

ADOPTION CONTRACT

For and in consideration of the Adoption fee provided below, paid by Adopter as signed below to Whimsy's Menagerie & Chinchilla Rescue, receipt of which is hereby acknowledged, the parties agree as follows:

_____ I understand that once adopted, Whimsy's Menagerie & Chinchilla Rescue and all who gave prior care are not liable or responsible for any illness/injury to this animal.

_____ I agree to provide adequate food, water, shelter, supplies, care, affection and attention for the animal and will take the wellbeing of this animal into consideration when making all personal housing or moving choices. In assuming responsibility for the above animal, I agree to never neglect, abandon or abuse it, nor will I allow it to be abused by any other person or animal. I agree to seek necessary medical treatment should the chinchilla become ill or injured.

_____ I agree NOT to use this animal for breeding purposes, intentional or otherwise, and will not place him/her in a situation where an accidental breeding could take place. This includes the stipulation that no adoptive homes allowed with both male and female chinchillas unless waived by Whimsy on a case-by-case basis.

_____ If this animal is bonded to another at time of adoption, I agree to keep them housed together unless a fight occurs to the point of bloodshed.

_____ I understand that Whimsy is authorized to remove from Adopter, this animal if he/she is not receiving proper care or is being denied veterinary care, or if there has been any violation of this contract or of any federal or state anti-cruelty laws.

_____ If Whimsy pursues any legal action for the enforcement of the terms herein or for breach of any payment due, Adopter will be liable as follows:

_____ For any and all damages; for all expenses Whimsy may incur for enforcement of any provisions herein, including any court costs and attorney's fees incurred. Adopter understands and agrees that this represents damages Whimsy's Menagerie & Chinchilla Rescue will be likely to incur in efforts to obtain a judgment against Adopter (including time and effort spent in case investigation, correspondence, filing suit, discussions with lawyers, case preparation and court attendance) and to collect such a judgment.

_____ This Contract is entered into and shall be construed under the laws of the Commonwealth of Virginia. The parties hereby agree that should any legal action become necessary to enforce any aspect of this Agreement, that the proper venue shall be the City of Virginia Beach, Virginia.

_____ I have read this Contract and will abide by its terms for the entire natural life of the chinchilla(s) named in this adoption contract. If I cannot keep the animal(s) FOR ANY REASON, or am unable to maintain any part of this agreement I will notify Whimsy to offer the Right of First Refusal. I understand there will be no monetary reimbursement. If I must give up my chinchilla(s), I am aware that all surrenders are final, and that Whimsy requires all surrenders come with their preapproved cage(s) and supplies.

_____ I certify that I am 18 years or older or that a parent/guardian is co-signing.

Name of Pet(s): _____ Gender: _____
Color: _____ Age or Birthdate: _____ Adoption fee: _____

Adopter's Printed Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Email: _____ Home Phone: (_____) _____ Alternate Phone: (_____) _____
Date: _____ Signature: _____

Signing this contract is acknowledgement that the adoption fee is non-refundable.