

Adoption Contract

For Howelling Kennels Corgi and Cattledog Rescue

This agreement is made this _____ day of _____ in the year _____, by and between Howelling Kennels Corgi and Cattledog Rescue, hereinafter referred to as “rescuer” and _____ hereinafter referred to as the “adopter”. The adopter hereby understands, promises, and agrees that in receipt of this dog to forever release, discharge and covenant to hold harmless rescuer 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 particularity on account of the adoption of:

Name of Dog: _____ **Sex:** _____ **Age/DOB:** _____
Microchip# _____ **Breed:** _____
Color: _____

Spay/Neuter Date _____ **Ears:** ___ **Cropped** ___ **Natural**
Tail: ___ **Docked** ___ **Natural**

Hereinafter referred to as “this dog” or the “dog”

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.

In consideration of a donation in the amount of \$ _____, the adopter acknowledges the provisions as defined:

1. Fee

The donation is not a fee or sale price, but a request to defer or reimburse rescuer for any and all medical expenses, or any other expenses incurred by the dog or rescuer to consider the dog for adoption.

2. Spay/Neuter Agreement – Note: All dogs are spayed or neutered prior to adoption except under special circumstances.

This is a contract of MANDATORY Spay/Neuter as defined herein...

Spay Agreement is an agreement that the female dog will not produce a litter of puppies either as purposely bred or accidental breeding. The rescuer’s female dog adopted as a puppy will be spayed prior to adoption. If the dog’s health doesn’t allow this agreement to be honored, permanent ownership by the adopter is contingent upon a veterinary statement. This statement will be by the veterinarian that has seen this dog, examined this dog and has evaluated this dog as not yet in emotional and/or physical condition for spay. Based on this situation, rescuer, not the adopter, and the veterinarian will extend the length of time to be spayed immediately after the dog’s condition has improved.

Verification of the spay by the veterinarian is to be mailed within fourteen (14) days of the spay. It is the responsibility of the adopter, not the veterinarian; to be sure that rescuer has received this statement. If this agreement is not honored the adopter will acknowledge and agree that the contract has been violated and the adopter will transport the dog back to rescuer with no refund.

Neuter agreement, The rescued male dog shall be neutered prior to the adoption. Proof of neuter by the veterinarian must be provided to rescuer and given to the adopter. If the health of the dog delays the neuter, the veterinarian that has seen this dog, examined this dog, and evaluated this dog must provide a statement to inform as to why the neutering cannot be done and when it can. Rescuer will then re-identify the guidelines based on the dog's condition. It is the responsibility of the adopter, not the veterinarian, to be sure that the rescuer has received this statement. If this agreement is not honored the adopter will acknowledge and agree that the contract has been violated and the adopter will transport the dog back to rescuer with no refund.

3. Collars and Tags

The dog will not wear a pinch (prong) collar or any similar article around the neck for the purpose of any basic training. The dog shall at all times be required to wear a nylon or leather buckle collar with rabies tab, identification tag, and county license. The choker chain type collar can only be used during walks.

A leash is required when the dog is taken out in a public area which enforces a leash law, any area which requires total control over the dog at all times, and any area which requires the dog to be leashed at all times when walked in a residential area.

4. 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 of other homeless animals, such as another rescue facility, or research facility. The dog adopted from the rescuer must be returned to rescuer for any reason the adopter can no longer keep it. Violation of this agreement will result in court costs and attorney fees payable by the adopter if necessary for the rescuer to redeem the dog.

5. Training

The adopter promises that under no circumstances will the dog be trained to develop a dual personality, as defined: No protection, Attack, Schutzhund, or Guard dog training is permitted. The dog will not be encouraged to show any aggressive or agitated behavior, the dog will be a family member only and only participate in good citizen, basic obedience, search and rescue, therapy dog training, or service dog training.

The dog will not be maintained as property or for the purpose of being a deterrent due to size, appearance, or display and encouragement of territorial behavior

6. Environment

The dog shall reside indoors, in the adopter's home, and live as a family member and companion only. The dog will not be kept outdoors during the adopter's working hours, or at any other time left alone outdoors while the adopter is not at home. The dog may be confined to a room such as a bedroom or basement or any other room of adequate size

and protected from the elements of weather. The adopter is not to expose the dog to harmful objects, poisons, or other living creatures that may endanger the dog's life.

The dog may be crated for no longer than nine (9) hours per day and then may be crated overnight too. The crate must be large enough for the dog to stand up and turn around in as well as having the proper floor of the crate for the dog to lie comfortably on its side. An outside shelter such as a doghouse is not acceptable as residence but can be used only when needed in extreme heat, cold, or rain when the dog is let out into the yard for short periods of time and only when the adopter is at home.

7. Health Program

The rescuer's dog adopted as a puppy shall begin heartworm preventative at four (4) months of age when receiving the rabies shot as required by law. The dog shall remain on heartworm preventative indefinitely throughout the entire lifespan of the dog. Rescuer reserves the right to verify with the adopter's veterinarian that the heartworm preventative has been purchased and that the dog has a yearly blood test for this purpose. The dog shall also have yearly booster of DHLPP and Bordetella. The adult dog when adopted will be seen by a veterinarian within five (5) days of the adoption date to start heartworm preventative program and to get a fecal test done to be sure that the dog is free of parasites.

8. Important Notice -- Health/Temperament

Rescuer makes no explicit or implicit guarantees in reference to the health and/or temperament of the dog. The dog is adopted 'as is' and adopter assumes all responsibility for treatment of any and all existing conditions or any other conditions of physical or temperament changes that may occur. Rescuer will provide the dog with basic vaccines and heart worm test before adoption if the age and current health of the dog permits. While the rescuer makes every effort to place only healthy animals, the rescuer 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 or express warranties of merchantability or fitness for any particular purpose including, without limitation, any warranties regarding health, temperament or whether the animal is housebroken.

9. Remedies for Non-Compliance

It is agreed that rescuer shall retain superior title in said animal limited to and for the express purpose of assuring the animal's well-being and only exercise its superior claim in the event it appears to rescue that the proper and humane care as specified in the above adoption provisions is not being afforded said animal, in which case the animal may be taken through a claim and delivery proceeding. The adopter further agrees that if there any breach or default of the terms of this contract, and the dog must be redeemed through a claim and delivery service, that the adopter will be held liable for all court cost and fees for the adopter's attorney and for the rescuer's attorney. This has been read to the adopter and explained to the adopter. The adopter has read this, understands and agrees to this and is signing this contract.

10. Cosmetic Surgery

Unless directed by a licensed veterinarian for reasons related to the health and welfare of the dog, cosmetic surgery will not be performed under any circumstances, including but not limited to tail docking or ear cropping.

11. Transportation

The dog will not ride in the back a pickup truck under any circumstances including those such as cage/kennel, or tied. The dog shall not remain in any vehicle in extreme heat, with windows down, or unattended for any amount of time.

12. Adequate Fencing

Exception to article 12 allowed by signature of a board member:

Board Member Signature: _____ **Date:** _____

The adopter agrees that the definition of an adequate fence is a fence that encloses a yard or a large pen, larger than the outdoor kennels. An adequate fence is one that prevents the dog within to go out of the area by jumping, digging, or exiting through gates not properly secured. The fence will prevent other animals from entering the property the dog lives on and will be secure enough to prevent intruders or small children from easily gaining entry. The adequate fence does not include split rail, electric, or invisible fence. A shock or electronic collar is not acceptable. A kennel environment is not acceptable for housing, safety, or the emotional well being of the dog. If the dog should be able to jump over, or dig under fence it is no longer an adequate fence and must be repaired by raising it to six (6) feet or sealing any and all weak spots immediately. Rescuer, not the adopter, will make this decision on whether a home is adequately fenced. While the fence is not serving the purpose the adopter shall not leave the dog unattended in the yard at any time.

13. Rescuer's Reservation of Rights

Rescuer reserves the right to follow up on this adoption to inspect the animal and where the animal is kept for sole purpose of determining compliance with the terms within contract by making a personal visit to the premises of the adopter at any time during the lifespan of the dog. If the terms and conditions of this contract are not upheld by the adopter and/or any misrepresentations have been made to by the adopter, rescuer reserves the right to terminate this contract and the adopters will agree to allow a representative of the rescuer to reclaim the dog without notice or refund. The adopter further agrees to pay liquidated damages in the amount of \$50 per day for every day that the adopter fails to comply with the agreement terms or willingly surrender of the dog at the time the incident has become knowledge to rescuer. Rescuer's reservation of rights also includes not adopting a dog into an area or environment that may endanger the life of the dog, which includes relocating with the dog after the adoption agreement. If the dog becomes lost, seriously injured, and/or permanently disfigured, or for any reason the dog dies the rescuer will be notified immediately.

Adopter's Acknowledgement of Terms

I hereby acknowledge receipt of the above-described animal and therefore agree to the following terms:

1. The dog is not to reside anywhere without a fenced yard.
2. The dog will not be chained to a doghouse or chained to any type of object or outbuilding.
3. The dog is not to live in a garage, doghouse, or any type of outbuilding.
4. Shelter from extreme weather must be provided for the dog anytime that the dog is outside if the weather is extreme.
5. The dog is not to remain solely in a crate while indoors, only while adopter is not at home, and not more than (9) nine hours per day.
6. The dog is not to be left with small children without adult supervision.
7. The adopter must provide rescuer with name of the veterinarian the dog is going to and notify rescuer if there is a change.
8. The dog must remain on heartworm prevention all year around.
9. The dog shall not be trained, encouraged, or misrepresented for the purpose of protection, aggression, or any aggravated display of behavior.
10. The dog is to have adequate food, water, and shelter at all times.
11. The adopter shall refrain from physical abuse of the animal and from otherwise treating the animal in an inhumane manner.

14. Change of address and notification.

The adopter agrees to notify at least ten (10) days prior to change of address, change of environment that will affect the dog, or within ten (10) days post of any incident involving animal control and/or complaints arising from said ownership of dog.

15. Cost of Enforcement

Should it become necessary for adopter to take action to recover an adopted dog or otherwise enforce the provisions of the adoption contract agreement, the undersigned adopter(s) will be responsible for all court cost and all attorney fees representing either the adopter or rescuer.

16. Confidentiality

This is a confidential agreement between the adopter and rescuer.

17. Right of Ownership

The dog adopted from the rescue is "sole property" of rescue and has been surrendered as such by private owners or animal facilities that have signed a statement agreeing that the above mentioned dog is not owned property of any other person, firm, or organization. Rescuer shall not be held liable, charged, or chargeable for any misrepresentations unknown to this rescuer.

18. Obedience Training Agreement

The adopter agrees and promises to enroll said dog in an obedience class within (1) one year of the signing of this contract. The adopter further agrees to go to classes with the dog and start training on the day the class begins. The adopter agrees and understands that the terms of this training requires completion of entire course. A copy of certificate of completion must be given to rescuer within ten (10) days of completing the course. Sending the dog away for training is Unacceptable.

19. Refunds

There shall be a refund of monies if return of the dog is made within fourteen (14) days time. However we also feel that each individual dog need a chance to get used to being in his new surroundings for at least fourteen (14) days in order to have optimal opportunity to get adjusted to his new home and family. If during these fourteen (14) days, any investment or expenses for the dog are incurred, the expenses are the sole responsibility of the adopter (s). If a refund is given, \$50.00 will be retained for/by Howelling Kennels Corgi and Cattledog Rescue in consideration of time, effort, and expense involved with each adoption.

20. Euthanization

Our contract specifically states that if an owner can no longer care for the dog they have adopted, the dog MUST BE returned to Howelling Kennels Corgi and Cattledog Rescue. By signing this contract, the adopter agrees to do as requested. Euthanization of a dog adopted from our rescue cannot be done with out the express consent of Howelling Kennels Corgi and Cattledog Rescue only after determination is made by a qualified veterinarian that this option is best for the welfare of the dog and the family. Many times dogs are euthanized just because owners no longer want to care for the adopted dog. We want to prevent this from happening.

Signature of rescuer: _____

Signature of adopter: _____

Date Signed: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____

Name of Veterinarian: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____