



Midwest Avian
Adoption & Rescue
Services, Inc.

Adoption Contract

P.O. Box 821, Stillwater, MN 55082 • Phone: 651-275-0568 • Fax: 651-275-0457
E-mail: adoption@maars.org • Web Site: www.maars.org

Companion's Name: _____ Sex: M F Unknown Species: _____

Leg Band Number(s): _____ Additional Description (if necessary): _____

Description of Veterinary Care Given: _____

This Contract is entered into on the _____ day of _____, 20____, by Midwest Avian Adoption & Rescue Services, Inc. ("MAARS") and _____ ("Adopter"):

MAARS agrees to provide for the adoption of, and Adopter agrees to adopt the animal described above ("Animal") according to the terms and conditions set forth herein:

The Animal 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. MAARS does not guarantee, nor is it responsible for the temperament or health of this Animal, other than as is separately set forth in this Contract. There will be an adjustment period. Remember to be patient, consistent and understanding.

1. Adopter agrees that this Animal will NOT be used for breeding at any time under any circumstances.
2. Adopter agrees to accept this Animal as a companion Animal to live in Adopter's home. Adopter agrees to provide this Animal with proper food, water, veterinary care, and loving attention. Adopter agrees to keep this Animal in a large cage and to provide Animal with adequate toys and perches. Adopter agrees to provide Animal with appropriate exercise for his/her species. Adopter agrees to obtain pertinent information regarding the proper care of this Animal and to seek assistance from appropriate resources, including MAARS, as needed.
3. Adopter agrees to have this Animal 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 Animal to MAARS for a refund of the adoption fee and any veterinary expenses that were paid to MAARS at the time of adoption, provided that written documentation is furnished by an avian veterinarian, and provided this animal is returned to MAARS no later than thirty (30) days after adoption. Adopter acknowledges and agrees that MAARS will not refund to Adopter any veterinary expenses paid to a veterinarian at any time after the date of adoption of this animal.
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. MAARS is not responsible for any incidence of disease in the adopted bird detected or diagnosed more than ten (10) days after the adoption. MAARS 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 MAARS.
5. Adopter understands that it is his/her responsibility to quarantine any adoption bird brought into his/her home for not less than ninety (90) days, or as is recommended by an avian veterinarian treating the adoption bird. This quarantine period is for the protection of the adoption 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.
6. Adopter shall allow MAARS the right to examine and make inquiry about this Animal at any reasonable time. Adopter shall return this Animal to MAARS if MAARS determines that this Animal is not receiving proper care.
7. Adopter agrees that, if at any time Adopter is unable to keep this Animal, Adopter shall contact MAARS for its sole determination as to the disposition of this Animal. Adoption fees are not refundable under any circumstances, except as provided in paragraph 2 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 MAARS immediately for a determination of available assistance from MAARS. Adopter understands MAARS may not have financial assistance available, but that MAARS shall make every effort to assist Adopter in making suitable arrangements in the best interest of the Animal.
9. Failure to comply with Paragraph Numbers 1, 2, 3, 6, 7, 10 and 11 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 Animal to MAARS. Adopter agrees to pay reasonable attorney's fees and court costs in the event this matter is referred to an attorney for legal action.
10. Adopter promises to comply with the laws and ordinances enforced in the state and municipality in which Adopter resides.
11. Failure to comply with Paragraph Numbers 1, 2, 3, 6, 7, 10 and 11 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 Animal to MAARS. Adopter agrees to pay reasonable attorney's fees and court costs in the event this matter is referred to an attorney for legal action.

I have attended a MAARS Basic Bird Care Class
 I agree to attend a MAARS Basic Bird Care Class within the
 next 90 days Initials _____

Adoption fee \$ _____
 Misc. items _____
 Sales tax _____
 I would also like to make a tax-deductible donation in the amount of \$ _____
 Total due _____

A payment schedule is
 attached and is part of this
 agreement.

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

Address _____ City _____ State _____ Zip Code _____

E-mail _____ Home # _____ Work # _____

MAARS Representative _____ Date _____