

Adoption Contract
Feathered Family Inc.



Adopter's Name ("Adopter") _____ Street Address _____
City, State, Zip Code _____
Telephone (Home) _____ (Work) _____
E-Mail _____
Name of Bird ("Bird") _____ Species _____ Band # _____
Approximate Age _____ Gender (if known) M F Hatch Date (if known) _____

**This Contract is entered into on the _____ day of _____,
20____ by Feathered Family Inc. and _____
("Adopter"):**

Feathered Family agrees to provide for the adoption of, and Adopter agrees to adopt the Bird described above according to the terms and conditions set forth herein:

The Bird Adopter is adopting has been surrendered, abandoned, or in some way displaced. It may have been abused or neglected. There may only be limited, if any, information available regarding the Bird's previous environment. All available information and medical records have been provided to Adopter. Feathered Family does not guarantee, nor is it responsible for the temperament or health of this Bird, other than as is separately set forth in this Contract.

1. Adopter agrees that he/she will NOT breed the adopted Bird, and will NOT sell or otherwise transfer ownership of the Bird under any circumstances. Adopter will NOT release the Bird into the wild and will take all appropriate measures to prevent the escape of the Bird to include keeping the Bird's wings clipped sufficient to prevent flight. Adopter agrees to notify Feathered Family immediate in the event the Bird should accidentally escape into the wild.
2. Adopter agrees to accept this Bird as a companion animal to live in Adopter's home. Adopter agrees to keep this Bird in a cage having minimum dimensions of Width _____" x Depth _____" x Height _____" and to provide this Bird with adequate toys and perches. Adopter agrees to provide the Bird with appropriate exercise for his/her species and to provide the Bird with a healthy and varied diet to include clean, fresh water at all times. Adopter agrees to maintain a tobacco-smoke and toxin free environment inside the home where this Bird will be housed. Adopter agrees to obtain pertinent information regarding the proper care of this Bird and to seek assistance from appropriate resources, including Feathered Family, as needed. Adopter accepts the Bird with the understanding that the Bird may have certain behavior problems and Adopter agrees to work with the bird in a gentle, non-threatening manner to help modify any negative behavior. Adopter agrees to seek the assistance and advise of avian professionals when necessary. Adopter understands that some negative behaviors may never be completely corrected.
3. Adopter agrees to have this Bird checked by a licensed veterinarian specializing in Avian medicine, within ten (10) days of adoption. If the veterinarian finds any life-threatening condition within ten (10) days of adoption that was present at the time of adoption, Adopter may return this Bird to Feathered Family for a refund of the adoption fee that was paid to Feathered Family at the time of adoption, provided that written documentation is furnished by an avian veterinarian, and provided this Bird is returned to Feathered Family no later than fifteen (15) days after adoption.

Adopter acknowledges and agrees that Feathered Family will not refund to Adopter any veterinary expenses paid to a veterinarian at any time after the date of adoption of this Bird.

4. Adopter understands that avian medicine is a relatively new discipline, and that it is possible for a Bird to be a carrier of, or infected with, a disease that is undetectable using the current tests and tools available to avian veterinarians. Feathered Family is not responsible for any incidence of disease in the adopted bird detected or diagnosed more than ten (10) days after the adoption. Feathered Family is not responsible for any incidence of disease in other birds in Adopter's home detected or diagnosed any time after the adoption of a Bird from Feathered Family.
5. Adopter understands that it is his/her responsibility to quarantine any adopted Bird brought into his/her home for not less than ninety (90) days, or as is recommended by an avian veterinarian treating the adopted Bird. This quarantine period is for the protection of the adopted Bird as well as the protection of any other birds in Adopter's home. Adopter understands, however, that no period of quarantine can insure against the spread of any disease and accepts full responsibility for bringing the Bird into his/her home.
6. Adopter shall allow Feathered Family the right to examine and make inquiry about this Bird **at any reasonable time**. Adopter shall return this Bird to Feathered Family if Feathered Family determines that this Bird is not receiving proper care.
7. Adopter agrees that, if at any time Adopter is unable to keep and properly care for this Bird, Adopter shall contact Feathered Family for its sole determination as to the disposition of this Bird. Adoption fees are not refundable under any circumstances, except as provided in paragraph 3 of this Adoption Contract.
8. Adopter agrees to comply with the laws and ordinances enforced in the state and municipality in which Adopter resides. Adopter agrees that he/she will not take this bird into or through any state where it's presence or possession is prohibited or restricted by state statute without first obtaining the written permission or required permit of a state official having the authority to issue such permission/permit.
9. Failure to comply with any numbered clause of this Contract constitutes a breach of this Contract for which the Adopter agrees to pay liquidated damages of One Thousand Dollars (\$1,000.00) and/or return of the Bird to Feathered Family. Adopter agrees to pay reasonable attorney's fees and court costs in the event this matter is referred to an attorney for legal action. Adopter agrees that Colorado law will govern this contract, and that any litigation arising under this contract will be brought in a court having jurisdiction within Colorado.
10. Adopter agrees to pay an Adoption Fee in the amount of \$ _____. Adopter acknowledges that the Adoption Fee is non-refundable except as stipulated in clause 3 above.

I, as Adopter of this Bird, certify that neither I nor anyone else in the household where this Bird will reside have ever been charged with or convicted of animal abuse or neglect in Colorado or in any other state.

I have read this Contract and agree to be legally bound by its provisions.

Adopter's Signature

Date _____

Adopter's Name(s) (PLEASE PRINT)

Feathered Family Representative

Date _____