**ADOPTION CONTRACT**

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| --- | --- | --- | --- |
| **Adopter’s Information:** | | | |
| Name: | Last: |  |  |
| Address: | State: | City: | Zip: |
| Email: | DL: | DL State: | Phone: |

|  |  |  |
| --- | --- | --- |
| **Animal’s Information** (hereinafter referred to as the “Animal”) | | |
| Name: | | Breed: | Age: Sex: |
| Color: | | Fee: | Paid Via: |

**Hold Harmless Agreement:** **The adopter hereby understands, promises, and agrees that in receipt of this animal to forever release, discharge and covenant to hold harmless the rescue, and by other person, firm, or organization charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors, and assigns from any and all claims, damages and costs, expenses, loss of services, actions and causes of action belonging to the said adopter, arising out of any act or occurrence from the present time and particularly on the account of the adoption of the animal. Initial: \_\_\_\_\_\_\_\_\_\_**

**Medical Release and Continuation of Care Agreement: The animal has been appropriately examined by a licensed veterinarian and is adopted out as such, with all current medical history disclosed. Any post adoption medical examinations and/or treatments will be at the cost of the adopter. All animals adopted through A Barking Chance Animal Rescue must have basic and routine veterinary care continued under new adopter and at adopter’s expense, such as but not limited to routine vaccinations, heartworm testing and prevention, and flea and tick prevention as to eliminate illness and disease. Initial: \_\_\_\_\_\_\_\_\_\_­**

**RIGHT OF OWNERSHIP:** The animal being adopted is the “sole property” of A Barking Chance Rescue, and has been surrendered as such by private owners or animal facilities that have signed a statement agreeing that the above mentioned animal is not owned property of any other person, firm or organization. The rescue shall not be held liable, charged or chargeable for any misrepresentations unknown to the rescue. Initial: \_\_\_\_\_\_\_\_\_\_

**TRANSFER OF OWNERSHIP:** The animal shall not be sold, given to, or adopted to anyone else, nor should there be any transfer of ownership to any firm, corporation, or organization of other homeless animals, such as another rescue facility or research facility. The animal adopted from A Barking Chance Rescue must be returned to A Barking Chance Rescue if for any reason the adopter can no longer keep it. Adoption fees are non-refundable. Returned checks will incur a $25 charge. Initial: \_\_\_\_\_\_\_\_\_\_

**ENVIRONMENT:** The animal shall reside indoors, in the adopter’s home, and live as a family member and companion only. If the animal is a dog, it may have outdoor access while the adopter is not home but must not be kept as an outside only dog. Adequate shade, shelter and water must be available in outdoor areas. A fence must enclose the yard, and it must be of adequate height and be well maintained. Under no circumstances should the dog be tethered, chained or affixed to an outdoor structure. The animal must not ride in the back of a truck. The animal at all times shall be required to wear a collar with the rabies tag and identification tag. Initial: ­­­­\_\_\_\_\_\_\_\_\_\_

**IMPORTANT NOTICE-TEMPERMENT:** The rescue makes no explicit or implicit guarantees in reference to the health and/or temperament of the animal. While the rescue makes every effort to only place healthy animals, the rescue cannot guarantee the health of any animal, and shall not be held responsible for any medical expenses which may be incurred, hereby expressly excluding any implied warranties of merchantability or fitness for any particular purpose, including without limitation, any warranties regarding health, temperament or whether the animal is housebroken. Initial:

**COSMETIC SURGERY:** Unless directed by a licensed veterinarian for reasons related to the health and welfare of the animal, cosmetic surgery will not be performed under any circumstances, including, but not limited to, tail docking, ear cropping, declawing or devocalization. Initial: \_\_\_\_\_\_\_\_\_\_

**RESCUE RESERVATION OF RIGHTS:** The rescue deserves the right to follow up on this adoption, to inspect the animal or where the animal is kept, for the sole purpose of determining compliance with the terms of the within contract. If the terms and conditions of this contract are not upheld by the adopter, and/or any misrepresentations have been made by the adopter, the rescue reserves the right to terminate this contract and the adopters will agree to allow a representative of the rescue to reclaim the animal without notice or refund. The adopter further agrees that if the animal must be redeemed through a claim and delivery service, that the adopter will be held liable for all court costs and fees for the adopter’s attorney and for the rescue’s attorney. If the animal becomes lost, seriously injured, and/or permanently disfigured, or for any reason the animal dies, the rescue must be notified within five (5) business days. Initial: \_\_\_\_\_\_\_\_\_\_

**Return Policy:** The animal being adopted is to always be returned to A Barking Chance Animal Rescue for any cause or reason the adopter cannot keep the animal as stated in the Transfer of Ownership clause. No refunds are issued in the event the animal must be returned to A Barking Chance Animal Rescue. Adopting an animal is a serious commitment of time and finances, by signing below, you are in agreeance as well as all members of the household to comply with the terms of the contract herein. Initial: \_\_\_\_\_\_\_\_\_\_

Adopter’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:

A Barking Chance Dog Rescue Representative: Date: