



AVIAN PLACEMENT CONTRACT

Bird's Name: _____ Sex: _____ M _____ F _____ U

Species: _____ Leg Band Numbers: _____

Veterinary Care Given: _____

By Whom: _____

Previous Veterinary Records Attached: _____ Yes _____ No

This contract is entered into on the _____ day of _____, 20_____, by

Birds of Paradise Sanctuary & Rescue Inc. and _____

_____ (“Adopter/s”)

Birds of Paradise Sanctuary & Rescue Inc. agrees to provide for placement of, and Adopter agrees to adopt, the Bird described above, according to the terms and conditions set forth herein:

The Bird being adopted has been surrendered, abandoned, or in some way displaced. He/she may have been abused or neglected. There may be limited, if any, information available regarding the Bird's previous environment. All available information and medical records have been provided to the Adopter. Birds of Paradise Sanctuary & Rescue Inc. does not guarantee, nor is it responsible for the temperament or health of this Bird, other than as separately set forth in the Contract. There will be an adjustment period. Remember to be patient, consistent, and understanding.

- 1) Adopter agrees that this Bird will NOT be used for breeding at any time under any circumstances.
- 2) Adopter agrees to accept this Bird to live in the Adopter's home. Adopter agrees to provide this Bird with proper food, water, veterinary care, and loving attention. Adopter agrees to keep this Bird in a large cage or aviary and to provide Bird with adequate toys and perches. Adopter agrees to provide Bird with appropriate exercise for his/her species. Adopter agrees to obtain pertinent information regarding the proper care of this Bird and to seek assistance from appropriate resources, including Birds of Paradise Sanctuary & Rescue Inc., as needed.
- 3) Adopter agrees to have this Bird checked by a licensed veterinarian specializing in avian medicine, within ten (10) calendar days of adoption. If the veterinarian finds any life-threatening condition within ten (10) calendar days of adoption that was present at the time of adoption, Adopter may return this Bird to Birds of Paradise Sanctuary & Rescue Inc. for a refund of the adoption fee and any veterinary expenses that were paid to Birds of Paradise Sanctuary & Rescue Inc. at the time of adoption, provided that written documentation is furnished by an avian veterinarian, and is provided that this Bird is returned to Birds of Paradise Sanctuary & Rescue Inc. no later than thirty (30) calendar days after adoption. Adopter acknowledges and agrees that Birds of Paradise will not refund to Adopter and veterinary expenses paid to a veterinarian at any time after the date of the 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. Birds of Paradise Sanctuary & Rescue Inc. is not responsible for any incidence of disease in the adopted bird detected or diagnosed more than ten (10) calendar days after adoption. Birds of Paradise Sanctuary & Rescue Inc. is not responsible for any incidence of disease in other birds, other animals, or humans in the Adopter's home detected or diagnosed any time after the adoption of a bird from Birds of Paradise Sanctuary & Rescue Inc.

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) calendar 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 the Adopter's home. Adopter understands, however, that no period of quarantine can insure against the spread of any disease.

6) Adopter shall allow Birds of Paradise Sanctuary & Rescue Inc. the right to examine and make inquiry about this bird at any reasonable time with reasonable notice. Adopter understands that Adopter shall return this bird to Birds of Paradise Sanctuary & Rescue Inc. within 30 days of written notice if at any time subsequent to the adoption, Birds of Paradise Sanctuary & Rescue Inc. determines this bird is not receiving proper care.

7) Adopter agrees that if at any time Adopter is unable to keep this bird, Adopter shall immediately contact Birds of Paradise Sanctuary & Rescue Inc. 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) If the expense of medical care exceeds Adopter's ability to provide appropriate and necessary treatment, Adopter agrees to contact Birds of Paradise Sanctuary & Rescue Inc. immediately for a determination of available assistance from Birds of Paradise Sanctuary & Rescue Inc. Adopter understands that Birds of Paradise Sanctuary & Rescue Inc. may not have the financial assistance available, but that Birds of Paradise Sanctuary & Rescue Inc. shall make every effort to assist Adopter in making suitable arrangements in the best interest of the bird.

9) Failure to comply with numbers 1, 2, 3, 6, 7, and 10 of this Contract constitutes breach of this Contract for which the Adopter agrees to pay liquidated damages of One Thousand Dollars (\$1,000.00) and/or return the bird to Birds of Paradise Sanctuary & Rescue Inc. 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 and understands that any legal action undertaken between the signed parties below shall be filed in the Florida county of incorporation of Birds of Paradise Sanctuary & Rescue Inc.

10) Adopter promises to comply with the laws and ordinances enforced in the jurisdiction in which the Adopter resides.

Adoption Fee \$ _____

Misc. Items \$ _____

Donation \$ _____

Total \$ _____

I, as the Adopter of this Bird, certify that I have never been charged with nor convicted of animal abuse or neglect in this or any other state or jurisdiction. I certify that no one in the household where this Bird will reside has been charged with or convicted of animal abuse or neglect in this or any other state or jurisdiction.

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

Adopter's Signature: _____ Date: _____

Adopter's Driver's License number: _____

Adopter's Name(s): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Work Number: _____

E-mail: _____

Birds of Paradise Representative Signature: _____ Date: _____

Birds of Paradise Representative Name: _____