



Animal Care of Davis County

1422 East 600 North - Fruit Heights, Utah 84037
Telephone: (801) 444-2200 - TDD: (801) 451-3228 - Fax: (801) 444-2212

Animal Information:

Animal ID:	Breed:	Microchip:
Type:	Color:	Weight:
Age: No Age	Date of Birth: Unknown	
	Sex:	

The Above-Described Animal Shall Be Referred to in this Agreement as the "Animal."

THIS ANIMAL ADOPTION AGREEMENT (this "Agreement") is made and entered into by and between Davis County ("County"), a political subdivision of the State of Utah, and the following person or entity who shall be called the "Adopting Party" in this Agreement:

Print Name:	Person ID:	
Address:	Email Address:	
City, State Zip:	Phone:	Alt Phone:

Davis County and the Adopting Party may be referred to collectively herein as the "Parties."

RECITALS

The Parties recite and declare:

- A. County desires that the animals that it cares for at the Davis County Animal Care and Control Shelter (the "Shelter") be placed with an adopting party who will properly and lawfully care for the animals in lieu of less desired alternatives;
- B. The Adopting Party desires to gain ownership of the Animal by adopting it from Davis County; and
- C. The Adopting Party desires to care for the Animal in a proper and lawful manner.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

- 1. Ownership of the Animal.** The Parties acknowledge, understand, and agree that, if the Animal has been previously sterilized or sterilization is not applicable, then upon the execution of this Agreement by the Parties, County hereby transfers and/or conveys all of its right, title, ownership, and/or interest in and/or to the Animal to the Adopting Party. The Parties acknowledge, understand, and agree that, if the Animal has not been sterilized at the time of the execution of this Agreement, then County transfers and/or conveys all of its right, title, ownership, and/or interest in and/or to the Animal to the Adopting Party upon completion of sterilization and the Adopting Party takes possession of the Animal. The Parties further acknowledge, understand, and agree that County is providing the Animal to the Adopting Party "as is" and County does not make any warranties, express or implied, regarding the Animal. The Adopting Party acknowledges and understands that the Animal has been housed in a kennel environment that may harbor communicable diseases such as upper respiratory infections, and that there is a high likelihood that the Animal has been exposed to said diseases. County has administered applicable preventions and treatments to the Animal, and the Adopting Party acknowledges that all further care is the sole responsibility of the Adopting Party. It is expressly understood and agreed that the provisions and promises of this section shall survive the termination of this Agreement.
- 2. Consideration.** The Adopting Party agrees to pay County an adoption fee, as determined by County, in exchange for County transferring and/or conveying all of its right, title, ownership, and/or interest in and/or to the Animal to the Adopting Party. **Once the adoption fee is paid by the Adopting Party to County, the fee is nonrefundable. In addition, Adopting Party agrees to provide the Animal, at the Adopting Party's sole cost and/or expense, with proper and adequate food, water, and shelter and otherwise care for the Animal in a manner consistent with applicable law.**

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- 3. Liability.** The Adopting Party acknowledges, understands, and agrees that, after this Agreement is executed by the Parties, the Adopting Party shall be fully responsible for the Animal and its actions and/or conduct including any harm, damage, or otherwise caused by or arising from, relating to, or in connection with the Animal. It is expressly understood and agreed that the provisions and promises of this section shall survive the termination of this Agreement.
- 4. Hold Harmless/Indemnification and Release/Discharge.** The Adopting Party acknowledges, understands, and agrees that in caring for the Animal there is a risk of injury, including, but not limited to, physical harm to the Adopting Party and others. Based upon the foregoing, the Adopting Party agrees and promises to indemnify, defend, and hold County and County’s officers, officials, employees, agents, representatives, contractors, and volunteers (“County’s Representatives”) harmless and release and discharge County and County’s Representatives of, for, and from any liability, costs, or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, including, but not limited to, all claims of relief which can be set forth through a complaint or otherwise that may be caused by or arise from, relate to, or are in connection with the Animal, or the Adopting Party’s acts or omissions, negligent or otherwise, and/or the Adopting Party’s officers, officials, employees, agents, representatives, students, members, contractors, and volunteers (the “Adopting Party’s Representatives”). No term or condition of this Agreement shall limit or waive any liability that the Adopting Party or the Adopting Party’s Representatives may have as a result of the Animal or the Adopting Party or the Adopting Party’s Representatives’ own actions or omissions, negligent or otherwise, or in relation to the Adopting Party or the Adopting Party’s Representatives’ obligations under the terms of the liability and indemnification provisions of this Agreement. It is expressly understood and agreed that the provisions and promises of this section shall survive the termination of this Agreement.
- 5. Public Relations.** The Adopting Party acknowledges, understands, and agrees that public relations are an important part of County’s animal adoption program. The Adopting Party agrees to allow County to use any photographs or other documentation or information taken of or provided by the Adopting Party to be used in County’s public relations efforts. Although County will attempt to use reasonable efforts to notify the Adopting Party before using such photographs, documentation, and/or information, the Adopting Party acknowledges, understands, and agrees that County has no obligation to notify the Adopting Party prior to using such photographs, documentation, and/or information, and the Adopting Party hereby releases and discharges County of and from any claims, liability, or otherwise arising from, relating to, or in connection with County’s use of such photographs, documentation, and/or information. The Adopting Party acknowledges, understands, and agrees that the Adopting Party may refuse to be photographed and such refusal will not impact the Adopting Party’s ability to participate in County’s animal adoption program. It is expressly understood and agreed that the provisions and promises of this section shall survive the termination of this Agreement.
- 6. Waivers or Modification.** No waiver or modification of any of the provisions of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar; nor shall any such waiver or modification constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released orally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
- 7. Binding Effect; Entire Agreement; Amendment.** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Agreement represents the entire understanding between the Parties with respect to the subject matter herein, and there are no written or oral agreements between them which are not set forth herein. Neither this Agreement nor

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such dispute shall be awarded its attorneys' fees.

Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Authorization. The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the dates indicated below.

DAVIS COUNTY	
By: <i>Ashleigh Young</i>	By: _____ Date: _____
Ashleigh Young Director, DCAC & Control	Print Name: _____
Date: _____	Address: _____
	City, State Zip: _____
	Email Address: _____
	Phone: _____ Alt Phone: _____