



Samoyed Rescue of Texas, Inc.

Recognized by the Samoyed Club of America

Affiliate of National Samoyed Rescue

ADOPTION AGREEMENT

Date: _____

The following agreement specifies what Samoyed Rescue of Texas, Inc. (SRT) feels is required to provide a safe and loving home for a dog. Please understand details of the contract reflect our concern that both owner and dog have a happy life together. The conditions set forth are based on years of experience and a continuing commitment to see these dogs find safe and happy permanent homes. We hope you understand a considerable emotional involvement, time and energy go into insuring our dogs have the best possible second chance at life.

*I/We, the undersigned agree that our adopted canine is above all else, a **lifelong commitment**. We promise to treat our new dog has a respected family member; and to provide for their physical and emotional well-being for their entire life. Initials _____ Initials _____*

I/We, the undersigned, AGREE TO THE FOLLOWING TERMS OF ADOPTION:

1- To keep the dog in my personal possession, as my household pet and companion, and to provide proper and sufficient food, water, shelter, grooming, and humane treatment at all times. We agree to **never** shave our Samoyed unless ordered to do so by a Veterinary Specialist for medical reasons.

2-Adoption Donation: To assist in our rescue mission, Adopter agrees to make a non-refundable donation in the amount of \$700.00 dollars, unless otherwise noted, (credit card or PayPal charges please add 5%). Monthly preventatives or supplies purchased for Dog will be added to Adoption Donation amount.

3- To procure licensed veterinary care at once if the dog becomes sick or injured. To keep current all vaccinations, medicine, and preventative care (includes heartworm preventative) for the continued life and good health of the dog.

3- To provide the dog with identification tag secured to a collar, and microchip as a means of permanent identification. Tattooing may be done in addition to, but not in lieu of a microchip.

4- To obey any and all animal control regulations governing the area in which the dog lives, and to license the dog within one month of the adoption date.

5- To ensure that when outside and unattended, the dog is in a secure fenced yard, or kennel run with adequate shelter from the elements. We agree to exercise the dog off lead only within a secured area, or by walking on a leash. The dog will never be allowed to run loose. To never chain the dog under any circumstances, or tie the dog without being in attendance, or as a means of primary confinement.

6- Never allow the dog to be transported loose in the open bed of a pickup truck or similar vehicle. Never leave the dog unattended in a closed vehicle, without the benefit of temperature-controlled air conditioning.

7- To NEVER sell, abandon, give or rehome the Dog to another person, company, organization, medical research entity, animal shelter, or pound. You agree to:

A. Return the Adoptee to SRT and relinquish ownership. Adoptee is responsible for arranging safe transportation and paying all costs.

B. Obtain approval from SRT to transfer the Dog to an individual. New adopter must submit a completed Adoption Agreement to SRT.

C. If no suitable home is immediately available, Adopter may be asked to assist in paying Dogs boarding costs, for an agreed time. Note: Boarding costs average \$35-45 dollars per day.

8- To Provide Estate Provisions; providing for the 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 SRT in the event of Adoptees death.

9- To allow a SRT representative to examine the dog and living conditions and to surrender the dog to said representative for return to the organization if the conditions are found to be unsatisfactory.

10- To assume full responsibility and hold SRT and its representatives harmless for the actions of, and for any damage done by the adopted dog.

11- To allow follow up visits and phone calls by Samoyed Rescue of Texas, Inc., to ascertain that all of the covenants and clauses of this agreement are being satisfied. Adopter is obligated to cooperate with Rescue.

12- To make an immediate and serious effort to *find the Dog if it becomes lost* by (a) filing lost reports with the local police, animal control authorities, animal shelters, SPCAs and local veterinarians and pet stores, (b) post lost dog signs (c) post on all local Social Media outlets possible (d) contact us for additional support and advice.

13- To communicate by email (with photographs) with SRT daily for ten days, then bi-weekly for three weeks. This is so that if there are any questions with the adoption, or just an "everything is going great" update, SRT can keep up to date on how well the adoption is going and offer help and assistance.

14- To notify SRT of all changes in contact information, address and/or telephone within 30 days after the change. Communications should be mailed to: **Samoyed Rescue of Texas, Inc., 5706 East Mockingbird Lane, #115-357, Dallas, Texas 75206**

15- To cooperate with Samoyed Rescue of Texas, and their partners, pertaining to programs requiring post adoption photographs and health data. Photographs to be supplied upon request. In some cases, suppliers may have permission and full rights to use any supplied photographs for their advertising or marketing purposes.

16- If I adopt a Samoyed that is younger than 6 months of age, I agree to spay or neuter my Samoyed no earlier than 6 months of age and no later than 7 months of age. If I adopt an un-spayed or un-neutered Samoyed older than 6 months of age, I agree to spay or neuter my Samoyed within 1 month of the date I receive control of my Samoyed. Within 1 month of successful spaying or neutering, I agree to provide a copy of the spay/neuter certificate to SRT. If I fail to spay or neuter my Samoyed, I agree that ownership of my Samoyed will revert to SRT, and I will return my Samoyed to SRT at SRT's request and according to the instructions provided by SRT.

Release and Indemnity : Adopter hereby specifically and forever release, and hold SRT (its board of directors, its members, officers, and agents) harmless from all claims, demands, actions, causes of action, and any and all liability arising from the placement for adoption by SRT, in accordance with, and in reliance on, the representation we have made and the authorizations we have provided under the terms of this document. I/we agree to indemnify and hold harmless SRT for any damages suffered and expenses incurred (including legal fees) in defending any legal action, whether for bodily injuries or death, property damage, breach of contract, or otherwise, whether instituted by us or by any other person or persons including the original owners, arising out of or in consequence of the placement of the dog, in reliance on the authorizations, representations, and warranties we have made in this agreement.

No Warranties: SRT makes no warranty as to the temperament or physical condition of the Adoptee. The Adoptee is being adopted as is.

Right to Reclaim: Adopter understands and agrees that SRT 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 SRT 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

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

The undersigned have read and understand all the contents of this document, are aware this is a binding and legal contract, and hereby agree to abide by the "Terms of Adoption" listed above. Must be signed by all adults in household.

Signature: _____ Date: _____

Printed Name: _____

Address: _____

Phone Number: _____ Email: _____

Signature: _____ Printed Name: _____

Emergency Contact: (Name, address, mobile number, email): _____

Name of Dog(s) adopted: _____

SRT ID # / Microchip #: _____

Samoyed Rescue of Texas Use Only:

Accepted: (SRT Officer): _____

Printed Name: _____ Date: _____

SAMOYED RESCUE OF TEXAS, INC

Email: steve@samoyedtexas.com



Samoyed Rescue of Texas

VOLUNTARY RELEASE / WAIVER OF LIABILITY

This Voluntary Release/Waiver of Liability (the "Release") is made and entered between this undersigned and The Rescue Train ("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:

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 such risks.

2. 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.

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 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.

4. 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.

5. 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

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.

Dated: _____ 20___. Executed at _____, Texas.

Signature of Adopter: _____ Printed Name: _____

Signature of Adopter _____ Printed Name: _____

SAMOYED RESCUE OF TEXAS, INC.