

Sugar Glider Adoption Agreement

This sugar glider adoption agreement (the "Agreement") is entered into between _____, who resides at _____ (the "Buyer"), and _____, who resides at _____ (the "Seller", and collectively with Buyer, the "Parties").

1. Description. The subject of this contract is the sugar glider described in this paragraph (the "Glider"). If more than one sugar glider is described in this paragraph, any reference to "Glider" in this Agreement shall be construed as an individual reference to each sugar glider described in this paragraph. Unless otherwise indicated, the term "Glider" shall also include any sugar gliders in the pouch of any sugar glider described in this paragraph on the date of delivery of the Glider, irrespective of whether any party was aware of the existence of such gliders.

Name:

Gender:

Approximate Age:

Brief Description:

Distinctive Marks:

Other Information:

2. Adoption Fee. Subject to the terms and conditions of this Agreement, Seller agrees to deliver, and Buyer agrees to adopt, the Glider. Buyer shall pay a deposit fee of \$50 per Glider prior to adoption and an adoption fee to Seller of \$200 per glider, (the "Adoption Fee") prior to or contemporaneously with the delivery of the Glider(s). The Deposit is non refundable. The Adoption Fee includes only the cost of the Glider and does not include the cost of any items sold or provided contemporaneously with the delivery of the Glider. In the event of a surrender or return, the deposit and/or fees paid will be non-refundable unless within 24 hours of initial adoption.

Buyer Initials: _____

3. Receipt. Buyer hereby acknowledges receipt of the Glider, and Seller hereby acknowledges receipt of the Adoption Fee will be on or before that date.

Buyer Initials: _____

4. Restriction on Subsequent Dispositions. Buyer shall not sell, give away, or

otherwise dispose of the Glider to any person, group, or entity for any reason without express written consent of Seller. Buyer shall provide Seller any requested information on the person, group, or entity to which Buyer wishes to sell, give away, or otherwise dispose of the Glider, and any consent given by the Seller shall only be effective with respect to that person, group, or entity. Seller's consent shall not be unreasonably withheld, provided that Buyer first gives Seller the unrestricted right to repurchase the Glider for an amount not to exceed the Adoption Fee.

Buyer Initials: _____

5. Unconditional Surrender. For a period of 24 hours from the date of delivery or pick up of glider(s), If there is a substantial change in environment, as determined in paragraph 6, Buyer shall be required to surrender the Glider to the Seller or the Seller's agent. The deposits/fees are nonrefundable after 24 hours. There are no warranties with the sell of the glider(s).

Buyer Initials: _____

6. Substantial Change in Environment. Buyer has represented to Seller the environment in which the Glider will be regularly kept. The environment in which the Glider will be regularly kept includes, but is not limited to, the cage in which the Glider will be housed, the number and type of pets in the home, including other sugar gliders, the amount of time that Buyer will spend with the Glider, whether cigarette smoke, harmful chemicals, or other unsafe conditions will be regularly present in the home, the diet that will be fed to the Glider, and the toys and other objects that will be kept in the Glider's cage. Buyer shall notify Seller of any change in the environment in which the Glider will be regularly kept. If the Seller determines that the change is detrimental to the Glider, there has been a substantial change in environment within the meaning of this paragraph. Buyer shall represent in Schedule A the identity of each sugar glider (if any) with which the Glider will be regularly housed. If the Glider ceases to be regularly housed with any sugar glider identified in Schedule A as a sugar glider with which the Glider will be regularly housed, whether by reason of death or otherwise, other than by temporary separation necessary for the health or safety of any sugar glider, or if a sugar glider not identified in Schedule A as a sugar glider with which the Glider will be regularly housed is introduced to and regularly housed with the Glider, there shall be deemed to be a substantial change in environment.

7. Quarantine Period. For a period of thirty days following delivery of the Glider (the "Quarantine Period"), Buyer shall maintain a separate cage for the Glider in which no sugar glider or other animal that is not the subject of this Agreement is housed. If, at any time in the Glider's life, Buyer intends to introduce the Glider to another sugar glider or group of sugar gliders, Buyer shall obtain the Seller's written consent and exercise accepted and proper introduction methods. Buyer shall consult with Seller if Buyer is unsure of the accepted and proper introduction

methods. However, for the avoidance of doubt, in no event may the Glider be housed in a cage with other sugar gliders or animals not the subject of this agreement during the Quarantine Period.

Buyer Initials: _____

8. Visitation and Regular Updates. Upon demand, and for the life of the Glider, Buyer shall be required: 1) to allow Seller or Seller's agent to inspect the Glider and the Glider's normal habitat, and 2) to provide Seller or Seller's agent with any information requested, including, but not limited to, videos, photographs, and veterinary records relating to the Glider. Buyer also agrees to post photo or video updates in the Guardians Adopters Facebook group run by Seller at least once per month.

Buyer Initials: _____

9. Required Care. Buyer agrees to provide Glider with all care necessary to maintain the physical and mental health of the Glider. This includes, but is not limited to, obtaining veterinary treatment when necessary or helpful, housing the Glider with other sugar gliders unless otherwise agreed, ensuring that a proper diet is fed to the Glider, spending adequate time with the Glider, properly maintaining the Glider's cage and ensuring it is safe for the Glider, and properly supervising the Glider when the Glider is outside of its cage. All costs incurred in connection with the Glider after Seller has delivered the Glider to Buyer shall be the sole responsibility of the Buyer. If veterinary treatment is required under this paragraph, Buyer shall consult with Seller.

Buyer Initials: _____

10. Neuter Required. If the Glider is represented in paragraph 1 as male and it has not been neutered, Buyer shall get the Glider neutered within the Quarantine Period and prior to introducing the Glider to any other sugar gliders, regardless of whether those other sugar gliders are male or female. If the Glider is represented in paragraph 1 as female, Buyer shall get all the male sugar gliders with which the Glider will be housed neutered within the Quarantine Period and prior to introducing the Glider to any other sugar gliders, regardless of whether the other sugar gliders are male or female. Seller has represented the gender of each glider that is the subject of this agreement in good faith. However, if the Glider is represented as female and is later discovered to be male, Buyer shall immediately quarantine the Glider in a manner similar to that described in paragraph 7 and get the Glider neutered within thirty days of discovering that the Glider is male. Buyer shall not allow the Glider (whether male or female) to reproduce. If any glider represented in paragraph 1 has any joeys, all male joeys are required to be neutered within 4 months of their out of pouch date. No joeys will be allowed to breed or to

be rehomed, and will be considered to be named in paragraph 1 of this contracts, with all applicable restrictions and responsibilities.

Buyer Initials: _____

11. Buyer Representations and Disclosures. Buyer shall be required to provide the information requested by Seller in Schedule A, and Buyer represents that all information provided to Seller in connection with this Agreement, whether requested or not, is accurate and complete to the best of Buyer's knowledge. If Buyer intentionally or inadvertently misrepresents any information to Seller at any time, Buyer shall be considered to be in breach of this Agreement. In the event that any representation or disclosure made by the Buyer to the Seller, whether on Schedule A or otherwise, is no longer accurate, Buyer shall be required to notify Seller that such information is no longer accurate and provide accurate information. For the avoidance of doubt, this paragraph does not absolve Buyer from any disclosures otherwise required by this Agreement, and compliance with this paragraph does not absolve Buyer from complying with any other provision of this Agreement and does not necessarily render Buyer in compliance with this Agreement.

Buyer Initials: _____

12. Death of Glider. If the Glider dies, Buyer shall be required to immediately notify Seller, provide Seller with written notification from a veterinarian, and obtain and provide the results of a gross necropsy on the cause of the Glider's death.

Buyer Initials: _____

13. Remedy for Breach. If Buyer breaches any provision of this Agreement, at the option of the Seller, Buyer shall be required to surrender the Glider to the Seller solely in exchange for the Adoption Fee. Failure of the Seller to require surrender under this paragraph for any breach event shall not constitute a waiver of the right to require surrender under this paragraph for subsequent breach events.

Buyer Initials: _____

14. Enforcement by Specific Performance. Because of the importance of the life of the Glider, it is hereby acknowledged by the Parties that the only adequate remedy in the event of a breach of this Agreement by the Buyer is specific performance. Buyer's damages for claims arising in connection with the Glider or

this Agreement, and irrespective of the legal theory upon which the claim for damages is made, shall be limited to the Adoption Fee.

Buyer Initials: _____

15. Indemnification. If any third party brings a claim against Seller in connection with the Glider or this Agreement, Buyer hereby agrees to indemnify Seller for any costs associated with the third party claim.

Buyer Initials: _____

16. Seller Warranties. Seller makes no warranties, express or implied, with respect to this Agreement or the Glider, including, but not limited to warranties relating to the health, gender, age, or life span, of the Glider. SELLER HEREBY EXPRESSLY

Buyer Initials: _____

DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE GLIDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. Assignability. Buyer may not assign or transfer any obligations or responsibilities under this Agreement to any other person or entity without express written consent from Seller.

18. Merger. This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter.

19. Severability. If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this paragraph, the rest of this Agreement is to remain in effect as written.

20. Jurisdiction and Venue. The Parties consent to the exclusive jurisdiction and venue of the federal and state courts located in

_____, in any action arising out of or relating to this Agreement and waive any objection they might have to jurisdiction or venue of such forums or that the forum is inconvenient. The Parties agree not to bring any such action in any other jurisdiction or venue to

which either party might be entitled by domicile or otherwise. However, Seller may, in his/her sole discretion, waive application of the preceding sentence.

21. Governing Law. This Agreement shall be governed by the laws of the State of _____.

22. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Agreed to by both Buyer and Seller on _____
Buyer and Seller Printed Name: _____
Signatures: _____ (Seller) _____ (Buyer)

Schedule A

NOTICE TO BUYER: YOU ARE REQUIRED TO NOTIFY SELLER OF ANY FUTURE CHANGES TO THE INFORMATION DISCLOSED ON THE SCHEDULE

Diet: Gliders will have at least two sources of fresh water available to them at all times. Gliders will be fed Critter Love, BML diet from BMLdiet.com, or pet-pro.com sugar glider kibble as the main part of their diet. They will also be fed a wide variety of fresh fruits and veggies, and treats such as live mealworms, marshmallows, dried fruit, almonds, fish snack sticks, etc.

Type of Cage: _____

Wheel: _____

Toys: _____

Accessories: In the cage, there will be no string, twine, rope, yarn, exposed thread, knit fabrics, or other similar items in which gliders can become easily entangled.

Home Environment: Gliders will have NO close or direct contact with pets of other species. Children under 12 will not be allowed to access gliders without adult supervision. All toilet lids in the home will be kept down when not in use.

Play Time: Gliders will have at least one hour of active, out of cage play time on at least 6 days per week.

Vet: _____

