

GREAT LAKES BENGAL RESCUE ADOPTION AGREEMENT

This **ADOPTION AGREEMENT** (this "Adoption Agreement"), is made and entered into on this _____ day of _____, 20____ by and between Great Lakes Bengal Rescue ("GLBR"), an Indiana Domestic Nonprofit Corporation, a 501(c)(3) organization, with its principal place of business at 10720 Hite Creek Road, Louisville, Kentucky 40241 and, ("You" or "Adopter"). GLBR and Adopter are also sometimes each referred to as a "Party" and together as "Parties."

WITNESSETH

WHEREAS, GLBR is a nonprofit organization dedicated to rescuing and finding permanent homes for Bengal and Bengal mix cats; and

WHEREAS, Adopter wishes to adopt the cat ("Cat") from GLBR as referenced and described in Exhibit A (the "Adoption Application"); and

WHEREAS, GLBR wishes to adopt the Cat to Adopter, pursuant to the terms and subject to the conditions set forth in this Agreement.

NOW, WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONDITIONS**. Any one breach of the foregoing conditions will be considered a material breach of this Agreement.

_____1.1 **INDOOR COMPANION ANIMAL**. Adopter hereby agrees that the Cat is/are being adopted as companion animal(s) and for no other purpose. Adopter agrees to keep the Cat indoors and not allow the Cat to roam freely outside. Adopter further agrees never to abuse or neglect the Cat or allow the Cat to be abused by others.

_____1.2 **FOREVER HOME/SURRENDER TO GLBR**. Adopter hereby agrees to provide a forever home to the cat(s). However, in the event the Cat must be re-homed, the Adopter will immediately contact and surrender the cat to GLBR. Adopter thus agrees never to place the Cat in a shelter, humane society, or other rescue organization. Adopter agrees never to sell or give the Cat away.

_____1.3 **FAILURE TO CONTACT GLBR FOR SURRENDER**. Contacting GLBR to surrender the cat will not be considered a breach of this Agreement, however, failing to contact GLBR and giving or selling the Cat to anyone other than GLBR will be a material breach of this Agreement.

_____1.4 **CARE**. Adopter hereby agrees to provide a safe and loving home for the cat(s). Adopter further agrees that the Cat will be provided routine veterinary care as necessary and a balanced diet. Adopter further agrees to provide adequate and appropriate bedding, climbing trees, toys, etc.

_____1.5 **NO DECLAWING**. Adopter hereby agrees never to declaw or allow the Cat to be declawed.

_____1.6 **NO WARRANTIES EXPRESS OR IMPLIED.** Adopter understands that the Cat is/are a rescue animal and that the age and health condition may be difficult to determine. Adopter assumes the risk of adopting this cat and understands no warranties express or implied are made.

_____1.7 **MICROCHIP.** The Parties agree that registration of the microchip implanted in the Cat will remain in the name of Great Lakes Bengal Rescue as the primary contact and Adopter will be added as a secondary contact. This will remain as such for the life of the Cat.

2. **EQUITABLE REMEDIES.** The Parties acknowledge that money damages may not be an adequate remedy for breach of this Agreement because of the difficulty of ascertaining the amount of damage that may be suffered in the event of such breach. Therefore, each Party shall be entitled to seek equitable relief, including injunctive relief, without the need to post bond, and specific performance, in the event of any breach or threatened breach of the provisions of this Agreement by the other in addition to all other remedies available at law or in equity.

3. **ASSIGNMENT.** Adopter may not assign any rights or delegate or subcontract any obligations under this Agreement. Any attempted assignment shall be void and of no effect. GLBR may freely assign its rights and obligations under this Agreement at any time. Subject to these limitations, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the Parties hereto and their respective successors and permitted assigns.

4. **JURISDICTION.** This Agreement will be governed by, performed under, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles or those of any other jurisdiction. Each of the Parties irrevocably and unconditionally confirms and agrees that it is and shall continue to be subject to the jurisdiction of the courts of Jefferson County, Kentucky, and subject to service of process in the Commonwealth of Kentucky. Each of the Parties hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the courts of Jefferson County, Kentucky, for any actions, suits, or proceedings arising out of or relating to this Agreement or the transactions contemplated by this Agreement and agrees not to commence any litigation relating thereto except in such courts.

5. **LEGAL FEES.** Parties hereby agree that if Adopter breaches this Agreement and GLBR must pursue remedies hereunder, Adopter is solely responsible for any legal fees incurred by both Parties.

6. **WARRANTIES.** GLBR HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY EXPRESS OR IMPLIED WITH RESPECT TO THE CAT DESCRIBED IN EXHIBIT A.

7. **NO LIABILITY.** Adopter hereby agrees that upon execution of this Agreement GLBR has no further financial or legal liability as relates in any way to the Cat including but not limited to damage to any person(s) or property.

8. **NOTICE.** All notices to be delivered under this Agreement shall be in writing and will be deemed properly given when (i) delivered to a designated representative of the Party entitled to receive the notice, or (ii) two (2) days following the date upon which such notice was sent in writing to a Party. Unless changed by written notice given pursuant to this Section 5, the respective addresses of the Parties to which notices are to be delivered under this agreement are as follows:

If to Great Lakes Bengal Rescue:

Great Lakes Bengal Rescue

ATTN: Susan Saunders

10720 Hite Creek Road

Louisville, Kentucky 40241

502-494-8669

Info@greatlakesbengalrescue.com

If to Adopter:

SIGNATURES

To evidence the Parties' Agreement to the provisions contained herein, the Parties have executed and delivered this Agreement on the dates set below his/her signatures, but as of the Effective Date.

GREAT LAKES BENGAL RESCUE

ADOPTER

Date

Printed Name

Signature

Date

Printed Name

Signature

Date

Printed Name

ADOPTION AGREEMENT EXHIBIT A

Information about Cat:

Name: Gender: male/female
Breed: Bengal Color: brown/leopard spotted
Date of Birth: (Approximate):
Adoption fee: \$250

Information about Cat:

Name: Gender: male/female
Breed: Bengal Color: brown/leopard spotted
Date of Birth: (Approximate):
Adoption fee: \$250

_____ Mr. Red & Choco, a bonded pair, must be kept together. Adopter agrees the cats won't be separated. Should one need to be returned, both cats must be returned to the rescue. If one cat is rehomed & the rescue becomes aware, the other cat will be removed from adopter's home at adopter's cost as well as the cost for the rescue to retrieve the rehomed cat .

