

ADOPTION CONTRACT

Southern California Pomeranian Rescue
14252 Culver Drive, Suite A-281
Irvine, CA 92604

THIS CONDITIONAL ADOPTION AGREEMENT is made this ____ day of _____ by and between Southern California Pomeranian Rescue (SCPR) (hereinafter "THE OWNER"), and _____ Driver's License. # _____

(hereinafter "THE ADOPTER"), who resides at _____
Primary Phone _____ Secondary Phone _____ Email Address _____

FOR AND IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, INCLUDING THE FULL AND CONTINUOUS COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT BY THE ADOPTER, THE PARTIES AGREE AS FOLLOWS:

1. SCPR does hereby deliver to THE ADOPTER and THE ADOPTER does hereby adopt as an indoor pet, the following described dog (hereinafter the "DOG"):

Breed:

Name:

Sex:

Approximate Age or Date of Birth (if known):

Color:

Coat Type:

Size:

Sterilized: Date Completed:

Micro chipped: Chip Name and number:

2. THE ADOPTER ACKNOWLEDGES AND UNDERSTANDS that the temperament, pedigree and health of this DOG may not be fully known, and does hereby assume full responsibility for any and all actions of, and for any personal injuries and/or damages that may be caused hereafter by or to the DOG, and hereby remises, releases and forever discharges THE OWNER from any claim, loss or liability whatsoever arising from or relating in any way to the DOG.

THE ADOPTER AGREES to indemnify and hold harmless THE OWNER from and against any and all claims, damages, losses, fees or costs arising from or relating to any and all claims relating to the DOG, including claims for personal injuries or damages caused by or to the DOG including BITING. Biting is an inherent risk in dog ownership and THE ADOPTER assumes said risk in its entirety.

3. THE OWNER makes no warranty, expressed or implied, regarding the DOG or the health, condition, age, pedigree, personality or temperament of the DOG.

4. THE ADOPTER shall provide a secure fenced yard for the DOG, proper grooming, nutrition, exercise and necessary veterinary care for the DOG including routine dental care. Once you take the dog from our possession you are fully responsible for all vet bills associated with this DOG. If you return the DOG to us within seven days, your contract will be destroyed and the adoption fee returned. No other expense of any kind will be paid to you, including veterinary bills.

5. If the dog is returned after more than seven days of signing this contract, the adoption fee will NOT be returned to you unless we have agreed to a different period of time based upon the needs of a particular dog.

6. THE ADOPTER agrees that the DOG shall be a house dog, allowed to sleep indoors and be protected from inclement or adverse conditions and shall not be housed or kept in a yard except during daytime hours and shall never be tethered or chained at any time. THE ADOPTER shall treat the DOG as a household pet, companion and family member and never use the DOG as an aggressive "guard dog" or for dog fighting or any other "sport" in which one animal is pitted against another, including hunting of any kind. The DOG shall not be transported unsecured, in an open area of any truck or utility vehicle.

7. THE ADOPTER shall comply with any and all local, county and state regulations and laws relating to the ownership, care, feeding and sheltering of the DOG, and shall at all times maintain a current license for the DOG.

8. If the DOG has not been sterilized prior to this adoption, THE ADOPTER AGREES to spay/neuter the DOG upon the reaching of its sexual maturity, but in no event later than _____ and THE OWNER will pay for that sterilization at OUR vet only and meet you there for the appointment that we set for you. Rarely do we let an unsterilized dog leave our home, so we will set the appointment and even care for the DOG after the surgery. If THE ADOPTER insists on taking THE OWNER'S DOG to their vet for sterilization, then THE ADOPTER will pay that vet bill IN ADDITION to the adoption fee to THE OWNER and THE OWNER will meet you at THE ADOPTER'S vet's office to confirm the DOG is/was sterilized, so ADOPTER is required to keep THE OWNER informed as to the date and time.

Your vet's name/business name: _____
Your vet's phone number: _____
Your vet's full address: _____

9. THE ADOPTER AGREES to notify THE OWNER in writing in the event that THE ADOPTER plans to relocate to a different place of residence and agrees to provide THE OWNER with a forwarding address within two weeks of moving from the address above so that the appropriate microchip information can be maintained.

10. In the event THE ADOPTER does not comply with the terms of this agreement or the DOG is abused or neglected, in the reasonable opinion of THE OWNER, THE OWNER may revoke the adoption and recover the DOG. Promptly upon demand by THE OWNER, THE ADOPTER shall surrender the DOG to THE OWNER, and THE ADOPTER authorizes THE OWNER to enter THE ADOPTER'S property and residence to recover the DOG.

11. THE ADOPTER may not abandon, give away, gift, sell, transfer to a shelter or otherwise transfer the DOG and shall notify THE OWNER immediately at any time you determine you can no longer keep the DOG in order that THE OWNER can take the DOG back or arrange another adoption. In the event that THE ADOPTER for any reason is unable to provide a home for the DOG, the Dog must be returned to THE OWNER at THE ADOPTER'S expense. If the DOG has been given away THE OWNER has the right to seize the transferred DOG. The DOG may not be euthanized except in the case of the DOG'S terminal illness or injury or old age accompanied by pain and suffering and with the concurring opinion of a licensed veterinarian. A licensed veterinarian in a private clinic or hospital must perform the euthanasia. THE OWNER must be informed of a change in the DOG'S health that would incur euthanasia. As actual damages for the failure to abide by this Agreement cannot be easily ascertained, THE ADOPTER agrees to pay as and pay for liquidated damages to SCPR the sum of \$7,500.00 in the event that this Agreement is breached.

12. THE OWNER requires a \$_____ adoption fee for the adoption of the DOG. THE ADOPTER is responsible for all vet bills for this DOG once it is left in your care. THE OWNER does not adopt out any obviously or seemingly unhealthy dogs to ADOPTERS and the dog must be returned before the seven days during the trial period and in the same condition as received by THE ADOPTER, a healthy and happy DOG, so it may be placed in another home. We will either refund your adoption fee or supply you with another DOG if done within the seven days of signing this contract.

13. THE ADOPTER is expected to be in constant contact with THE OWNER via email or phone messages to let us know if the adoption is going well or not. ADOPTERS usually know within seven days if this new DOG will work in their home, which is the reason for the seven day limit for the trial. In any adoption there could be problems but THE OWNER can't help THE ADOPTER if THE OWNER isn't kept informed of any problems.

14. In the case of illness or injury, THE ADOPTER shall seek prompt veterinary care for the DOG for the remainder of the DOG'S lifetime. If THE ADOPTER cannot afford the vet bills on this new DOG, they should not adopt one of our rescue dogs.

15. We will NEVER put you in touch with the previous pet parent so please do not ask as we have privacy issues we need to cover. You will receive all of the information that we have on the dog after the completed seven day trial. Most dogs do not come with background information, so you will know what we know. All information will be faxed or emailed to you so please be sure to include that information in this contract. Many rescued dogs do not come with health information because most people do not keep accurate and up to date records. We will do our best to give you background and health histories but cannot guarantee you will receive anything.

This agreement is the entire agreement between THE OWNER and THE ADOPTER and may not be changed or modified except in writing and signed by both parties. In the event that any part of this agreement is determined to be invalid, the rest of the agreement shall remain in full force and effect. This agreement shall be binding upon the parties and their respective heirs, executors, administrators and assigns.

THE OWNER:

THE ADOPTER:

Southern California Pomeranian Rescue

Name:

Signature: _____

Signature: _____

By:

Date: _____

Date: _____