

## **Terms and Conditions for Owners Using the Rehoming Service**

### **By placing a pet for adoption on polknokill.org, I am agreeing to the following:**

I am at least 18 years of age.

I certify that under all applicable laws and statutes, I am the legal owner or guardian of any pet I post for adoption. If I found a pet and believe this pet to be a stray with no legal owner/guardian, I must make every reasonable effort to find the pet's owner prior to posting the pet for adoption including but not limited to calling any phone numbers present on a collar or tag, attempting to find an owner based on any information on a collar or tag including state or county license number, having the pet scanned for a microchip and contacting an owner based upon the results of the scan, placing flyers in my neighborhood and at my local animal shelter, and looking for flyers and classified "lost pet" ads in my neighborhood and online. I agree to follow all applicable laws governing the handling of stray animals. For example, in some cases, I may be required by law to take the pet to the nearest public shelter, where the owner may be searching for him or her. I understand that it is my responsibility to check with local animal control for applicable laws governing stray animals in my city.

I understand that the Humane Society of Polk County Rehoming is a tool to help me find a new home for my pet if I am unable to continue to provide a safe home for him or her. The Humane Society of Polk County makes no warranties or guarantees that it will be successful in helping me find my pet a home, or regarding any of its services.

I agree that I am solely responsible for all communication with prospective adopters, and all decisions relating to choosing a new owner for my pet. Any advice given by the Humane Society of Polk County is its attempt to assist me, but it does not warranty such advice and the Humane Society of Polk County and its officers, employees, partners, and sponsors are not liable for any outcome as a result of same. No advice is appropriate for every situation, and I take full responsibility for all decisions and outcomes relating to rehoming my pet.

I agree to respond to all inquiries about my pet. I understand that it is very frustrating for a prospective adopter to inquire about pets for adoption and never hear back, and it often causes them to give up on adoption and purchase a pet instead. I will help keep people interested in pet adoption by being responsive.

I agree that I will conduct all communication with prospective adopters in a polite and respectful manner. Any profanity, harassment, or abuse will result in my pet listing being removed. If I receive profane, harassing, or abusive communications from a prospective adopter, I will report it to the Humane Society of Polk County.

I understand that I am responsible for my own safety and for the safety of my pet. I will use utmost care and caution when arranging meetings with strangers. I will always bring a friend and meet in a public place. I will never exchange personal information. I understand that if my intuition tells me something is off, it probably is.

I agree that the posting fee collected is a donation to The Humane Society of Polk County and in no way guarantees a successful placement of my pet.

I agree to be truthful and accurate in the information I provide about myself and my pet in my listing on the Humane Society of Polk County Rehoming page and in offline activities and communication with prospective adopters. I agree to fully disclose any behavioral or health issues, without exception. I understand that failure to disclose known issues may result in my termination from The Humane Society of Polk County Rehoming services, the removal of my listing, and other legal consequences.

I AGREE THAT I USE THE HUMANE SOCIETY OF POLK COUNTY REHOMING SERVICES AT MY OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE HUMANE SOCIETY OF POLK COUNTY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND PARTNERS AND THEIR RESPECTIVE PARTIES DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE EXTANT, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TORT LIABILITY, NON-INFRINGEMENT AND THOSE ARISING OUT OF A COURSE OF DEALING, OR USAGE OF TRADE.

THE HUMANE SOCIETY OF POLK COUNTY AND ITS PARTIES SHALL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THIRD PARTY CLAIMS; DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR COMPENSATORY DAMAGES; LOSS OF A PET, INJURY TO MYSELF OR ANY OTHER PERSON OR PET, OR LOSS OF LIFE, RESULTING FROM OR RELATING TO MY USE OF THE HUMANE SOCIETY OF POLK COUNTY REHOMING SERVICE.

I agree to indemnify, defend and hold harmless the Humane Society of Polk County and its Parties against all claims and expenses, including, without limitation, all judgments, settlements, attorneys' fees, and costs, arising out of my use of this rehoming service.

The Humane Society of Polk County provides features and functionalities that may link me to or provide me with access to third party content that is completely independent of the Humane Society of Polk County, and comes by way of a connection with third parties. My interactions with organizations or individuals found on or through the Humane Society of Polk County are solely between me and such organizations or individuals. I agree to make whatever investigation I feel necessary or appropriate before proceeding with any interaction with any of these third parties. I agree that the Humane Society of Polk County and its Parties are not responsible or liable for any loss or damage of any kind or nature incurred as the result of any of these dealings. If there is a dispute between users of the Humane Society of Polk County services, or between users and any third party, I understand and agree that the Humane Society of Polk County is under no obligation to become involved. In the event that I have a dispute with any other user, I hereby release the Humane Society of Polk County and its Parties from claims, demands, and damages (actual and consequential) of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes or the Humane Society of Polk County services.

I agree that any pets I post for adoption on The Humane Society of Polk County Rehoming must be spayed or neutered, and current on all legally required vaccines prior to adoption. If my pet is not spayed or neutered or current on vaccines, I will inform the Humane Society of Polk County in advance as it will be able to help connect me to low cost spay/neuter and vaccination resources.

I hereby certify that my pet has not been classified as dangerous or vicious by any law-enforcement agency or legal entity, or in my own estimation. I further certify that my pet has not caused the death of any human being or animal and that my pet has not bitten anyone in the ten days prior to use of the Humane Society of Polk County rehoming service.

By posting my pet, I understand that rehoming fees support the work of the Humane Society of Polk County.

I agree to furnish any and all records to the adopter prior to adoption, including medical, vaccine, proof of spay/neuter, and microchip paperwork, if I have access to that paperwork.

I understand that the Humane Society of Polk County enhances and updates its services often. The Humane Society of Polk County may change or discontinue any of its services at any time, with or without notice to me.

The Humane Society of Polk County reserves the right to refuse services to any person. The Humane Society of Polk County also reserves the right to terminate any user's right to access its services at any time, at its sole discretion. I understand that if I violate any of these Terms and Conditions, my permission to use the Humane Society of Polk County's Rehoming Service automatically terminates.

I agree that these Terms and Conditions and the Humane Society of Polk County Rehoming Service will be interpreted, construed and enforced in accordance with the exclusive jurisdiction and laws of the state of Florida. Any cause of action arising under or relating to these Terms and Conditions or the Humane Society of Polk County Rehoming service will be brought exclusively in a court in Polk County, Florida.

I agree that if any provision of these Terms and Conditions is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms and Conditions and will not affect the enforceability of any other provisions.

I agree that a failure by the Humane Society of Polk County to enforce any right or provision of these Terms and Conditions will not prevent it from enforcing such right or provision in the future.

I understand that failure to adhere to these terms will result in the strictest penalties allowed by law, including termination of my rights to use the Humane Society of Polk County Rehoming service. I understand that any fraudulent or harassing activity will be prosecuted to the fullest extent of the law and that the Humane Society of Polk County reserves all rights.

I have read and agree to all the above terms and conditions.