

# Southern States Mastiff Rescue

AL, GA, MS, NC, SC, TN, VA

[WWW.SOSMASTIFFRESCUE.ORG](http://WWW.SOSMASTIFFRESCUE.ORG)

## ADOPTION CONTRACT

THIS AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_, between Southern States Mastiff Rescue (hereinafter "SSMR") \_\_\_\_\_, and \_\_\_\_\_ (hereinafter "the adopter[s]"), \_\_\_\_\_ concerning the adoption of \_\_\_\_\_, I.D.# \_\_\_\_\_ (hereinafter "the mastiff").

In consideration of the mutual promises made in this agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- SSMR is a 501(c)(3) non-profit corporation dedicated to the rescue and adoption placement of Mastiffs.
- The adopters have filed an adoption application with SSMR and have been approved to adopt the mastiff after completing all stages of the adoption approval process. The adopter (s) acknowledge reading and receiving Advice to New Mastiff Owners.
- The mastiff is the property of SSMR.
- In consideration of the commitment of the adopters to provide the mastiff with the appropriate standard of physical and companionate care required, the parties agree to the adoption of the mastiff by the adopter(s). After the execution of this contract and SSMR's receipt of payment in full of the adoption fee of \_\_\_\_\_, the mastiff will become the property of the adopter(s), subject to continued compliance with all of the requirements and conditions of this contract.
- The mastiff has received a basic veterinary health exam. The mastiff has received a heartworm test and has been kept continuously on heartworm preventative and/or treatment since that test. The mastiff has been micro-chipped (# \_\_\_\_\_) and registered with \_\_\_\_\_. The mastiff has received, or is current on, vaccination for distemper/parvo and rabies. In the event that SSMR has possession of any medical records pertaining to the mastiff, SSMR will provide the adopter(s) with a copy of said records but the parties agree that SSMR has not reviewed these records and makes no representations regarding the health of the mastiff except as set forth in Schedule A. The

adopter(s) accept full responsibility for the future health care of the mastiff including any specific treatment protocol set forth in Schedule A.

- The adopter(s) agree to provide the highest quality of care for the mastiff, including, but not limited to:
  - High quality dog food
  - Routine grooming, including nail-clipping
  - Appropriate exercise
  - Proper shelter from heat and cold
  - Socialization
  - Any training necessary to ensure the mastiff's polite behavior in the settings it is likely to encounter.
  - Appropriate veterinary care, including but not limited to an annual wellness exam and vaccinations for distemper/parvo. It will also receive vaccination for rabies pursuant to the schedule required by law in the area in which the adopter(s) reside. The mastiff shall be tested for heartworm on an annual basis and maintained on heartworm preventative without interruption throughout the year.
  - Licensing as required by the governmental entity in which the adopter(s) reside.
- Recognizing the inherent bonding and affectionate needs of the breed, the mastiff will live primarily inside the house and will be kept as an indoor household pet and companion of the adopter(s).
- Under no circumstances will the mastiff be allowed outside the house unless restrained by a fence or leash.
- Under no circumstances will the mastiff be kept outside on a tie unless in the presence of the adopter(s).
- Under no circumstances shall the mastiff be trained as a guard or attack dog.
- Under no circumstances shall the adopter(s) sell, lease, give away, or otherwise transfer the ownership or possession of the mastiff except for appropriate boarding during the absence of the adopter(s).
- In the event of any inability or failure of the adopter(s) to continue to provide the environment and care set forth in this agreement or to comply with all terms and conditions of this contract, SSMR shall be entitled, at its option, to take the mastiff back into rescue. Any costs incidental to and necessary for the mastiff to be taken back into rescue, will be the responsibility of the adopter(s).
- In the event that SSMR makes the decision to retake the mastiff into rescue, the adopter(s) shall be notified in writing of the decision and it is agreed that in these circumstances title to the mastiff shall revert immediately to SSMR upon notice to the adopter(s). The adopter(s) shall have no further rights in or claims to the mastiff and shall be deemed to have fully released any such claims.

- SSMR reserves the right to make any inquiry necessary, including visits to the home of the adopter(s), to ascertain that the above obligations of the adopter(s) are being met. The adopter(s) agree that all persons caring for the mastiff in any capacity shall provide information to SSMR upon request concerning the health and welfare of the mastiff.
- In the event any of the above terms and conditions are violated, SSMR shall be entitled to take back possession of the mastiff. In such an event the adopter(s) will be responsible for all costs incurred by SSMR in taking possession of the mastiff, including but not limited to, transportation costs, attorneys' fees, and court costs.
- In the event the adopter(s) find that the mastiff is unsuitable as a member of their household the mastiff will be taken back into rescue. If this finding is made within 30 days of the signing of this agreement the adopter(s) shall receive a refund of the adoption fee minus any costs incurred by SSMR in returning the mastiff to rescue, including the remedying of any health or welfare issues arising from any negligence on the part of the adopter(s) in caring for the mastiff. 17. The adopter will inform SSMR within 10 days of any change in address.
- This document is the entire agreement of the parties. No provision of this agreement may be altered or amended except in writing and signed by the parties in the same formality as this agreement.
- If any provision of this agreement is found to be unenforceable then that provision shall be severed from the agreement and the remaining provisions shall remain in full force and effect.
- In the event any litigation shall be necessary to enforce this agreement, that litigation shall take place in the State which was the home of the mastiff at the time of the adoption and in the County where that state's State Coordinator then resides. Either party shall contact the other in notification of such action with proof of the notification provided to the court. Both parties agree to abide by the decision of the court.
- Other than the representations contained in paragraphs 5 (including Schedule A, if any), SSMR makes no express or implied warranty, representation or promise regarding the age, health, habits, history, disposition or safety of the mastiff. The adopter(s) release, discharge and hold SSMR harmless of and from any and all actions, suits, debts, claims, liabilities, controversies, damages, costs, expenses attorneys' fees, and demands of any nature whatsoever, including but not limited to claims for personal injury or property damage caused by the mastiff. The adopter(s) agree to indemnify SSMR, its insurers, officers, directors, employees, and agents, against any liability for all judgments, settlements, penalties, forfeitures, finds, costs, expenses and attorneys' fees, that arise out of the adopter(s) adoption or ownership of the mastiff.

\_\_\_\_\_  
Signature of Adopter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Legal Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Home  
Telephone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Volunteer Signature

\_\_\_\_\_  
Date check #

Payment Method:  PayPal  Check (  )  Money Order  Other \_\_\_\_\_ .

Payment Amount: \_\_\_\_\_

\_\_\_\_\_  
State Coordinator Signature

\_\_\_\_\_  
Date