

Wings of Love Bird Haven, Inc. (2015)

Adoption Contract

Date of Application: _____

Name of Adoptive Parent: _____

Adoptive parents Address:

Email: _____

Home phone: _____

Cell Phone: _____

Work Phone _____

Adopters Driver's License Number: _____

Companion bird to be adopted: _____

Sex Male _____ Female _____ Unknown _____

Species: _____

ID# _____ Type of ID (band, chip...) _____

Bird has had the following test:

| Date: | Test: | Results |
|-------|-------|---------|
|-------|-------|---------|

Other- describe below

This contract is entered into on the _____ day of _____, _____ by Wings of Love Bird Haven, Inc. and _____. Wings of Love Bird Haven, Inc. agrees to provide for the adoption of, and adoptive parent agrees to adopt the companion bird described above according to the terms and conditions set forth herein. Also to be included in the contract is all the information that was filled out on the Online Adoption Application.

Many bird owners become disillusioned with the time and care that an exotic bird requires. This organization offers these owners an alternative to “passing the bird” to yet another possibly unsuitable situation. WOL Bird Haven, Inc. guarantees the continued care for the bird in a situation that will be the best for the individual bird. A home that is informed and committed.

WOL Bird Haven, Inc. is an outreach and placement program which locates, obtains and places into safe custody exotic birds which have been abandoned, mistreated, abused or are otherwise in need of a new home. Many of these birds have been shuffled from home to home all too often already. It is for this reason that we believe it is usually in the best interest of the birds we take in to bring them here to the Haven until they are able to be permanently adopted. During this time our qualified staff and volunteers will work with the bird and learn more about his needs for his future placement.

Congratulations on your decision to adopt a Haven bird into your home. Of course we will do everything we can to help this transition go smoothly both for you and the bird. The bird that you are adopting has been surrendered, abandoned, or in some way displaced. It may have been abused or neglected. WOL Bird Haven, Inc. 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 and understanding.

Given the nature of exotic birds and the commitment that you are now making, it is imperative that you acknowledge reading and agreeing to the following guidelines as set out in the training and related documentation.

Please initial beside each blank below after you have read and agreed to each.

_____ I, as the adoptive parent, have completed the Beginning Bird Care Training Class as offered by WOL Bird Haven, Inc. (This could consist of a guidebook, power-point or phone training or a combination of any of the previous.) This training class has been followed up with a 1-2 hour phone interview with a Wings of Love Representative as needed.

_____ I acknowledge that birds may be dangerous and that WOL makes no representation or warranty regarding any condition of a bird, including his/her health, temperament, or his/her propensity to bite. I hereby agree to hold harmless and indemnify WOL and its officers, directors, staff, and volunteers from any and all liabilities, claims, costs or actions including without limitation those arising from this contract, the use and possession of any WOL property or premises, or any relationship between WOL and me or any member of my family.

_____ I acknowledge and understand that WOL is a Texas non-profit corporation, and is operated for the benefit of exotic domestic birds. Further, all donations or monies paid to WOL are nonrefundable unless other listed specifically.

_____ I understand that as the adoptive parent of "said" bird, if I am unable to keep the bird, I will immediately notify WOL and arrange to return the bird to WOL. I agree to not give the bird to anyone else, sell the bird, or place the bird into the full time care of anyone else for a period of 3 years following the adoption date. I understand that WOL has full right to the bird if I am no longer able to care for him. Furthermore, I understand that if for any reason (other than sickness of the bird) that a bird has to be returned to the Haven the adopter will be asked to pay up to 125.00 for new testing if this bird has been around or exposed to any other birds during the time it was in your care. This includes having the bird taken back because of breach of contract or giving up the bird for any reason.... even if to trade for another bird.

_____ I agree to have the bird checked by a Qualified Avian Vet within 3 weeks of the adoption. I understand that a list of vets who do have good number of bird patients are found on www.aav.org, However, not all vets listed on the AAV website are actually CERTIFIED avian vets. Avian Certified Vets will have the word "diplomat" after their name on the website. They have extra training and certification to do bird care.

_____ I understand that if a Qualified Avian Vet finds any life-threatening condition within 21 days after the adoption, I may return the bird to WOL for a full refund of the adoption fee provided that written documentation is furnished by the Qualified Avian Vet, and provided that the bird is returned to WOL no later than 1 month after the adoption. If the above takes place, I understand that WOL will not refund any veterinary expenses after the date of the adoption of this bird.

_____ I understand that should I choose not to get the bird Vet Certified by a Qualified Avian Vet within the 21 day period after the adoption I forfeit my right to get a reimbursement should the bird become sick or die.

_____ I agree to feed the bird a variety of healthy fruits, vegetables, grains and other fresh foods on a daily basis. I understand that pellets and seeds can be a part of the bird's diet, but should not be the majority.

_____ I understand and agree to provide the bird with appropriate exercise for his/her species. I also agree to obtain pertinent information regarding the proper care that is specific to this particular breed. I will obtain this information from appropriate resources, including WOL Bird Haven, Inc.

_____ I will provide the bird with a clean, well ventilated living space.

_____ I will immediately contact a Qualified Avian vet should there be any signs of illness. I agree to keep the list of Qualified Avian Veterinarians readily available to me at all times so time is not wasted in an emergency.

_____ If for any reason I cannot afford to get vet attention I understand it is my duty to notify Wings of Love Bird Haven, Inc. I understand that it is possible that some circumstances may mandate that we are required to remove the bird from your home permanently at such time you are unable to care for the bird's medical needs.

_____ I understand that birds can be carriers of or infected with diseases that are undetectable using the current tests and tools available to Avian Veterinarians. WOL is not responsible for any incidence of disease in the adoptive bird. Furthermore, we are not responsible for any sickness to the other flock members of the adoptive parent's home, nor are we to be held responsible for any sickness, injury or damage of person or property because of the adoptive bird.

_____ I will not at any time breed the bird.

_____ I will notify WOL within 24 hours of moving or changing my contact information, including my home, cell or work telephone number for a period of 3 years following the adoption.

_____ I understand that parrot care is an expanding field and I will attempt to keep abreast of any new developments that may enhance my ability to care for the bird.

_____ I understand that parrots are not domesticated like dogs and cats, and that modifying certain behaviors may require training, expert advice and patience. I agree to work with the bird to modify any such undesirable behavior without the use of negative reinforcement or other methods which may harm him/her.

_____ I agree to give the bird all the attention, affection, interaction and mental stimulation appropriate to a highly intelligent and social creature. I agree to treat him/her like a loved and respected sentient being.

_____ I understand that it is my choice as to whether I clip the bird's wings or not. There are pro's and con's to clipping or not clipping and I will make the most informed decision possible based on my research. I do understand that just because a bird has clipped wings DOES NOT MEAN he can't fly. I agree to ALWAYS have the bird in a carrier or on a leash if moving him into an outside environment.

_____ I will keep the bird in a totally smoke-free environment.

_____ I will keep the bird safe from other pets in my care.

_____ I agree to observe the bird daily both inside and outside of the cage. Furthermore I agree to give the following time commitment:
A minimum of 30 minutes of direct interaction daily

A minimum of 2 hours out of cage time daily

_____ I agree from time to time, that WOL has the right to review the care and health of the bird. I understand that this may entail home visits or phone conversations. I will be cooperative in setting up times for the home visits when needed and agree to a quarterly phone consultation for the first 3 years after the adoption. The adoptive parent understands that WOL can reclaim the bird for any breach of contract within the first 3 years after the adoption.

In lieu of a home visit, Wings of Love may ask for the adoptive parent to take specific pictures and either send (or email) them to the Haven. This check will take the place of a home visit. These pictures **MUST** be in good visible quality and must be submitted within one week of being requested. The pictures must contain the following:

- 1.full body shot-- front view showing tummy
- 2.full back shot- back view showing back and tail
- 3.vent of bird
- 4.close up head shot of the bird
- 5.close up foot-shot of the bird
- 6.any other that may appear needed if there is anything questionable from the previous pictures.

_____ I understand that by adopting a Haven bird, this activity may prohibit me from fostering and/or adopting other Haven birds. The decision to allow additional Haven birds into my home is at the sole discretion of the WOL Executive Director or his/her appointees. Furthermore, I understand that I may not adopt or foster another Haven bird for a period of 6 months without the special approval of the Executive Director.

_____ I understand that I am encouraged to keep WOL informed of any behavioral changes, injuries, accidents, illnesses and/or potential/suspected illnesses of this bird. You can notify us at info@bird-haven.org .

_____ I understand that I am responsible for providing an approved cage, toys, perches, etc. for this bird at all times. It is required that he always have adequate toys and perches in his cage.

_____ Except as set forth above, WOL makes no representations, warranties or guarantees and assumes no liabilities for health, age, temperament (including the propensity to bite), behavior, talking ability or condition of birds available for placement.

_____ If you currently have other birds, it is required that you observe reasonable quarantine procedures as described in "Quarantine Procedures" for not less than 30 days. This quarantine period is for the protection of the adoptive bird as well as any birds in the home. Adoptive parent understands, however, that no period of quarantine can insure against the spread of disease.

_____ WOL is operated for the benefit of the birds that we place. While we are not veterinarians, if any problems or questions arise as to the behavior or care of the bird, we

welcome and encourage a phone call or email. Please do NOT come to the Haven without a prior phone call.

_____ WOL is delighted to make recommendations of products, professionals, publications and other items and services relevant to the care of birds. However, neither WOL nor any of its staff or volunteers assumes any responsibility for these recommendations.

_____ In the event that any action is brought to enforce the terms of this contract, it shall be brought in the county of Ellis, Texas and prevailing party shall be awarded costs of the action, including reasonable attorney’s fees. The term “action” refers to any litigation, arbitration, or other proceeding, and includes without limitation, negotiations to enforce this contract.

_____ I understand that failure to comply with any portion of this contract constitutes a breach of this contract which will result in having any adoptive bird removed from my care. Furthermore, I understand that I will be required to pay liquidated damages of One Thousand Dollars (\$1000.00) and/or return the bird to WOL.

_____ This contract (along with the previously mentioned Adoption Survey) contains the entire agreement between WOL and me. No other contract, statement or promise made on or before the date of this contract will be binding on WOL or adoptive parent. This contract may only be modified by written agreement between WOL and adoptive parent. If any provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and the contract/agreement will be servable and remain in effect.

Adoption Fee _____

Miscellaneous Fees- describe below _____

I would like to make a taxable donation in the amount of \$ _____

Total Amount Paid \$ _____

Payment made via: check # _____
 paypal (our ID is birdhaven)
 cash

My signature below indicates that I have read this document, I understand what is contained within this document, and further that I agree to the items and issues within this document. My signature confirms that this is a legal and binding document.

Adopter’s Signature: _____

WOL Representative: _____

Date of Adoption _____

Amendment:

Occasionally it might be beneficial for both parties (Haven and new adoptive family) to do a Foster with intent of Adoption for a particular. This of course is done on a case by case basis. The board membership will make the decision on whether this can be done or not. If allowed, the new adoptive family will pay for the Total Adoption Fee at the time this form is filled out and at the time the bird is taken into their care. The contract will remain FOSTER until such time as everything has been finalized. This typically is done if a home check or training class has not been completed. We will allow the bird to be fostered until these activities are complete. Once complete the adoption will be finalized.

I understand that at this time the birds will be a foster with intent of adoption until _____ is completed. I am willing to pay the full adoption fee and take the bird into my care and follow all adoptive rules until such time the adoption is complete.

Foster to Adopt Signature _____

WOL Representative Signature _____

Date of Foster with intent of Adoption _____

Date Adoption becomes finalized _____