## Central MS Turtle Rescue Adoption Application and Contract

## Completion of this application does not guarantee the adoption of a turtle or tortoise. Your information will not be shared with the public. YOU MUST ANSWER ALL QUESTIONS TO BE CONSIDERED AS AN ADOPTER. You may attach additional sheets as necessary if there is not enough room for your answers on this form.

**Filing Process:**

**Electronic filing**: You may fill this application out on your computer. If you have a scanner, please sign the last page of the application, scan to your computer and email. If not, type your legal name in the signature area (electronic signature), save your file and email to: Turtlerescuems.adoptions@gmail.com

**How long does the process take?** The answer depends on the availability of your references, and the opportunity for our staff and board to look over your application. You will generally hear from a member of our staff within 72 hours (Mon-Fri) regarding any additional questions or required information. A final decision should be expected within approximately 72 hours after that. **Please be patient with our all-volunteer rescue.** During the time of year when rescues are at their peak (spring/summer/early fall), our responses may be slower than usual.

## You and Your Family

## *Please Note: You must be 21 years old to be considered.*

## Applicant Name: E-mail Address:

## Home Address: Cell Phone:

## City: State: Work Phone:

## Zip: Best Time to call:

## If you are approved for adoption, and the turtle will be shipped to you, is the address above the same address we should use for shipping?

## If no, please provide the correct shipping address:

## Is the shipping address residential or business?

## Applicant’s year of birth: Employer of Applicant: Co-Applicant Name: E-mail Address:

## Address: (if different than above):

## Number of adults in home: Number of Children (include ages):

If no children, but you have children tha**t visit, please list their ages**

## Turtle/Tortoise Preferences

Are you interested in a specific turtle/tortoise from our site or FB page? Name:

If you would rather we match you with a turtle or tortoise we feel will be suitable for you, please describe the type of turtle you have in mind.

## Caring for a Chelonian

Have you previously owned turtles/tortoise or any other reptile?

If yes, please give a brief description of the animals and the care and husbandry you provided:

If the animals are no longer in your care, please explain why:

*No experience is required to adopt, but this gives us an idea of what information you might need to care for your new turtle properly.*

Have you done research regarding the species of turtle(s) you’re interested in? If so, please cite the sources you used (if by the internet, please list specific websites.)

If you currently own turtles/tortoises or other reptiles, please give a brief description of their habitat and care. *Please also submit photos of your enclosures with as much detail as possible, when you submit this application.*

Do you own your own home?

Do you intend to house the turtle(s) indoors or outdoors?

If outdoors, what is your plan for cold weather/hibernation?

If you already have an outdoor enclosure, is your habitat completely predator proof on all sides? *Please include photos of your enclosures, showing predator-proofing.*

If you don’t already house turtles, please describe the habitat you will provide for the turtle(s) you wish to adopt.

What diet do you now, or plan to, provide:

Do you have a currently have a veterinarian? Does your vet see turtles?

May we contact your vet?

Name of vet: Phone:

Clinic Name and Address:

If your regular veterinarian does not see turtles, do you know of one in your area that does?

Name of vet: Phone:

Clinic Name and Address:

If you don’t currently have a veterinarian, please explain why:

## Your Home

Please check which applies to your current residence.

Home Owner Home Renter Apartment Other

If you rent a home or apartment, do they allow pets?

If you rent, will your landlord allow an aquarium over 30 gallons?

If you rent, will your landlord allow outdoor land turtle/tortoise enclosures?

Please list all **current** pets that you own or foster. **Include breed/species, age, gender, and how long you have owned them, and if they live indoors/outside:**

\*\*CMTR asks potential adopters to inform themselves on any local, city, state, etc. policies or laws pertaining to the ownership or possession of a turtle/tortoise.

Please provide a web address or link where we can find information about your state’s laws pertaining to the possession and importation of turtles: **We will not willingly or knowingly adopt a turtle to a location where it is illegal to do so by law.**

**References**

Please provide three names as references; **YOUR FIRST REFERENCE MUST BE YOUR VETERINARIAN**. You must include your landlord (if you rent your home or apartment) as a 4th reference. Other references could include a neighbor or anyone who knows you, such as a friend, relative or co-worker who has knowledge of you with your pets past or present. **All 3 references may not be relatives.** Your references will be checked! Your application will NOT be considered if you do not complete this section.

1. **MUST BE YOUR VETERINARIAN** (Please call your veterinarian, to ensure we are able to obtain information, when we call)
	1. Clinic Name:
	2. Animals listed with this Vet (alive/deceased):
	3. Phone Number/best time to call:
2. Personal Reference Name:
	1. Relationship:
	2. Phone Number/best time to call:
3. Personal Reference Name:
	1. Relationship:
	2. Phone Number/best time to call:
4. LANDLORD (only if you rent) N/A
	1. Name:
	2. Phone Number/best time to call

**The Legal Stuff**

1. **I understand that my application does not constitute a guarantee or hold or any type of specific turtle/tortoise offered for adoption.**

2. Should my application be approved and a turtle from the Central MS Turtle Rescue be placed with me, I agree to the following:

A. I understand that, unless otherwise specified in paragraph 4 below, this animal is in good general health at the time of adoption. I further understand that the stress that may occur as a result of the animal being moved from CMTR to its new location may cause stress-related illness or injury. If the animal does require medical treatment or medications, I will be fully responsible for these expenses, and will assure that such care as is needed is provided to the animal.

B. I agree to follow the rules and regulations promulgated by the state, city and county in which this animal will be housed, and that if permits or other permissions are required, I will obtain them and will be responsible for any expenses incurred in relation to the permit process. If the animal is seized due to failure of Adopter to acquire the requisite permits, custody and ownership shall revert to CMTR.

C. I agree to furnish the appropriate housing, food, water, light, heat, humidity, exercise and medical care to provide for this animal in a devoted and humane manner. To assure proper care, I have or will immediately purchase or otherwise acquire a book or other information to learn how to properly care for this animal. I further understand that if the animal I am adopting will be large when full grown, I will have to move this animal into housing large enough to properly accommodate the growing animal and its changing needs.

D. I specifically agree to keep this animal within my control at all times. I will take particular care when housing this animal to ensure the enclosures are escape-proof and that the enclosure in which they are housed is secured against possible escape and predators.

E. I specifically agree, except as otherwise provided for in Paragraph 3, that this animal will not be used for research, experiments, or in any other inhumane way.

F. I agree that this animal is a life-long commitment, and the animal will not be sold, traded, destroyed (except in cases of extreme medical conditions), abandoned or otherwise disposed of.

G. I agree to return the animal to CMTR if, as Adopter, I no longer desire or am otherwise unable to keep the animal, and will not sell, trade, give away or abandon the animal. If the animal is lost, I shall notify CMTR expeditiously and make every effort to recover it. If the animal dies, CMTR is to be notified, and the body is to be frozen until such time as it can be delivered to or picked up by CMTR or until other arrangements can be made (at the discretion of CMTR) for disposal.

H. I agree to allow CMTR at any time to investigate the premises where the animal is kept and to reclaim the animal if, in the judgment of the investigator, the animal is not being adequately cared for, if the Adopter has not complied with any provision of this contract, or if the Adopter has misrepresented any fact to CMTR. In the event that the Adopter fails or refuses to return such animal upon demand, the Adopter hereby agrees to pay reasonable attorney's fees in the event an attorney is consulted or if suit is brought for the return of the animal.

I. I agree to truthfully and completely answer any follow-up questionnaire which CMTR may send the Adopter regarding the animal.

3. In the event this animal is adopted by a school, nature center, science center or other educational institution, the adopting entity agrees to abide by the terms of this contract with the following modifications:

A. The animal may be used for educational purposes, with education defined as presenting the animal alive and in good health to teach the students or other general public about the field of herpetology, conservation, environmental education and natural history. This animal is not to be used for medical or scientific experimentation nor for dissection, even if such endeavors are otherwise considered to be educational in nature.

B. If this animal is kept in an educational facility, proper care must be taken to provide for the animal's needs during weekends, holidays and vacations. The animal is to be cared for only by a responsible individual who is experienced or otherwise knowledgeable in the needs of the animal(s) referenced in paragraph 2.c above. The animal is not to be sent home with a child or student unless the parent or guardian of said child or student understands the demands and needs that must be provided for, and if the adopting entity visits the child's or student's home during the course of the weekend, holiday or vacation to assure that the animal is being cared for properly. Failure to do so may constitute animal abuse, and will result in the reclamation of the animal by CMTR.

C. If the adopting entity at any time in the future no longer wishes to keep the animal, it shall be returned to CMTR. If the animal is lost, the adopting entity shall notify CMTR expeditiously and shall make every effort to recover it. **This animal is never to be traded, sold, released into the wild or given away**.

4. The information provided to the Adopter concerning the animal’s description, history and condition is complete and correct to the best of the CMTR’s knowledge and belief. CMTR recommends that the animal be examined by a licensed reptile veterinarian within 72 hours of the adoption.

5. The Adopter agrees to be solely and personally responsible for this animal and to indemnify and hold harmless CMTR and its agents from any and all claims of liability for the conduct or condition of this animal after the date of adoption. Adopter further agrees that this indemnification and release of liability shall apply to all known, unknown and unanticipated damages resulting from this adoption, or the ownership or control of this animal.

6. I understand that the animal may be classified as Threatened by the Endangered Species Act of the United States, and/or the Convention on International Trade in Endangered Species (CITES) and that permits or other documentation may be required to prove legal ownership or possession. I understand that certain other city, county, state or federal permits or licensing may be required and that I am fully responsible for researching and acquiring same. I further understand that failure on my part to secure such permits or documentation may result in the seizure of this animal by local, state or federal agencies.

7. The CMTR, as a continuing condition of the contract and obligation resulting from the adoption of the above described animal from the CMTR, agrees that the CMTR will:

 A. Accept the animal back, keep and care for the animal for the rest of the animal’s natural life, or adopt the animal to another Adopter with the same terms as this adoption, should the animal be returned for any reason.

 B. Will remain available to the Adopter for ongoing advice as needed regarding the animal.

The undersigned attest that the information provided herein and on the Adopter’s CMTR Adoption Application Form are true and correct to the best of their knowledge and belief.

Signed this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 (day) (month) (year)

The Adopter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (signature)