



## ADOPTION AGREEMENT

I/We, the signer of this document (hereinafter called “Adopter(s)”), enter into this Adoption Agreement and acknowledge receipt from Rescue Texas Resources of the dog named above.

In addition, Rescue Texas Resources and Adopter(s) agrees to the following terms and provisions:

1. **Adoption Fee:** Adopter(s) understands that the adoption fee is due before taking possession of the dog and is also non-refundable after the 2-week trial. **Transport Expenses: The fee for transporting the Pet is non-refundable.** All transport costs are used for services rendered to transport the dog. Transport expenses include but are not limited to payment to the transporter and procurement of a health certificate, which is state law and non-negotiable and non-refundable.

2. **Behavioral:** It is agreed and understood by Adopter(s) that, while Rescue Texas Resources endeavors to provide an accurate history and assessment of a dog, Rescue Texas Resources makes no representations or warranties regarding the dog’s health, breed, history, behavior, or temperament. It is further agreed and understood that environmental changes may affect/change the temperament of the dog and that Rescue Texas Resources shall have no liability or responsibility of any nature regarding defects with the dog, or injuries or damage to any person or property which may be caused by the dog.

3. **Care:** Adopter(s) agrees to provide this dog with a safe home, proper care and attention, and humane treatment in accordance with all applicable current and future state, county, and local laws. Adopter(s) further agrees that the dog will be a household pet residing primarily inside the Adopter's home (not in a yard or pen) and that the dog will be kept indoors when the adoptive family is away from home. The dog will **not** ride loose in the back of trucks, nor be chained or tied-out, or allowed to roam loose in the neighborhood. The dog will not be used for breeding, fighting, or exclusively as a hunting or guard dog, nor will it be used in experiments or research.

4. **Financial Commitment for the life of the dog:** Adopter(s) understands that there are costs involved in maintaining a dog and Adopter(s) agrees to assume full responsibility for the dog’s food, bills, health care, and licensing of the dog. Adopter(s) agrees to contact Rescue Texas Resources at the earliest opportunity if or when Adopter(s) have reason to believe that life circumstances will prevent the dog from receiving medical care, quality food and monthly prevention due to financial hardship. Rescue Texas Resources shall assist Adopter(s) with finding resources if hardship is a temporary situation.

**5. Rescue Dog 3-3-3 Rule:** Adopter(s) has read, asked Rescue Texas Resources questions if necessary and understands the importance of the Rescue Dog 3-3-3 Rule, introducing their new dog to other pets and children.

**6. SPAY & NEUTER FOR ALL UNALTERED DOGS/PUPPIES:**

- Adopter(s) understand that this dog must be spayed or neutered by the time they are six months old. If they do not comply with the terms of this contract, Rescue Texas Resources will regain possession of the dog and adopters will voluntarily and immediately release ownership and possession back to Rescue Texas Resources. If they fail to do so, Rescue Texas Resources will be entitled to enforce specific performance of this contract in addition to any other legal remedy available to Rescue Texas Resources.
- Adopter(s) understand that Rescue Texas Resources administers the first 3 sets of vaccines for puppies under six months of age. Adopters should consult their personal veterinarian to ensure their puppy receives any additional recommended vaccinations from their vet. Some veterinarians recommend a series of 4 vaccines for the first year. *Puppies with 2 rounds of vaccines are not totally protected from distemper or parvo. Adopter(s) understand that they should keep their puppy inside and away from public places, such as dog parks or pet stores, until the puppy has had all shots recommended by their veterinarian.*
- All puppies have been dewormed upon intake into Rescue Texas Resources. In some instances, puppies may still have worms or internal parasites such as coccidia or giardia, which may not show up until later. If still in the 2-week trial, Adopter(s) understands they should contact Rescue Texas Resources for medications if needed. If worms are noticed after the 2-week trial, Adopter(s) is fully responsible for vetting costs to treat the worms and Adopter(s) understands that Rescue Texas Resources is not responsible for reimbursement.
- Rescue Texas Resources will set up the spay/neuter appointment for the Adopter(s) if adoption is local in the Greater Houston area. If Adopter(s) have not heard from Rescue Texas Resources by the time the dog reaches 6 months of age, they shall contact Rescue Texas Resources at [info@rescuetexas.org](mailto:info@rescuetexas.org).
- Adopter(s) may choose to have the spay/neuter surgery done by their personal vet. If this option is chosen, Rescue Texas Resources will provide \$100 towards the surgery cost after the adopter(s) provides proof to Rescue Texas Resources that the surgery was performed. Proof should be sent via email to [info@rescuetexas.org](mailto:info@rescuetexas.org).
- Puppies adopted outside of the Greater Houston area shall have the spay/neuter surgery done by the Adopter(s) personal vet. Rescue Texas Resources will provide \$100 towards the surgery cost and the adopter(s) must provide proof to Rescue Texas Resources that the surgery was performed. Proof should be sent via email to [info@rescuetexas.org](mailto:info@rescuetexas.org). Note: The \$100 credit does not apply to puppies with a waived or reduced (below \$300) adoption cost.
- Adopter(s) understand that if a complication occurs from a spay/neuter surgery, it must be addressed immediately and with a vet approved by Rescue Texas Resources. If a complication occurs 2 weeks or later from the surgery date, Adopter(s) agrees to be

responsible for the costs incurred to fix the issue with their vet. Adopter(s) understand that Rescue Texas Resources is not responsible for reimbursement or further vet care.

7. **Vet Care:** Adopter(s) agrees to take the dog to a licensed veterinarian at least once a year for an examination and routine vaccinations (rabies and distemper/parvo) and tests (heartworm), followed by a regular course of heartworm and flea prevention, and to provide the dog with necessary veterinary care upon sickness, disease, and injury.

8. **Medical Records:** Adopter(s) grants permission to Rescue Texas Resources to obtain all medical records for this dog from Adopter's veterinarian at **any** time for **any** reason and agrees to indemnify and hold Rescue Texas Resources and any veterinarian harmless from all liability regarding the release of such medical records to Rescue Texas Resources.

9. **Identification:** Adopter(s) agrees that whenever the dog is allowed **outdoors**, the dog will wear a collar with an identification tag affixed to the collar. Rescue Texas Resources has microchipped and registered the dog with the microchip system and is listed as secondary contact on the chip registration information. If the dog becomes lost or separated from Adopter(s), Adopter(s) shall notify Rescue Texas Resources immediately.

10. **Use of Training Collars:** Adopter(s) agrees to use training collars including but not limited to prong collars, martingale collars, e-collars, electronic collars, pinch collars only when actively training. These collars must be removed when not actively training.

11. Adopter(s) consents to the examination of this dog by Rescue Texas Resources at any time for any reason. Adopter(s) consents and acknowledges that Rescue Texas Resources has the right to reclaim the dog at any time for failure to comply with the terms of this contract or for any misrepresentations made by Adopter(s) in the adoption application or in this contract. Adopter(s) agrees to allow Rescue Texas Resources onto Adopter's property to reclaim the dog if necessary. Adopter(s) agrees to relinquish custody of the dog to Rescue Texas Resources immediately upon request without legal writ or order until the situation warranting the reclamation is rectified. In the event the dog should be returned to or reclaimed by Rescue Texas Resources. Adopter(s) agrees to be financially responsible for any untreated medical issues or overdue vaccinations. If the dog proves to be heartworm positive, Adopter(s) agrees to pay for all costs associated with treating the dog for heartworms.

12. Rescue Texas Resources has a lifetime commitment to the dog. Adopter(s) agrees that if for any reason, he/she cannot keep and/or properly care for this dog; the dog must be returned to Rescue Texas Resources immediately. The dog shall not be given away, sold, or exchanged without prior written consent of Rescue Texas Resources. Adopter(s) understands that any friend or family member who wishes to take ownership of this dog will be required to apply with Rescue Texas Resources for the right to adopt the dog. It is strictly forbidden for the dog to be surrendered to a shelter, animal control facility or any rescue facility or organization other than Rescue Texas Resources.

13. Adopter(s) agrees to notify Rescue Texas Resources as soon as possible of any change in Adopter's contact information (i.e., address, phone numbers and email address).

14. Adopter(s) agrees to pay Rescue Texas Resources for all expenses, including court costs and reasonable attorney's fees, incurred by Rescue Texas Resources in enforcing the terms and provisions of this contract. Payment of these expenses shall not excuse Adopter(s) from the obligation of returning the dog to Rescue Texas Resources.

15. Any default or violation of any provision of this Agreement or any breach of any term of this Agreement shall be considered a material breach of the Agreement. Because of the purpose and intent of this Agreement as stated above, Adopter(s) agrees that any breach of this Agreement would damage Rescue Texas Resources in a way that could not be adequately compensated by monetary damages. Therefore, in the case of any such breach by Adopter(s), Adopter(s) shall immediately forfeit ownership and possession of the dog to Rescue Texas Resources. In the event of such breach Rescue Texas Resources shall have the immediate right to reclaim and take possession of the dog from Adopter(s) and Adopter(s) hereby agrees that upon such breach, he/she shall, upon demand by Rescue Texas Resources either in writing or in person, immediately surrender possession of the dog to a representative of Rescue Texas Resources. Adopter(s) agrees that any breach or threatened breach of this Agreement by Adopter(s) may be appropriately prevented by a temporary restraining order or injunction which orders Adopter(s) to return the dog.

16. In the event of breach of this Agreement by Adopter and the inability of Rescue Texas Resources to retake possession of the dog due to Adopter selling or giving the dog to a third party or otherwise disposing of the dog then Adopter agrees that the actual monetary damages sustained by Rescue Texas Resources by reason of the breach are uncertain and would be difficult to ascertain and that, in addition to the injunctive relief agreed to above, the sum of \$3,500.00 would be reasonable compensation for such actual monetary damages and that it would not be a penalty. Adopter agrees and promises to pay and Rescue Texas Resources agrees to accept that amount as liquidated damages and not as a penalty, in the event of breach of this Agreement by Adopter and the inability of Rescue Texas Resources to recover the dog.

17. It is agreed and understood by Adopter(s) and Rescue Texas Resources that this written agreement sets forth all promises, agreements, conditions, and understanding between them, oral or written, and that both parties have fully read and understood all of this agreement. Adopter(s) hereby affirms and declares that:

I/We, have never been accused of, investigated, charged, or ticketed with cruelty to any animal. All information provided by Adopter(s) in the Adoption application filed with Rescue Texas Resources is true and complete. Adopter(s) understands that the adoption of the dog will not be complete until the adoption fee has been received by Rescue Texas Resources. If Adopter's payment for the adoption fee is not honored, Adopter(s) shall pay, in cash, money order or alternative method, the adoption fee plus a service fee of \$25. Adopter(s) hereby releases,

indemnifies, and holds Rescue Texas Resources harmless from any and all liability and claims of any and every nature and cause, known or unknown, now or hereafter arising, directly or indirectly in connection with the dog.

### **Adopter's Voluntary Release/Waiver of Liability**

This Voluntary Release/Waiver of Liability (the "Release") is made and entered between this undersigned and Rescue Texas Resources ("Rescue") effective as of the electronic signing of this document. The undersigned desires to adopt an animal from a nonprofit organization, and as an inducement to nonprofit to agree to the adoption, the undersigned hereby represents, acknowledges and agrees as follows:

1. 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 of such risks.
2. I agree that I will not make any claims against, sue or attach any property of Rescue, its directors, officers, agents, affiliates, employees and/or volunteers for any injury or damage caused by any animal(s) adopted from Rescue.
3. 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 Rescue. It is my intention by this instrument to exempt and relieve Rescue from ALL liability for personal injury, property damage or wrongful death caused by negligence or otherwise.
4. I hereby agree to hold Rescue and its directors, officers, agents and/or employees and volunteers 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 Rescue and/or my ownership or care of any such animal thereafter.
5. I HAVE CAREFULLY READ THE FOREGOING, AND I UNDERSTAND THAT TOGETHER THEY CONSTITUTE A DISCLAIMER OF LIABILITY BY RESCUE AND A RELEASE OF ALL CLAIMS BY ME. I UNDERSTAND THAT I ASSUME ALL RISKS INHERENT IN MY DECISION TO ADOPT AN ANIMAL FROM RESCUE AND ANY RELATED ACTIVITIES. I VOLUNTARILY SIGN BELOW TO EVIDENCE MY ACCEPTANCE OF THE ABOVE PROVISIONS.
6. If any portion of this Release is held invalid, it is agreed that the balance hereof shall continue in full legal force and effect.
7. This Release is governed by the laws of the State of Texas applicable to agreements entered into and fully performed therein.