



Doxie Rescue of Bucks County & NJ Adoption Agreement

Overview

DRBC is a New Jersey nonprofit corporation whose sole purpose is to ensure that each dachshund that DRBC rescues is ultimately placed in a home that will lovingly care for and make the dachshund a permanent member of the family. DRBC is run exclusively by volunteers and does not profit financially from the adoption of dachshunds.

Thank you for choosing a Dog[s] from Doxie Rescue of Bucks County & NJ [DRBC]. We love the Dachshund breed. No Dachshund should ever be destroyed because of someone's selfishness, that is why we appreciate your help in providing a good home for this PET Dachshund.

Agreement

This Adoption Agreement ["Agreement"] is entered into by and between Doxie Rescue of Bucks County & NJ, Inc. ["DRBC"] and signed adopter ["Adopter"].

WHEREAS, DRBC is a not-for-profit New Jersey corporation and an IRS Section 501[c][3] charitable organization.

WHEREAS, DRBC is a volunteer organization devoted to rescuing Dog[s], including dachshunds and dachshund mixes and locating permanent homes for the Dog[s].

WHEREAS, Adopter is interested in adopting the Dog[s] described herein.

WHEREAS, Adopter has completed a DRBC Adoption Application, provided DRBC with references and obtained DRBC's approval to adopt the Dog[s].

WHEREAS, upon execution of this Agreement by the Adopter and DRBC and upon payment to DRBC of the adoption fee described herein, DRBC agrees to give custody, possession and control of the Dog[s] to the Adopter for as long as Adopter complies with the terms and conditions of this Agreement and any addendums to the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, DRBC and the Adopter agree as follows:



Doxie Rescue of Bucks County & NJ

- 1.0 Medical Condition. DRBC shall provide the DRBC Dachshund's medical history to Care Provider upon adoption and to the extent available.
- 2.0 Vaccinations. DRBC has taken the Dog[s] to a licensed veterinarian and will provide Adopter with copies of the Dog[s]'s medical records while in DRBC's possession. Vaccinations include the following:
 - a. Rabies – Given on a one [1] or three [3] year basis given the animal's history and age and in accordance with AVMA Guidelines.
 - b. Distemper with Leptospirosis - Given on a one [1] or two [2] year basis given the animals history and age and in accordance with AVMA Guidelines.
 - c. Canine Influenza – Optionally given annually based on availability to the rescue.
 - d. Bordetella – Not given.
- 3.0 Spay/Neuter. - Unless limited by age or separate Spay-Neuter Agreement, DRBC Dog[s] are altered prior to placement in adoptive homes. Should an animal be discovered to be intact, it will be the responsibility of the Rescue to temporarily recover the Dog[s] and perform the required procedure. Alternate arrangements as specified in the DRBC Spay-Neuter Agreement may be arranged.
- 4.0 Parasitic Testing. - All DRBC Dog[s] are dewormed for common parasitic disease [roundworm, hookworm, tapeworm] upon arrival and are tested for the following:
 - a. Heartworm
 - b. Lyme
 - c. Ehrlichiosis

Animals which are found to be positive are treated prior to adoption.

- 5.0 Documentation - DRBC reserves the right to forward all paperwork concerning the health of the adopted animal within ten [10] business days following this adoption.



6.0 Fees. Adopter agrees to pay the following fees:

- a. Adoption Fee: \$275.00 per Dog[s]
- b. Food: \$55.00 per bag of food
- c. Vitamins: \$20.00 per Bottle
- d. Dental Water Preventative: \$20.00
- e. Collar and Leash: \$25.00
- f. Clezadent Oral Treatment: \$40.00
- g. Flexadin Joint Supplement: \$45.00 per Dog[s]
- h. Paxon [Female Only] Urinary Acidifier: \$35.00
- i. 12 Months TriHeart Heartworm Medication: \$100.00 per Dog[s]
- j. 6 Months Vectra 3D Flea/Tick Preventative: \$125.00 per Dog[s]

Where applicable, DRBC will provide Adopter manufacturer rebate coupons to offset costs.

7.0 Forms of Payment. – The following applies to payment for DRBC Adoption Packages:

- a. DRBC will accept payment in the form of cash, check or credit card. A \$20 add on fee for credit card processing will be charged in accordance with the use of this form of payment.
- b. Service Charge[s]. Adopter agrees to pay a thirty-five dollar [\$35.00] service charge on any returned check or failed credit card, and will have no more than ten [10] business days to pay this service and the outstanding adoption fee debt to DRBC via cash or money order only. Failure to do so shall result in breach of this Agreement, a reversal of Adopter's rights of ownership of the Dog[s] and the agreement of the Adopter to return the Dog[s] to DRBC.

8.0 Refund Policy. - Limited Refund Guideline Policy

- a. The full adoption fee may be refunded if the animal is returned within 21 days of adoption date. DRBC will issue a written memo authorizing return and specifying all details. DRBC will not refund for any open or used supplies.
- b. No refunds will be given if an animal runs away or is stolen. Request for refunds outside of these guidelines require approval.
- c. DRBC WILL NOT BE RESPONSIBLE FOR ANY MEDICAL BILLS related to the animal that is adopted or reclaimed.



2. Adopter's Standard of Care:

(a) General

(i) Adopter shall adopt the Dog[s] as a personal indoor pet and companion for self/family and not as a gift for another.

(ii) Adopter shall comply with all state and local laws pertaining to Dog[s]s, including, but not limited to vaccinations, licenses and all applicable leash and zoning laws.

(iii) While outdoors, the DRBC Dachshund shall be:

[1] confined in a secure fenced yard or similar area, or

[2] kept on a leash that is physically held by a responsible person.

Under no circumstances shall the Adopter cause the DRBC Dachshund to be chained, tied out or otherwise restrained without direct, immediate human presence and supervision.

(iv) Adopter shall provide a humane collar with a current rabies tag and I.D tag with Adopter's contact information, which the Dog[s] shall wear outside of Adopter's home.

(v) Adopter shall provide daily food, water and exercise in adequate amounts for the Dog[s]'s size and weight, humane shelter and veterinary care.

(vi) Adopter shall not allow the Dog[s] to be used for biomedical research or experimentation.

(vii) Adopter shall register the Dog[s]'s microchip, if applicable within thirty [30] days of the date of this Agreement.

(b) Medical. Adopter shall provide annual semi-medical checkups by AVMA policies and a licensed veterinarian, which shall include, but not limited to:

(i) Finance all medical care needed by the Dog[s] commencing at the time the Adopter assumes physical custody of the Dog[s]. Should the Adopter be unable or unwilling to provide the needed care, the Adopter should immediately contact DRBC for return of this Dog[s] to the rescue and termination of this contract.



(ii) Provide normal, routine healthcare for the Dog[s] as deemed suitable by a AVMA policies and a licensed veterinarian, including, but not limited to: [i] heartworm preventative care; [ii] vaccinations; [iii] flea/tick preventative care; and [iv] general grooming, including a) nail clipping and b) ear cleanings.

3. Possession of the Dog[s]

(a) Ownership. Adopter acknowledges that until execution of this Agreement, and compliance with the terms of this Agreement, the Dog[s] is owned by and property of DRBC.

(b) Continued Possession. The Adopter agrees not to abandon, give away, sell or trade the Dog[s] to any other person or organization, including other rescue groups, shelters, veterinarians, family members, social organizations, friends, coworkers or unknown parties. This Dog[s] will never be listed in a newspaper ad or on-line listing including, but not limited to Free Cycle, FaceBook or Craig's List.

(i) In the event the Adopter is unable to keep the Dog[s] for any reason, the Adopter shall contact DRBC by telephone or in writing to discuss and arrange for the return of the Dog[s] to DRBC. Should the adoption have involved the placement of two Dog[s]s, BOTH must be returned and all fees are doubled accordingly.

(ii) Under NO circumstances is this Dog[s] to be put down or destroyed if no longer wanted in Adopter's home. Adopter fully understands and agrees that relinquishment of this Dog[s] to DRBC will be done without delay and that failure to comply with these conditions will mandate a fee of \$5000 per Dog[s] and any fees required to recover the Dog[s].

(c) Surrender of the Dog[s]. Upon surrender of the Dog[s] to DRBC, Adopter shall provide proof of current vaccination and medical records. Upon surrender of the Dog[s], Adopter acknowledges that he/she has relinquished all rights of ownership to DRBC.

4. Inspection.

(a) Adopter agrees to allow a representative of DRBC access to his/her premises to inspect the Dog[s] and its living conditions to ensure the Dog[s] is being cared for in a humane manner and is in good health. The presence of a DRBC representative on Adopter's property for this purpose shall not constitute a trespass.



(b) Upon personal inspection, if it is the judgment of the representative of DRBC that the Dog[s] is found to be suffering emotionally or physically from either a lack of humane care, humane living conditions or medical treatment, intentional or otherwise, Adopter shall immediately relinquish all rights of ownership of the Dog[s] to DRBC and allow the DRBC representative to physically remove the Dog[s] from the premises immediately.

Conditions of Contract

5. Representations and Warranties

(a) Adopter's Representations and Warranties. Adopter hereby represents and warrants that:

- [i] Adopter is at least twenty-one [21] years old;
- [ii] Adopter has read and understands all of the terms of this Agreement;
- [iii] Adopter agrees to perform his/her obligations under this Agreement; and
- [iv] this Agreement constitutes the legally binding obligation of Adopter enforceable against Adopter in accordance with its terms.

(b) DRBC's Representations and Warranties. DRBC hereby represents and warrants that:

- [i] DRBC has all requisite power and authority to enter into and perform its obligations under this Agreement;
- [ii] The person signing this Agreement for DRBC is duly authorized to execute and deliver this Agreement on its behalf; and
- [iii] This Agreement constitutes the legally binding obligation of DRBC enforceable against it in accordance with its terms.

6. Damages. The violation of any of the terms of the Agreement by Adopter shall subject the Adopter to:

- (a) Payment of liquidated damages in the minimum amount of five thousand dollars [\$5,000.00], or the maximum allowable damage awardable by Adopter's resident state if less, plus interest, due to payable from the date of demand.
- (b) Attorney fees and costs incurred by DRBC in the enforcement of this Agreement.
- (c) Return of the Dog[s], if requested by DRBC.

7. Indemnification. Adopter agrees to indemnify, release, defend and hold harmless DRBC from and against any and all claims, losses, damages, liabilities, injury or death or expenses [including attorneys' fees] arising directly or indirectly from, or as a result of, or in



connection with the Dog[s] upon and after adoption.

8. Release. Adopter releases, waives exonerates, discharges and agrees not to sue DRBC, its officers, directors, owners, employees, their successors, legal representatives and assigns [the "DRBC Releasees"] from any damages, including, but not limited to medical expense, lost wages, pain and suffering and disability resulting directly or indirectly from bodily injury, personal injury, or property damage, that may be or is caused, suffered or incurred by Adopter, Adopter's guests, employees, agents, assigns or subcontractors as a result in part or in whole from the Dog[s], whether caused by the negligence of the DRBC Releasees or otherwise while the Dog[s] resides with the Adopter.

9. Notices. Except as otherwise provided herein, all notices, requests, claims, demands and other communications shall be in writing and shall be deemed to have been given if sent by registered or certified mail, first class postage prepaid, return receipt requested, to the address of such parties. Communications may also be given by personal delivery, by facsimile or by regular mail, but shall be effective only if and when actually received.

10. Amendment. This Agreement may not be modified, amended, or supplemented except upon execution and delivery of a written agreement executed by the parties hereto.



11. Miscellaneous.

(a) Binding Effect and Assignment. The provisions hereof shall be binding upon, inure to the benefit of enforceable by the parties and their respective successors and permitted assigns. In the event a portion of this Agreement is deemed invalid by a court of law, the remainder of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement and any additional documents referenced herein merge all prior negotiations and agreements between the parties relating to the subject matter hereof and constitute the entire agreement between the parties relating to such subject matter. No prior or contemporaneous agreements, except as specified herein, written or oral, relating to such subject matter shall be binding upon the parties hereto.

(c) Further Assurances. Each party hereto specifically covenants and agrees that it will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the provisions of this Agreement.

(d) Counterparts. This Agreement may be executed simultaneously in multiple counterparts, all of which together shall constitute one and the same instrument.

(e) Governing Law. This Agreement shall be governed by the laws of the State of New Jersey.



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first written above.

DOG[S]:

Names[s]: _____ Sex: M/F

ADOPTER:

Signature of Adopter: _____

Date: _____

Print Name: _____

Address: _____

Email: _____

Home Phone: _____

Cell Phone: _____

DACHSHUND RESCUE OF BUCKS COUNTY & NJ:

Signature of DRBC: _____

Print Name: _____

Date: _____

FORM OF PAYMENT

Make check payable to: **DRBC** or **Doxie Rescue of Bucks County & NJ, Inc.**

Method of Payment [please check one:

Credit Card +\$20 fee [] Personal Check [] Cash []

Credit Card: _____ Exp: _____ CV: _____