

RESCUE DOGS DREAM, INC.

Mailing Address: PO Box 1649, Homosassa Springs, Florida 34447 Website: <u>http://rescuedogsdream.com</u> A 501(c) 3 non-profit organization

ANIMAL ADOPTION CONTRACT

THIS AGREEMENT is made this ______ day of ______ by and between Rescue Dogs Dream, Inc., hereinafter referred to as "Rescuer" and ______ hereinafter referred to as the "Adopter".

The Adopter understands, agrees and commits to the following: that in receipt of this dog, to forever release, discharge and covenant to hold harmless Rescuer, their heirs, executors, administrators, successors and assigns from any and all claims, damages, costs, expenses, any act or occurrence from the date of this contract forward with reference to the adoption of ______ (Dog's name), hereinafter referred to as "this Dog", "the Dog" or "Dog".

| Name of Dog: | Microchip # and Maker: |
|-------------------------------|------------------------|
| Gender: | Color/markings: |
| Date of birth or approx. age: | Breed: |

The Adopter hereby declares that neither representations about the nature of the adopted Dog nor any representations regarding the nature and extent of legal liability or of financial responsibility have induced the Adopter to sign this contract.

The adoption fee of \$______for this Dog is to help defer or reimburse Rescuer for any and all medical expenses incurred by the Rescuer. The Dog has been examined by a veterinarian, is microchipped, spayed or neutered, up to date on vaccinations and heartworm tested. Other procedures are done on an "as needed" basis.

Reimbursement

Because Rescuer invests a significant amount of time for evaluation, medical needs and training, there is no reimbursement given if the Dog is returned or if the Dog needs to be rehomed.

Collars, tags and microchip

The Dog will not wear a pinch collar, choker collar or any similar article around his/her neck for ANY purpose. Rescuer strongly suggests, at all times, the dog wear a traditional nylon or leather collar with AT LEAST the rabies tag and other forms of identification at the Adoptive family's discretion. Dog will always be on a leash or within an adequately fenced yard. Adopter will register the microchip of the Dog with the appropriate company as soon as contract is signed.

Transfer of Ownership

The Dog shall not be sold, given to, or adopted to anyone else, nor shall there be any transfer of ownership to any firm, corporation, or organization for homeless animals such as a rescue facility or research facility. If the Adopter requests to return the Dog, under extreme circumstances and solely at the discretion of the Rescuer, the Rescuer will assist the Adopter in rehoming the Dog. This includes assistance with advertising on rescue sites, background checks and reference checks if applicable. THE RESCUER MAY TAKE OWNERSHIP OF THE DOG FROM THE ADOPTER UPON ITS SOLE DISCRETION AND ONLY IF THE RESCUER HAS SUFFICIENT RESOURCES FOR THE RETURN OF THE DOG.

Environment

The Dog shall reside indoors, in the Adopter's home and live as a family member companion only. The Dog will not be kept outdoors during the Adopter's working hours or at any other time left alone outdoors while Adopter is not at home. The Dog may be confined to a bedroom or other room of adequate size and protected from the elements of inclement weather. The Dog may be crated but for no more than 8 hours within a 24-hour period of time. The crate must be large enough for the dog to stand up in and turn around and must have the proper floor space for Dog to comfortably lie down.

Home Inspection/environmental check and medical check

The Rescuer will do a "home inspection" prior to adoption and do a veterinary check. These are necessary to ensure that the environment is a fit for the Dog and that the veterinarian recommends the Adopter. The Adopter agrees that it will continue with medical maintenance of the Dog once the Dog has been adopted. The Rescuer will provide to the Adopter a list of all medicines that are necessary and the dates last administered. The Rescuer will also advise the date and how often the medicine should be administered for the first month after the execution of this agreement and delivery of the Dog. The Adopter agrees that it will thereafter take sole responsibility to ensure that this medical maintenance is maintained.

Temperament/health

While the Rescuer makes every effort to place only healthy animals with good temperaments, the Rescuer cannot guarantee the health or temperament of any animal and shall not be held responsible for any medical expenses or damages which may be incurred by or because of the Dog or actions of the Dog while in the possession of the Adopter. The Dog is adopted "as is" and the Adopter assumes all responsibility for any and all existing conditions of the Dog or any other conditions of physical or temperamental changes that may occur in the Dog.

Transportation

Adopter agrees that the Dog will not ride in the back of a pickup truck under any circumstances including those such as in an unsecured cage/kennel, or tied. The Dog shall not remain in any vehicle during any inclement weather.

Adequate Fencing

The Adopter agrees that the definition of an adequate fence is a fence that encloses a yard or a large pen. The fence will prevent other animals and humans from entering the property. When the Dog is in the yard, the Adopter will stay with the Dog to prevent any injury or other mishap.

Rescuer's Reservation of Rights

Rescuer reserves the right to follow up on this adoption, to inspect the dog, where the Dog is kept for the sole purpose of determining compliance with the terms of the contract by making a visit to the premises of the Adopter at any time. If the terms and conditions of this contract are not upheld by the Adopter and/or misrepresentation have been made by the Adopter, Rescuer reserves the right to terminate this contract. If the dog becomes lost, seriously injured and/or permanently disfigured, or for any reason the dog dies, the Rescuer must be notified immediately.

Cost of enforcement

Should it become necessary for Rescuer to take action to recover an adopted Dog or otherwise enforce the provisions of the adoption contract agreement, the undersigned Adopter will be responsible for all court costs and any and all attorney fees and costs of the Rescuer. The Adopter also agrees that it will be responsible for all court costs and attorney fees and costs that it may incur with regards to enforcement of this agreement.

Right of Ownership

The Dog adopted from this rescue is "sole" property of Rescue and has been surrendered as such by private owners or animal facilities that have signed a "Transfer of Ownership" agreeing that the above-mentioned Dog is not owned property of any other person, firm or organization. Rescuer shall not be held liable or charged for any misrepresentation unknown to this Rescue, *Rescue Dogs Dream, Inc*.

Adopter's Acknowledgement of Terms

I hereby acknowledge receipt of the described Dog and therefore agree to the terms described in this agreement without exception.

| PRINT CLEARLY: | | |
|-------------------------|-------------|------|
| ADOPTER'S NAME: | | |
| ADOPTER'S SIGNATURE: | | |
| ADOPTER'S ADDRESS: | | |
| CITY: | STATE: | ZIP: |
| HOME PHONE: | CELL PHONE: | |
| E-MAIL ADDRESS: | | |
| RESCUE DOGS DREAM, INC. | | |
| VOLUNTEER-PRINTED NAME: | | |
| SIGNATURE: | | |