

ADOPTION (donation) AGREEMENT NO/.....
(of the animal in the midst of a medical treatment)

Concluded on a day in Warsaw, between:

Capital City Warsaw, represented by Schronisko dla Bezdomnych Zwierząt, 02-147 Warszawa, ul. Paluch 2, hereinafter called Schronisko, on behalf of which acting under the power of attorney No dated

and Mr/Ms (Name and Surname) hereinafter called Adopter,

hereinafter collectively referred to as Parties.

§ 1

The subject-matter of the Agreement is an adoption – donation of the animal marked by the microchip

§ 2

1. Schronisko transfers the ownership right of the animal to the Adopter, and Adopter declares that he/she accepts it. Parties declare that delivery of the animal took place.
2. Adopter commits himself/herself that during the term of this Agreement he/she will neither sell nor give the animal free of charge away without a written consent of Schronisko, nor he/she will get rid of the animal in the other way, contrary to this Agreement or the valid law regulations.

§ 3

1. Schronisko declares that to the best of its knowledge, the animal given for the adoption is a stray animal.
2. Schronisko declares that on a day of releasing for adoption, the animal is in the midst of a medical treatment. Treatment has been discussed during the adoption medical clearance. Adopter declares that he/she agrees to continue treatment at the own cost and expense.

3. Schronisko does not bear responsibility for injuries and diseases which may occur or become revealed after adoption.
4. *Adopter agrees to sterilize the animal not later than on the day: at his/her cost and expense.

§ 4

Schronisko reserves the right to check out the environment of the animal's living place, for which the Adopter gives his/her consent.

§ 5

1. Schronisko declares that it has the right to dissolve this donation agreement in case if the Adopter commits an offence of the gross ingratitude (Art. 898 Civil Code), which the Adopter hereby acknowledged.
2. Parties agree that the gross ingratitude in particular means:
 - a) not providing the appropriate food, access to the water and a shelter for the animal, according to the animal's specific and physiological needs,
 - b) not providing control and a sufficient and permanent supervision over the animal.
 - c) abandonment of the animal,
 - d) not providing a veterinary care to the animal and in particular, failing to execute the obligatory preventive vaccinations in case of dogs,
 - e) subjecting animal to the medical or any other experiments,
 - f) breach of the Art. 6 sec. 1a in relation to the sect. 2 of the Protection of Animals Law of 21 August 1997 by the Adopter,
 - g) constant/permanent surrendering of the animal to the third person with a breach of the § 2 sec. 2 of this Agreement,
 - h) negligence of the execution of § 3 sec. 4 of this Agreement.
3. As of dissolving a donation, Adopter is obliged to immediately release the animal at Schronisko's request.

§ 6

1. The Agreement is concluded for an indefinite period of time.
2. All disputes will be settled by the court having jurisdiction over the Schronisko's seat.
3. This Agreement has been drawn up in two identical copies, one copy for each Party.
4. Annexe - Adoption Card - constitutes an integral part of this Agreement.

.....
(Adopter's signature)

.....
(seal and signature of Schronisko's employee)

*delete as appropriate