



HEART HEALTHCARE & EMERGENCY ANIMAL RESCUE TEAM

a non-profit 501(c)(3) organization

"HELPING PROTECT PETS AND PEOPLE"

Deborah Kopit, CEO

Federal TIN: 45-2483357

P.O. Box 974, Yorba Linda, CA 92885

Tele: (714) 993-9193 Fax: (657) 444-2210

www.heart4pets.org heart4pets.info@gmail.com

AGREEMENT & WAIVER

I declare that I, _____, am the owner (hereinafter referred to as "Owner") of the pet described below (hereinafter referred to as "Pet"), that I am at least 18 years of age, and that I have legal right and authority to agree to the terms set forth in this document entitled "Safe Haven for Pets & Packs Agreement & Waiver (hereinafter referred to as "Agreement") which describes my rights and obligations under the Agreement. I understand this Agreement serves as a legal and binding document.

In my absence, I hereby authorize _____ as my "Representative" to act on my behalf for purposes of transporting Pet to and/or from the boarding facility/facilities described in this Agreement. I understand that Pet will not be released by HEART or by the respective boarding facility to anyone not authorized by me to transport Pet. In the event I decide to revoke my permission for any person to act as my Representative(s) or to add any other person(s) to act as my Representative(s), I understand that said changes must be provided to HEART in writing and that I must receive written confirmation of receipt by HEART of those revisions/changes.

I hereby authorize HEART - Healthcare & Emergency Animal Rescue Team ("HEART") to provide housing, medical care (preventive & treatment), spaying/neutering, microchipping, grooming, training, and/or transportation as available and as deemed needed or appropriate by HEART through its "Safe Haven for Pets & Packs" program (hereinafter referred to as "Program"), for my pet(s) (hereinafter referred to as "Pet") described as follows:

Name of Pet: _____ Dog Cat Breed: _____
Age: _____ yrs _____ mos Female Male Sterilized Intact
Color: _____ Microchip # _____

Name of Pet: _____ Dog Cat Breed: _____
Age: _____ yrs _____ mos Female Male Sterilized Intact
Color: _____ Microchip # _____

Name of Pet: _____ Dog Cat Breed: _____
Age: _____ yrs _____ mos Female Male Sterilized Intact
Color: _____ Microchip # _____

The maximum period of time for which boarding/care under this Program will be provided is **seven (7) days** which starts and includes the day the pet enters the boarding facility on _____. Owner understands that such housing, care, training, and/or transportation may be performed/provided at various locations which may be owned and/or operated by individuals or entities other than HEART and agrees and authorizes same.

Owner understands that Pet must be picked up by owner before **2:00 pm** on the last day of the time period stated above and that HEART must be notified at least two **(2) hours in advance** prior to picking up Pet.

Owner understands that in the event a longer period of time is needed for Pet to stay in the Program, Owner must request an extension of time from HEART, and it will be at the sole discretion and decision of HEART to grant such an extension of time. If granted, HEART shall provide notice of same in writing to Owner or to Owner's representative. Written notification is the only valid manner in which an extension will be granted. Owner understands that all terms and conditions contained in this Agreement, with the exception of the new extended boarding dates, shall apply and continue in full force and effect.

Owner understands that the Program is offered only to homeless pet owners and at no charge to Owner. Owner further understands and agrees that in the event any information was falsified by Owner on the Program Application or on this Agreement, including, but not limited to, false information concerning Owner's status of homelessness, this Agreement shall immediately terminate and become null and void. Owner shall be responsible for picking up Pet within **24 hours** of receiving notification (written or verbal) from HEART that Pet must be retrieved. Owner also understands that no other services of any kind will be provided for Owner at any time in the future.

Owner understands that if he/she fails to pick up Pet in a timely manner as stated in any of the preceding paragraphs, Pet may be considered abandoned, at which time HEART shall immediately and automatically gain full custody and ownership of Pet and is entitled to full legal rights to Pet which includes all decision making concerning Pet at that time and in and for the future. Owner shall not be entitled to compensation for Pet or any compensation involving Pet and waives any rights to pursue legal remedies against HEART under the circumstances stated in this paragraph.

Owner understands and agrees that Pet's entry and participation in the Program is at the sole discretion and decision of HEART and eligibility is contingent upon Owner's ability to meet certain requirements. Some, but not necessarily all, of those requirements include the following:

1. Pet must be clean;
2. Pet must be current on all vaccines required by HEART;
3. Pet must be free of parasites;
4. Pet must be spayed or neutered;
5. Pet must not have any contagious health condition;
6. Pet must be microchipped;
7. Pet must not be aggressive.

In the event any of the items listed in # 1 - 7 above are currently needed or may become necessary, HEART may:

1. Provide grooming of Pet;
2. Administer vaccinations to Pet as needed to keep Pet current on vaccines while in HEART's care;
3. Administer de-worming and flea & tick control medication to Pet as needed;
4. Spay/neuter Pet if Pet, upon entering the Program, it is not already spayed/neutered;
5. Treat Pet for any medical conditions which exist or may arise;
6. Microchip Pet & submit the microchip registration on behalf of Owner which may include HEART listed as an alternate contact;
7. Provide socialization and/or training assistance to Pet, to the best of HEART's ability, in an attempt to help bring Pet to an acceptable level of behavior.

In addition to the services listed in #1 - 7 in the above paragraph, HEART may, at its discretion, provide Emotional Support Animal ("ESA") Certification if Owner qualifies for this benefit under HEART's ESA Certification program. Owner understands that he/she must provide HEART with a valid signed letter, note, or prescription from his/her mental health care provider on that provider's letterhead, indicating the need for Owner to have an ESA. Upon receipt of that documentation and if Pet meets HEART's other eligibility requirements, HEART will issue an Attestation Letter and Pet Collar ID tag which identifies Pet as a certified ESA.

HEART, at its sole discretion, may also provide storage for a limited/small amount of Owner's personal belongings during Pet's participation in the Program if warranted by HEART. Owner understands that HEART is not responsible for the safety of those items stored; however, it is understood that those personal belongings will be kept inside an individual, private, locked container inside a commercial storage unit to which only HEART has a key and permission to access. Although HEART exercises precautionary measures to help ensure the safe storage of these items, Owner understands that HEART makes no guarantee or warranty that such belongings will not be damaged or stolen as a result of fire, flood, theft, or by other means which may be out of the control of HEART.

Owner understands that Pet may be moved to different facility or private home for foster care under the Program and that HEART will take precautionary measures and use good judgment to help ensure that a high standard of care shall be provided to protect the health, safety, and welfare of Pet at all times.

Owner understands that although HEART is not responsible for the exercise of Pet, HEART will make diligent effort to see that Pet is exercised and/or receives adequate playtime during Pet's participation in the Program. Exercise and playtime may be provided by boarding facility's staff, by HEART staff, or by an individual if providing foster care at a private residence.

In the event HEART learns that Pet is pregnant upon entering the Program and it appear past the first trimester of pregnancy; Pet will NOT be accepted into the Program or allowed to be boarded for any period of time. In the event Pet is pregnant but the pregnancy appears to be within the first trimester of pregnancy, HEART will spay Pet or have Pet spayed. Owner understands that spaying Pet will terminate the pregnancy. Owner further understands that once Pet enters the Program, it will not be released back to Owner until it is spayed/neutered.

Owner understands that he/she may arrange for visits with Pet; however, visits must take place in compliance with the respective boarding facility's rules, requirements, and/or policies. Owner understands that removing Pet from the boarding premises for visits, including taking Pet for walks, might or might not be permitted by the boarding facility and agrees to comply with the boarding facility's rules and policies.

Owner understands that if he/she removes or intends to remove Pet from the boarding facility for any reason at any time, whether while visiting with or for purpose of permanently removing/retrieving Pet, Owner must notify HEART prior to leaving the boarding facility premises with Pet.

Owner understands that if he/she removes Pet from the boarding facility for any reason at any time, Owner takes full responsibility and is fully liable for the safety and welfare of Pet and is responsible and liable if Pet causes injury or harm to other pets and/or humans with whom it comes in contact. Owner further understands that if he/she does not return Pet to the boarding facility before the time that facility closes for business on that day, Owner and Pet will automatically and immediately be removed/withdrawn from the Program and will lose all rights to further participate in the Program, and HEART shall have no further obligation for the care, control, or welfare of Pet.

Owner understands that if Pet is housed/fostered at a private residence, Owner might not be allowed visitation by that fostering person and that HEART does not have control over the decision whether or not to allow visitation by the fostering party. Owner further understands that the same terms and conditions which apply to boarding facility rules and policies as stated above shall also apply at an private foster's residence, with the exception that the fostering person shall designate a time which Owner must return Pet after removing it from that residence for a visitation.

Rude, disruptive, or aggressive behavior by Owner or Owner's representative(s) at, to, or in the presence of HEART's staff, boarding facility's staff, or person(s) providing foster care, will not be tolerated. Owner understands that such behavior will be cause for immediate termination of this Agreement.

Owner understands that non-compliance of any of the terms or conditions stated in this Agreement constitutes a breach of contract and a consequence of that breach shall be the immediate termination of this Agreement.

Owner gives permission for photos and video taping of Pet and Owner which may be used for identification, promotional, or other purposes, and understands that he/she is not entitled to any compensation for the use of such photos or video tape recordings.

Owner agrees that if any injury, damage or loss occurs to or is sustained by Owner or Pet while participating in the Program, Owner will not make any claim against HEART, its elected & appointed board and commissions, heirs, staff, employees, officers, agents, representatives, independent contractors, affiliates, associates, partners, colleagues, volunteers, individuals providing foster care, and/or any boarding facilities utilized by HEART, and Owner agrees to hold those entities and individuals free and harmless from any and all liability involving any reaction, illness, injury, damage or other loss which Owner or Pet may incur or sustain as a result of any treatment, care, service, transportation or handling of Pet at any time during Pet's participation in the Program or involving the Program at any time.

Owner further agrees to indemnify and hold harmless all entities and individuals mentioned in the above paragraph, from any and all liability, claims, suits or actions for damages of any kind, including attorneys fees and other expenses, sustained by any other person as a result of Owner's or Owner's Representative(s) actions or those of Pet's actions.

I, the undersigned, have read, fully understand, and agree to the terms and conditions in this Agreement.

Owner's Name

Owner's Driver's License # or Other ID

Owner's Phone #

Alternate Contact #

Representative's Phone #

Owner's Signature

Date