

## **ADOPTION AGREEMENT:**

### **Adopter's Obligations:**

1. Return: I retain the right to recover the adopted dog from Adopter if:
  - \*the adoption is not satisfactory to the adopter
  - \*in my sole judgment, recovery would be in the best interests of the adopted dog
  - \*Adopter fails to comply with the provisions of this agreement
  - \*Adopter at any time misrepresents matters which are material to the welfare of the dog
  - \*the adopted dog is found, in my judgment, to be unsuitable for this placement
  - \*I am legally obliged to recover the dog from this placement
2. Refund: If return takes place prior to thirty days from adoption and the dog is in good or better mental and physical condition as on the date of adoption, there will be a conditional, pro-rata refund of the adoption donation subject to my discretion. There will be no refund after thirty days.
3. Transfer of Ownership: The rescue dog may NOT be transferred to any other person, firm, corporation, or organization for any reason whatsoever.
4. Training: Under no circumstances will the rescue dog be dual personality, protection, or attack trained, or agitated in any manner, or allowed to be used as a guard dog for any agency, firm, corporation, or organization. Said dog must not be maintained outside as a yard dog. The primary and ONLY function of a rescue dog is that of a house pet and companion.
5. Health Program: The dog will be placed on an inoculation program established by the veterinarian of the Adopter(s). Adopter(s) will provide food, water, shelter, protection, and any medical care needed.
6. Identification: Adopter(s) must place identification (personal ID & license tags) on said dog, which will remain on the dog at all times. Tattooing is highly recommended, but not required.
7. Loss: If the rescue dog is lost or stolen, the Adopter will notify me immediately.
8. Donation: A donation is asked of the Adopter(s), to help defray the costs incurred with rescuing these dogs. \$\_\_\_\_\_ is the amount agreed upon the executing of this document.
9. Change of address: Adopter is to notify me within 30 days, of new address and phone number, in the event of Adopter having to relocate.

**Information about the adopted dog:** As a courtesy to Adopter, I have furnished Adopter with limited information about the adopted dog. I have no reason to believe this information is false; however, I cannot and do not represent that such information is accurate. Adopter may not and is not relying upon the accuracy of information supplied by me in entering into this agreement. Instead, Adopter has fully and freely examined the adopted dog and has based the decision to adopt upon its own evaluation of the adopted dog's character and condition.

**Release:** In consideration of the transfer of the adopted dog to the Adopter, Adopter hereby releases and forever discharges me from any actions, causes of actions suits, liabilities, claims, demands, damages or causes of any kind or nature whatsoever, whether presently existing or arising in the future, whether known or unknown, which arise out of or are based upon any fact, matter, claim or thing involving this adoption or the adopted dog. I deny all liability for the matters released; this release is entered solely to eliminate controversy regarding the adoption and adopted dog.

The adopted dog is furnished to Adopter as is, with all faults, and without any representation, guarantee or warranty concerning its performance or condition. Any

warranties of merchantability or fitness for a particular purpose are disclaimed by myself and waived by Adopter.

The total liability by me, to Adopter under any legal theory for matters relating to this agreement or the adopted dog is limited to the amount of the Adopter's donation to me related to this adoption.

I will not be held liable to Adopter for indirect, incidental, or consequential damages related to this agreement or the adopted dog.

At its own expense, Adopter will hold me harmless from and defend against all claims actions, losses or liabilities, for injury to businesses, to persons or to property, related to this agreement or the adopted dog.

This agreement contains the entire understanding of the parties with respect to the adopted dog. It supersedes all other written and oral agreements between the parties with respect to this subject matter.

Dog's name & physical description: \_\_\_\_\_

\_\_\_\_\_

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Contract Date \_\_\_\_\_

\_\_\_\_\_  
Adopter's name (printed)

\_\_\_\_\_  
Adopter's signature

\_\_\_\_\_  
Adopter's Address

\_\_\_\_\_  
Adopter's City & State & Zip

\_\_\_\_\_  
Adopter's Home Phone

\_\_\_\_\_  
Adopter's Work Phone