



Feline Adoption Agreement

NSC Post Office Box 1505
Wheat Ridge, CO 80034
720.514.2537
www.NSCrescue.org

This is an agreement between the adopter _____ and Nikeno's Second Chances, Inc. (NSC).

Animal's Name: _____ Age: _____ Microchip #: _____

Breed: _____ NSC Tag #: _____

Sex: Male Female Altered: Yes No Rabies Tag # (if applicable): _____

The following representations and conditions apply to the aforementioned animal. Please read carefully as by signing this document you indicate you understand and agree to comply with each item listed.

- ___ There is no guarantee of health, temperament, breed or age of the animal you are adopting, and you release NSC from any claims of liability. We will do our best to give the most accurate information possible, and you will be given any information we have on this animal (which may be limited), including what has been done while in our care.
- ___ I further acknowledge that not all animals are suited to small children, and I have taken that into consideration in my selection of this animal. I agree to take all necessary precautions to protect the health, safety and welfare of any human beings that may come into contact with this animal, and I agree to indemnify NSC against any and all claims related to this animal and from the conduct of this animal.
- ___ I agree to keep the animal in good health, including exercise to maintain proper weight. I will provide routine health care including, but not limited to, vaccinations, internal and external parasite prevention, and general visits to the vet to insure proper maintenance.
- ___ If for whatever reason I cannot keep the animal, NSC reserves the first right to reacquire the animal. Any expenses shall be paid by the owner.
- ___ I understand that after I have taken possession of this animal, \$35 of my adoption fee is no longer refundable. I also understand that after I have had possession of the animal for 10 business days (which is considered the trial period), my adoption fee is no longer refundable and will be considered a contribution to be used at the discretion of NSC for the furtherance of charitable purposes.
- ___ I am aware that an NSC representative may require a home visit to insure the well being of both the animal and the family members.
- ___ Animals are not to be left outside unsupervised, unless otherwise agreed upon. The animal will also sleep indoors at night.
- ___ NSC will repossess the animal if there is any evidence of neglect or abuse, or if NSC feels that the home is not in the best interest of the animal or the owner.
- ___ I agree not to declaw (either partial or full) unless I have first contacted NSC and it is determined there is no other humane option available.
- ___ I understand that if I am adopting an unaltered animal that I will have my animal spayed/neutered within three months of acquiring it, and that I am responsible for making and keeping the appointment.
- ___ I understand that the spay/neuter will be done at Table Mountain Vet Clinic (303-279-1701) and is covered by my adoption fee to NSC. I can choose to have my animal spayed/neutered at the vet of my choice, but it will be my responsibility to pay for the procedure, as well as provide NSC with a certificate of sterility.
- ___ I understand that my animal has had its initial vaccinations, but I am responsible for any remaining vaccinations, including rabies. If the animal being adopted is under 6 months of age, I understand that more vaccinations may be required in the next few weeks and that I will provide these vaccinations at my own expense.
- ___ If, during my trial period any medical issues arise, I am entitled to surrender the animal to NSC for treatment, but cannot be reimbursed for any expenses incurred to any outside facility.
- ___ This contract may be specifically enforceable by NSC through judicial proceedings, including the right to recover the animal due to any breach of this contract. The individual hereby agrees that in the event of a breach of this agreement, whether or not litigation is commenced, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs.
- ___ There is a \$35 fee for any returned checks. If payment is not rectified within 10 business days, the animal will be repossessed.

In consideration of my acceptance of assuming ownership of the aforementioned animal from NSC, I hereby release and discharge, indemnify, defend and hold harmless, NSC and its Board of Directors, Clearwater Dog Training and Denver Sports Center, their officers, employees, agents, members and other individuals and entities contributing support, from any liability for damage to or loss of personal property, sickness, injury from whatever sources, legal entanglements, imprisonment, death, loss of money, etc. which may occur as a result of my adoption. My participation is strictly voluntary and I assume all risks inherent and unforeseen. I have read and fully understand the terms and conditions of this release. I further understand that these provisions are binding and enforceable by law.

I have read, understand and agree and to the provisions of this contract.

Applicant's Signature	Date
Printed Name	Driver's License #
Address	Home Phone
City, State, Zip	Cell Phone
E-mail	Work Phone

For Office Use Only

Representative	Date
<input type="checkbox"/> Kittens (under 20 wks) \$85 Paid by: <input type="checkbox"/> Cash <input type="checkbox"/> Visa/MC (\$5 fee) <input type="checkbox"/> Check # _____ (\$35 fee for returned checks) <input type="checkbox"/> Cats (over 20 wks) \$70 PetSmart Adoption Partner <input type="checkbox"/> Store #226 ID #6596	

INSTRUCTIONS

Activation process

Clinic/Shelter Only: To be completed by staff.

Membership Activation: Check the activation box and enter promotion code if available.

Pet/Primary Contact Information: Complete pet and primary contact information.

Employee ID: Complete staff member ID if clinic is participating in the staff incentive program.

Payment Options: • Select method of payment.

- Enter credit card information.
- If billing and mailing information are the same, please check box.
- If check option is selected, make check payable to HomeAgain. Do not send cash.

Completing the activation form

Sign and print name.

Send completed activation form and payment (if applicable) in pre-paid envelope.

TERMS AND CONDITIONS

By enrolling in the HomeAgain® pet recovery service (the "Service") offered by Schering-Plough HomeAgain LLC ("Schering"), you agree to abide by these Terms and Conditions (the "Agreement"):

1. You authorize Schering to charge your credit card automatically for all fees incurred through your use of the Service, including recurring annual membership fees. If Schering does not receive payment from the issuer of your credit card, you agree to pay all amounts due upon demand directly to Schering, and Schering may suspend or terminate your membership if you fail to pay. If you supply a promotion code for a discounted membership fee, Schering will determine your eligibility for such discount, which determination shall be in Schering's sole discretion. If Schering determines that you are ineligible for the discounted membership fee, you will be charged the non-discounted membership fee stated on the authorization form. **You understand that, once charged, membership fees for the Service are non-refundable.**
2. Schering is not responsible for the accuracy of any medical information provided by any veterinarian or clinic, posted on the HomeAgain® website, or obtained from the petID or other media associated with the Service.
3. **Schering disclaims any warranties, express or implied, including implied warranties of merchantability or fitness for a particular purpose, with respect to any aspect of the Service. Schering reserves the right to modify or terminate the Service at any time, without prior notice.**
4. This Agreement is subject to the laws of the State of New Jersey. **If there is any dispute concerning this Agreement or your use of the Service, you and Schering agree to submit the dispute to non-binding mediation, followed by binding arbitration, under the rules of the American Arbitration Association.**

PRIVACY POLICY

Schering-Plough Home Again LLC is committed to protecting your privacy. This policy, effective August 1, 2006, describes the ways in which we collect, use, and disclose personal information.

Personal Information Collected. We will collect personal information about you – including your name, phone number, and billing information – when you register for the Service. We also will collect information about you and your pet, including pet medical information, through other sources, such as your veterinary clinic. In addition, we will collect, store, and use the information you provide about you and your pet when you contact our customer support or initiate other transactions on our website.

Other Information Collected. When you visit our website, we also may collect non-personally identifiable information using cookies and other similar technologies to help us keep track of your interactions with our website and to offer you a more personalized experience.

Use of Information. Your information may be used to:

- Provide you with the products and services you request;
- Notify you about products and services offered by us or selected business partners;
- Help us customize and personalize our websites; develop new products and services; and improve the quality of our website and the services we offer.

Disclosure of Personal Information. We may share your information only in limited circumstances, including:

- With business partners who provide the services and products offered by Schering and are governed by confidentiality restrictions (for example, pet recovery service, 24/7 emergency medical service, access to online medical information, order fulfillment, credit card processing, etc.);
- To respond to subpoenas or other legal process, and to exercise our legal rights;
- In order to investigate, prevent or take action regarding illegal activities, or as otherwise required by law; and
- In connection with a corporate transaction, such as a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

Your rights and choices. You have the right to receive a copy of the personal information you provide, and to correct or update that information. You also may choose to stop the delivery of promotional email messages by following the instructions in any such email we send you. You also may instruct us to remove you from programs to which you have subscribed; however, we will retain basic information about you and your pet (such as chip ID#, name of pet, and your contact information) in our database.

Security. We maintain appropriate technical, administrative and physical procedures to protect personal information from loss, misuse, or inadvertent destruction.

Changes to this Privacy Policy. We may update this privacy policy in the future. We will notify you about material changes to this policy by sending you notice by email or direct mail, or by placing a prominent notice on our website.

Comments/Questions. If you have any questions about this privacy policy, please contact us at:

Global Privacy Officer, Schering-Plough Corporation, 2000 Galloping Hill Road, Kenilworth, New Jersey 07033. Email: privacyoffice@spcorp.com