



P.O. Box 697, San Jose, CA 95106 • Phone: 650-301-6521 • E-mail: mail@mickaboo.org • Website: www.mickaboo.org

## ADOPTION CONTRACT

Bird's Name: \_\_\_\_\_ Sex: M \_\_\_ F \_\_\_ Unknown \_\_\_ Species: \_\_\_\_\_

Leg Band Number(s): \_\_\_\_\_ Additional Description (if necessary): \_\_\_\_\_

This Contract is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Mickaboo Companion Bird Rescue, ("MCBR") and \_\_\_\_\_ ("Adopter").

MCBR agrees to provide for the adoption of, and Adopter agrees to adopt the Bird described above ("Bird") according to the terms and conditions set forth herein.

The Bird you are 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 you. MCBR 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. There will be an adjustment period. Remember to be patient, consistent and understanding.

1. I agree to give the Bird all the attention, affection, interaction, and mental stimulation appropriate to a highly intelligent social creature. I agree to treat my Bird like a treasured member of my family. I will feed the Bird a varied and healthy diet. I will provide the Bird with fresh water, a clean and roomy cage, and plenty of safe toys.
2. I will provide the Bird with a smoke free environment. I will refrain from using Teflon coated pots and pans because fumes generated by Teflon cookware may be hazardous to the Bird's health.
3. I will immediately take the Bird to an avian veterinarian at any sign of illness and for timely check ups. If veterinary care becomes a hardship that I cannot afford, I will immediately notify MCBR to arrange for the return of the Bird, rather than let the Bird suffer or die.
4. I understand that questions will arise as to the proper care of my Bird, and I agree to contact MCBR or an avian professional with these questions. I agree that it is in the best interest of my Bird to ask rather than to guess.
5. Euthanasia must first be discussed with and approved by an MCBR director prior to the procedure taking place. This requirement remains effective for the lifetime of the Bird.
6. I understand that birds are not domesticated animals like cats and dogs and that modifying certain behaviors may require training, expert advice, and patience. I agree to work with the Bird to modify such undesirable behaviors without the use of negative reinforcement or other methods, which may harm the Bird. I also understand that certain behaviors may never be entirely eradicated.
7. I agree not to breed the Bird.
8. I understand that birds have long lives and have made arrangements in the event that the Bird outlives me for return of the Bird to MCBR.
9. I will notify MCBR if I move or change telephone numbers.
10. If I rent my primary residence and the Bird I am adopting is larger than a cockatiel, then I have provided to MCBR a written authorization from my landlord along with a phone number where my landlord can be reached.

11. If for any reason, I am unable to keep the Bird, I will immediately notify MCBR and arrange for the return of the Bird to MCBR. I will not give the Bird to anyone else without the approval of MCBR. In addition, I will be responsible for any charges for shipping or any other expenses incurred while returning the Bird to MCBR.
12. I understand that birds sometimes show aggression and I fully release MCBR, its employees, agents, officers, volunteers, and directors from any and all liability for injuries to any person or pet occurring during my ownership of the Bird.
13. I understand that birds can be destructive and I fully release MCBR, its employees, agents, officers, volunteers, and directors from any and all liability for destruction of property occurring during my ownership of the Bird.
14. I understand that birds can carry diseases including psittacosis and avian tuberculosis that can be transmitted to humans, that some infections can be serious and, in rare cases, fatal. I understand that infected birds may not exhibit symptoms and that it is not always possible to recognize disease carrying birds.
15. I understand that immune compromised individuals are at higher risk for infection from disease carrying birds and that for this reason, MCBR recommends that such individuals not adopt birds. Compromised immune systems can result from SKIDS, AIDS, ARC, latent HIV infection, cancer, treatment with Cortisone, medication for organ transplant rejection, and chemotherapy treatment.
16. I fully release MCBR, its employees, agents, officers, volunteers, and directors from any and all liability for exposure to animal transmitted diseases and in the case that transmission occurs from the Bird adopted from MCBR.
17. I will allow MCBR to examine and make inquiry about the Bird at any reasonable time. I will return the Bird to MCBR if MCBR, in its sole discretion, determines that the Bird is not receiving proper care.
18. Failure to comply with paragraphs 1 through 10 and 16 of this Contract constitutes a breach of this Contract for which the Adopter agrees to pay liquidated damages of One Thousand Dollars (\$1000.00) and/or return the Bird to MCBR.

This agreement embodies the entire agreement and understanding between myself and MCBR and supersedes all prior agreements and understandings. Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally. Any such change, waiver, discharge, or termination may be effected only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge, or termination is sought. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision were not contained herein. If legal action is instituted due to any breach of this agreement, I agree to pay reasonable attorney's fees and court costs incurred by MCBR. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute one and the same instrument.

I understand that the adoption fee of \$\_\_\_\_\_ is for the Bird ONLY and does not include cage or other accessories.

As adopter of this animal, I represent that I have never been subject to legal action for cruelty to or neglect of animals. I further represent that I have never owned an animal which has been confiscated by any animal control or humane organization for violations of state or local animal control regulations or animal

I, as Adopter of this Bird, certify that I have never been charged with or convicted of Bird abuse or neglect in California or in any other state. I certify that no one in the household where this Bird will reside has been charged with or convicted of Bird abuse or neglect in California or in any other state.

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Adoption fee (a payment schedule is attached and constitutes part of this agreement): \_\_\_\_\_ \$

I would also like to make a tax-deductible donation in the amount of: \$ \_\_\_\_\_

**Total due:** \$ \_\_\_\_\_

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

Adopter's Signature \_\_\_\_\_ Date \_\_\_\_\_

Adopter's Name(s) (PLEASE PRINT) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

E-mail \_\_\_\_\_ Home # \_\_\_\_\_ Work # \_\_\_\_\_

MCBR Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

MCBR Representative Name (PLEASE PRINT) \_\_\_\_\_