

## HOME TRIAL AGREEMENT

### (EXAMPLE)

This contract is made on the above date between the Rushville Animal Shelter (hereinafter referred to as "Animal Shelter") and the above stated potential adopter. By signing below, I, the potential adopter, acknowledge receipt from the Animal Shelter of the above listed animal. In addition, I acknowledge that I am at least 18 years of age and agree to be bound by and to comply with the following terms and conditions.

1. I understand the animal may have undiagnosed medical problems or may be incubating an infectious condition. I accept responsibility for having the animal examined and treated by a veterinarian. I understand that the Animal Shelter will not provide further assistance with diagnosis and management of the animal.
2. I understand that the information provided to me about the animal may have been received by the Animal Shelter from third parties and that the Animal Shelter does not warrant the accuracy or correctness of such information
3. I understand that animals can be unpredictable, and the Animal Shelter cannot anticipate or insure against unexpected conduct of animals adopted from the Animal Shelter. I acknowledge that the Animal Shelter has not made through its agents, volunteers, or employees, any warranties regarding the present or future condition, temperament, or conduct of the animal. I hereby fully and completely release, indemnify, and hold harmless the Animal Shelter, its directors, officers, volunteers, agents, servants, and employees from any claim, cause of action, or liability of any sort of nature, whether known or unknown, directly arising out of or in connection with the adoption, care, or ownership, maintenance, retention, temperament, conduct, or condition of the animal.
4. I will at no time assert any claim, charge, or demand of any kind or nature against the Animal Shelter for any charges which may have been incurred by me, including veterinarian fees, in connection with the animal.
<b>In case of medical emergency:</b> Call the Animal Shelter at 765-932-4754 during hours. IF after hours call the Rushville Police Dispatch at 765-932-3907; let them know you are doing a home trial with a shelter animal, the animal is injured/ill and you need someone on call to contact you immediately. <u>All emergency vet care has to have prior approval of the Director</u> , otherwise you as the potential adopter will be financially responsible for the unapproved emergency care. <u>We reserve the right to make all decisions, including euthanasia up until the animal is officially adopted - you as the potential adopter have the option to do an immediate adoption to have full decision rights for the animal.</u>
<b>In case of other emergency:</b> IF a situation arises that would place other animals, the shelter animal, and/or people in harm and there is absolutely no option available to keep everyone safe and separate, call the Animal Shelter at 765-932-4754 during hours. IF after hours call the Rushville Police Dispatch at

765-932-3907; let them know you are doing a home trial with a shelter animal and you need someone on call to contact you.

**Lost Animal:** IF an animal goes missing, you must contact the Animal Shelter immediately. Call the Animal Shelter at 765-932-4754 during hours. IF after hours, leave a VM or let us know through Facebook Messenger on our page. If you are outside of Rush County, please let your local Animal Control know about the missing animal. ALL animals leave with a microchip.

**Non-Emergency/Questions:** You can call us at 765-932-4754 or reach us through Facebook Messenger on our page

**To Return the Animal:** Animals can be returned during our visiting hours. Please make sure any supplies, such as leashes or collars are returned with the animal. You can return the animal at anytime during your home trial. Also keep in mind we will ask about how the animal did in the home, such as potty training, crate training, etc.

**To Adopt the Animal:** All animals are microchipped prior to leaving. We do not need the animal to return to complete the adoption, only you. The adoption can be completed during visiting hours at anytime during your home trial. We accept cash, card and check for the adoption fee.

**End Date:** The dated listed at the beginning of this agreement is the last day of the home trial. You have until 11:59 pm on that day to make your decision to adopt or return. If the End Date is on a Saturday, you will have until Monday to make a decision. Any extension of time will need to be approved by the staff prior to the End Date.

**Failure to Return or Adopt:** IF you fail to return the animal by the End Date (unless prior approval for extension) and you fail to complete the adoption you will be considered as agreeing to all terms of the adoption contract. If an adoption fee is due with the adoption, you will be responsible for the adoption fee and any fees incurred by the Rushville Animal Shelter and/or the City of Rushville to obtain that payment.

This contract may be specifically enforceable by the Animal Shelter through judicial proceedings, including the right of the Animal Shelter to recover the animal due to any breach of any terms of the contract. I hereby agree that in the event I breach this contract the Animal Shelter files suit to enforce this contract or to defend any claim under this contract, that I will pay any court costs and attorney's fees incurred by the Animal Shelter in connection herewith