

# Adoption Contract / Agreement

(THE "CHARITY/RESCUE/WE/US"), AND THE UNDERSIGNED (THE "ADOPTER" OR "YOU"), IN CONSIDERATION OF THE MUTUAL COVENANTS IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, INTENDING TO BE LEGALLY BOUND BY THIS AGREEMENT AGREE TO THE FOLLOWING:

**The Dog:** We are placing the following described dog with you, the Adopter, for the adoption by you as a companion dog and family member:

**Date**

**Name** (Hereinafter ADOPTEE or Dog)

**Shelter ID Number**

**Gender/Breed /Color/Age**

**Microchip Number**

**Spay/Neuter:** If this Dog has not been sterilized prior to this adoption due to age or physical condition, you agree to enter into a Sterilization Agreement with us to have the Dog spayed or neutered in accordance with the Sterilization Agreement.

**Care of the Dog:** You agree that this Dog is being adopted as a family member and will be given extensive house privileges; i.e. sleep inside the house, be allowed freedom of the house when the family is home and will NOT be restricted to the yard at any time. You agree to provide the Dog with fresh water, wholesome dog food, adequate outdoor exercise, affection and shelter. You also agree that the Dog will not be used as a guard animal or for any purpose other than as a companion and friend to you and your family.

No alteration to the animal's appearance is permitted (i.e. docking of tails, ears).

**Veterinary Care:** The Dog will be examined by your licensed veterinarian within 10 days after adoption and will be provided with medical treatment as needed. You agree to ensure the Dog receives preventative medication if necessary. You agree to provide the best available care to the Dog in a timely manner. Any veterinary problems that may arise, including serious illness requiring emergency care or surgery are the responsibility of the adopter/owner.

**Behavioral Issues:** (i.e. biting, destruction, escapism, fearfulness, dominance) that might lead to abandonment of the animal: Adopter agrees to contact a trainer as well as the rescue to follow the recommendation in resolving any issues as an effort to maintain custody of the adopted animal.

**Safe Environment:** Where applicable, adopter will provide a secure fenced yard, with ample room for outdoor exercise. If fencing needs repair or modification to ensure the safety and well-being of the Dog, you agree to make any necessary repairs prior to allowing Adoptee access to the yard. You agree to maintain the security of the fencing in the future to further secure the Dog. Adopter understands that gardeners, pool men, contractors and utility workers are not responsible for the safety of the Dog, therefore adoptee must be kept indoors when workmen have access to the yard.

**NOTE: Many dogs are sensitive and scared of loud noises, and you hereby agree to keep the adoptee indoors or in a safe and secure environment on noisy holidays such as July 4 and New Year's Eve**

**Identification:** You agree that the Dog **WILL ALWAYS** be wearing an identification tag with two current telephone numbers.

**Leash/Collar, etc.:** You will walk the dog on a leash when on public streets or in parks or other unfenced areas **and will never allow the Dog to roam free unsupervised.** The Dog will be walked using a martingale collar or harness and will not be walked with the leash attached to the Dog's identification tag. Adopter understands that the identification tag is not a secure restraint.

Also, the Dog will NEVER be tied up on your property or elsewhere. Adopter understands that restraining a dog by tying it to a fixed post or wire run is unsafe and may cause theft of the Dog, unpredictable behavior and random aggression. You will not leave the dog crated and/or otherwise confined for extended periods of time (more than 5 hours).

**Transportation:** The Dog will be properly restrained, preferably using either a secured crate or seat harness when transported in any vehicle. Adoptee will never be transported in the back of an open vehicle or pick-up truck. Adoptee will not be allowed to ride with his/her head outside the window of a moving vehicle.

**Lost Dog:** You agree to make an **immediate and serious** effort to find the Dog if he becomes lost, by

- filing "lost dog" reports with the local animal related agencies including but not limited to animal control authorities, animal shelters, SPCAs and local veterinarians
- post lost dog signs
- place lost dog ads in your local paper
- contact us for additional support and advice

Furthermore, Adopter understands that if the loss was the result of negligence or failure to comply with the covenants of this Agreement, the rescue reserves the right not to return the Dog and to place adoptee into a new home.

**No Right to Transfer:** If at any time in the future you cannot continue to provide proper care for the Dog, **you will not abandon, give or sell** the Dog to another person, company, organization, medical research, pound or animal shelter. You agree to do one or more of the following:

- Obtain approval from the rescue to transfer the ownership of the Dog to a friend or relative.
- Rescue must approve the new adopter who will be required to sign an agreement similar to this one.
- Agree to cover the costs to board Adoptee for an agreed-upon time, allowing Rescue to actively seek a new home and then relinquish the Dog to Rescue when a home is found.
- Return Adoptee to Rescue.

**Return Policy:** If Adopter decides to not keep the Dog, Adopter hereby agrees to return the Adoptee to the rescue.

Important: Adopter agrees to give the rescue **ten working days** to secure a kennel and will provide safe and loving care of the Dog until it is returned.

**(Adopter Initial)**

Adopter agrees to safely transport the Dog to the determined kennel or veterinarian facility and will return any/all paperwork and supplies provided by Rescue at that time.

**Euthanasia:** You agree that you will not euthanize the Dog except in the case of the Dog's terminal illness or injury or old age accompanied by pain and suffering and in that case, the euthanasia must be performed by a licensed veterinarian

**Change of Contact Info:** You will notify the rescue of all changes of address and/or phone and email information within 30 days after the change.

Communications should be emailed to :

**Estate Provisions:** Adopter agrees to provide for care of the Dog in their will or estate if by no other means than specifying in writing that Adoptee is to be returned to the rescue in event of Adopter's death when there are no remaining parties to this agreement.

**Follow Up:** Adopter understands and agrees that the rescue is fully entitled to make follow-up visits or phone calls to ascertain that all the covenants and clauses of this agreement are being satisfied. Adopter is obligated to reasonably cooperate with making visit arrangements.

**Right to Reclaim:** Adopter understands and agrees that Rescue reserves the right to reclaim adoptee if any of the above conditions are not met to the satisfaction of Rescue. Adopter further understands and agrees that any expenses incurred by Rescue in exercising its rights under this provision will be paid by Adopter in addition to any liquidated damages required by other provisions of this Agreement.

**No Warrantee:** Rescue makes no warranty as to the temperament or physical condition of the Adoptee. The Adoptee is being adopted as is.

**Special Disclaimer:** All warranties with regard to Adoptee, including any implied warranty of merchantability and fitness for a purpose, where they are applicable, are hereby specifically disclaimed

**Release & Indemnification/No Liability:** Adopter hereby releases the rescue from any and all liability for personal injury, property damage, legal fees or veterinary care or any other expense or liability incurred by Adopter as a result of this adoption. Adopter agrees to indemnify the rescue from any and all such claims and to pay without limitation any costs related to such injury, damage or liability including, in the case of litigation, any attorney's fees incurred by the rescue in its defense.

**Breach of Agreement/Liquidated Damages.** If there is evidence that the terms of the agreement have not been followed, the RESCUE will immediately consult with the adopter and determine whether the adoption can continue with revised heightened terms. If the dog is found to be in abused condition or injured and without necessary medical care, the RESCUE will immediately reclaim the dog and provide needed medical care and other care as necessary. The Adopter will reimburse RESCUE for reasonable and documented medical care and associated animal care costs the need for which arose under Adopter care.

**Entire Agreement/Modification/Binding Effect:** This Agreement (including the attached Voluntary Release/Waiver of Liability and the Adoption Application) comprises the entire agreement between you and us, and supersedes any prior understandings between the parties with respect to the subject matter of this agreement. No modification of this Agreement will be valid unless in writing duly signed by both parties. This Agreement is binding upon both parties including themselves, their heirs or assigns, successors, personal representatives and executors.

**Dated:**

**ADOPTER: (APPLICANT #1)**

**RESCUE**

Signed and Agreed

Signed

Print Name

Print Name

Driver's License Number

Title

Street Address

Contact Number

City/State/Zip

Cell Phone

Email

**Emergency Contact / Friend or Relative who does NOT live with you:**

Name and number

## RELEASE / WAIVER OF LIABILITY

This Release/Waiver of Liability (the "Release") is made and entered between this undersigned and the rescue ("Charity") effective as of the below-indicated date. The undersigned desires to adopt an animal from Charity, and as an inducement to Charity to agree to the adoption, the undersigned hereby represents, acknowledges and agrees as follows:

I acknowledge that, due to the unpredictable nature of animals, certain risks and dangers may occur while caring for an animal, including risks of injury to person and property, and that I have voluntarily agreed to make the adoption contemplated herein with full knowledge of such risks and hereby voluntarily assume all such risks.

I agree that I will not make any claims against, sue or attach any property of Charity, its directors, officers, agents, employees and/or volunteers for any injury or damage caused by any animal(s) adopted from Charity.

I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me or third parties as a result of any action or activity of any animal(s) adopted by me from Charity. It is my intention by this instrument to exempt and relieve charity from ALL liability for personal injury, property damage or wrongful death caused by negligence or otherwise.

I hereby agree to hold Charity and its directors, officers, agents and/or employees harmless and indemnify them from and against any liability, claims, judgments or expenses I may incur arising out of my adoption of an animal from Charity and/or my ownership or care of any such animal thereafter.

I HAVE CAREFULLY READ THE FOREGOING, AND I UNDERSTAND THAT TOGETHER THEY CONSTITUTE A DISCLAIMER OF LIABILITY BY CHARITY AND A RELEASE OF ALL CLAIMS BY ME. I UNDERSTAND THAT I ASSUME ALL RISKS INHERENT IN MY DECISION TO ADOPT AN ANIMAL FROM CHARITY AND ANY RELATED ACTIVITIES. I VOLUNTARILY SIGN BELOW TO EVIDENCE MY ACCEPTANCE OF THE ABOVE PROVISIONS.

If any portion of this Release is held invalid, it is agreed that the balance hereof shall continue in full legal force and effect.

This Release is governed by the laws of the State of **Washington** applicable to agreements entered into and fully performed therein.

Dated:

Executed at

Signature of Pet Adopter

Print Name