**DOG ADOPTION CONTRACT/AGREEMENT**

The Hero Rescue, Incorporated (the “Charity/Rescue/we/us”), and the undersigned (the “Adopter” or “you”), in consideration of the mutual covenants in this Agreement and other good and valuable consideration, intending to be legally bound by this Agreement, agree to the following:

**1. The Dog:** We are placing the following described dog/puppy with you, the Adopter, for the adoption by you as a companion dog and family member: Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ M\_\_ F\_\_ (Hereinafter ADOPTEE or Dog) Microchip #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Adoption Fee**: To assist us in continuing our rescue work, Adopter agrees to pay an “Adoption Fee” of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**3. Care of the Dog:** You agree that this Dog is being adopted as a family member and will be given extensive house privileges; i.e. sleep inside the house, be allowed freedom of the house when the family is home, and will NOT be restricted to the yard at any time. You agree to provide the Dog with fresh water, wholesome dog food, adequate outdoor exercise, affection and shelter. No alteration to the animal’s appearance is permitted (i.e. docking of tails, ears).

**4. Veterinary Care:** The Dog will be examined by your licensed veterinarian within 14 days after adoption and will be provided with medical treatment as needed. You agree to keep all vaccinations current including but not limited to Rabies, Distemper/Parvo (DHLPP), Bordetella, AND to ensure the Dog receives preventative medication to protect against heartworm. You agree to provide the best available care to the Dog in a timely manner. Any veterinary problems that may arise, including serious illness requiring emergency care or surgery is your responsibility and you are responsible for all related costs.

**5. Obedience Training:** Adopter agrees to provide obedience training for the dog at their cost. We agree that if the training is not complete on any dog being returned to us, Adopter will be financially responsible for the cost to complete training.

**6. Behavioral Issues (i.e. biting, destruction, escapism, fearfulness, dominance) that might lead to abandonment of the animal:** Adopter agrees to contact the obedience trainer as well as The Hero Rescuee to follow the recommendation in resolving any issues as an effort to maintain custody of the adopted animal.

**7. Safe Environment:** Where applicable, adopter will provide a secure fenced yard, with ample room for outdoor exercise. If fencing needs repair or modification in order to ensure the safety and well-being of the Dog, you agree to make any necessary repairs prior to allowing Adoptee access to the yard. You agree to maintain the security of the fencing in the future to further secure the Dog. Adopter understands that gardeners, pool men, contractors and utility workers are not responsible for the safety of the Dog, therefore adoptee must be kept indoors when workmen have access to the yard. NOTE: Many dogs are sensitive and scared of loud noises, and you hereby agree to keep the adoptee indoors or in a safe and secure environment on holidays such as July 4th and New Years Eve.

**8. Identification:** You agree that the Microchip number of the Dog must be registered online within 24 hours of adoption.

**9. Leash/Collar Etc:** You will walk the dog on a leash when on public streets or in parks or other unfenced areas, and will never allow the Dog to roam free unsupervised. The Dog will be walked using a slip or Martingale collar, harness, and will not be walked with the leash attached to the Dog’s identification tag. Adopter understands that the identification tag is not a secure restraint. Also, the Dog will NEVER be tied up on your property or elsewhere. Adopter understands that restraining a dog by tying it to a fixed post or wire run is unsafe and may cause theft of the Dog, unpredictable behavior and random aggression. You will not leave the dog crated and/or otherwise confined for extended periods of time.

**10. Transportation:** The Dog will be properly restrained, preferably using either a secured crate or seat harness when transported in any vehicle. Adoptee will never be transported in the back of an open vehicle or pick-up truck.

**11. Lost Dog:** You agree 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) place lost dog ads in your local paper (d) contact us for additional support and advice.

**12. No Right to Transfer**: If at any time in the future you cannot continue to provide proper care for the Dog, you will not abandon, give or sell the Dog to another person, company, organization, medical research, pound or animal shelter. You agree to do one or more of the following: A. Obtain approval from The Hero Rescue, Incorporated to transfer the ownership of the Dog to a friend or relative. Rescue must approve the new adopter who will be required to sign an agreement similar to this one. B. Agree to cover the costs to board Adoptee for an agreed-upon time, allowing Rescue to actively seek a new home and then relinquish the Dog to Rescue when a home is found. Note: Boarding costs are $25 to $30 per day. C. Return Adoptee to Rescue.

**13. Return Policy:** If Adopter decided to not keep the Dog, Adopter hereby agrees to return the Adoptee to Rescue. Importantly, Adopter agrees to give Rescue ten working days to secure a kennel, and will provide safe and loving care of the Dog until it is returned. \_\_\_\_\_(Adopter Initial). Adopter agrees to safely transport the Dog to the determined kennel or veterinarian facility, and will return any/all paperwork and supplies provided by Rescue at that time.

**14. Euthanasia**: You agree that you may not euthanize the Dog except in the case of the Dog’s terminal illness or injury, or old age accompanied by pain and suffering and in that case, the euthanasia must be performed by a licensed veterinarian.

**15. Change of Contact Info:** You will notify The Hero Rescue, Incorporated of all changes of address and/or telephone within 30 days after the change. Communications should be submitted via email to theherorescue@gmail.com.

**16. Follow Up:** Adopter understands and agrees that The Rescue Train is fully entitled to make follow-up visits or phone calls to ascertain that all of the covenants and clauses of this agreement are being satisfied. Adopter is obligated to cooperate with Rescue.

**17. Right to Reclaim:** Adopter understands and agrees that Rescue 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 Rescue 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.

**18. No Warrantee:** Rescue makes no warranty as to the temperament or physical condition of the Adoptee. The Adoptee is being adopted as is.

**19. Release & Indemnification/No Liability:** Adopter hereby releases The Hero Rescue, Incorported from any and all liability for personal injury, property damage, legal fees, or veterinary care, or any other expense or liability incurred by Adopter as a result of this adoption. Adopter agrees to indemnify The Hero Rescue, Incorporated from any and all such claims and to pay, without limitation, any costs related to such injury, damage, or liability, including, in the case of litigation, any attorneys fees incurred by The Hero Rescue, Incorporated in its defense.

**20. Breach of Agreement/Liquidated Damages**: In the event that you do not comply with the terms of this Agreement, or the Dog is abused or neglected, we hold the right to recover the Dog from you upon demand, and the Dog will be surrendered to us immediately. In addition, without waiving any of our rights under this Agreement, if you do not surrender the Dog to us, you will owe us a payment in the amount of $2,500 agreed between us as just and reasonable liquidated damages to compensate us for our costs and expenses in connection with your breach of this Agreement and we reserve our rights to reacquire the Dog.

**21. Entire Agreement/Modification/Binding Effect:** This Agreement is the entire agreement between you and us, and supersedes any prior understandings between you and us with respect to the subject matter of this agreement. No modification of this Agreement will be valid unless in writing duly signed by both you and us. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors.

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY ADOPTER: Signed & Agreed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Drivers License #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City/State/Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY THE HERO RESCUE, INCORPORATED:

Signed & Agreed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_