SPCA's and its partners' respective privacy policies.

**Media Release.** Adopter grants to the SF SPCA permission to use Adopter's (and/or the Animal's) name, likeness and/or statements provided by Adopter or captured of Adopter (and/or the Animal) in photographs, audio, video, film or other media to promote the SF SPCA's services and programs or to publicize any event or for any other lawful purpose (including the right to edit, alter, copy, publish or distribute such photographs or video). Adopter understands and agrees that all film, audio, prints and negatives become the sole property of the SF SPCA and may be used without payment or royalties or any other consideration or prior notification.

*Waiver and Release.* Adopter (on Adopter's own behalf and on behalf of his/her heirs, personal representatives, successors and assigns) assumes all risks and responsibilities associated with the ownership of the Animal (including risk of serious injury, death or property damage), and expressly waives and relinquishes, completely releases and forever discharges and further agrees to indemnify and hold harmless the SF SPCA, together with its directors, officers, employees, volunteers, agents, and assigns (collectively, "Representatives"), from any and all claims, rights, liabilities, damages, expenses, fees (including veterinary and attorneys' fees) and causes of action of any kind whatsoever, which Adopter now has or later may have against the SF SPCA and its Representatives, in any way resulting from, arising out of or in connection with ownership of the Animal, including those attributable to the negligence or carelessness of the SF SPCA. Adopter waives and relinquishes all claims and benefits from any statute that would negate or limit the scope of this release and indemnification provision, including California Civil Code §1542, which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

*General Provisions.* This Agreement shall be interpreted in accordance with the laws of the State of California, and Adopter agrees that all disputes shall be resolved or adjudicated in San Francisco County. If a provision of this Agreement is deemed void, invalid or unenforceable, such provision shall be considered severed from the Agreement and shall not affect the validity or enforceability of any other provision. This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter herein and supersedes all prior understandings, discussions, representations, warranties and agreements between the parties, whether written or oral.

By signing this Agreement, Adopter hereby agrees to, acknowledges and gives Adopter's consent without reservation to the above terms and conditions, as of the Effective Date detailed above.

Adopter Signature: \_\_\_\_\_

SAMPLE