

Badass Animal Rescue, Inc.
adopt@badassbk.com
634 4th Ave Brooklyn NY 11232

DOG ADOPTION AGREEMENT

The dog (the "Dog") is described as follows:

Name: (formal) _____

Name: (informal) _____

Breed (if unknown, write mixed): _____ (not AKC register-able)

Age (unknown, but estimated to be approximately) _____

Sex: male/ female Neutered/ spayed/ intact

Color: _____ Markings: _____

Ears: cropped / natural Tail: docked / natural

The purpose of this agreement (the "Agreement") is to create and/or memorialize the adoption and transfer of ownership of the Dog from Badass Animal Rescue Inc., a New York not-for-profit corporation ("BAR"), to _____ (individually, or together, the "Adopter"), on ____/____/____ (the "Adoption Date").

BAR hereby relinquishes and transfers, and the Adopter hereby accepts, possession, legal guardianship, responsibility and liability for the Dog, including responsibility for the conduct and well-being of the Dog and for any damage or injury to persons, property or other animals caused by the Dog.

The Adopter has paid / will pay (before ____/____/____) the sum of **\$450.00** as a donation to reimburse BAR for a portion of expenses of rescue and rehabilitation for the Dog (the "Donation"). The Adopter understands and acknowledges that the Donation is **NON-REFUNDABLE** with no exceptions.

The Adopter acknowledges that BAR obtained this Dog from an animal control facility under conditions such that particulars of the Dog's age, breeding, registration, prior training, medical history and other factors are unknown and untraceable. By signing this Agreement, the Adopter affirms his/her/their awareness that animals are different from human beings in their responses to human action and other stimuli, that actions of animals are often unpredictable, and that an animal's behavior may change after it leaves a shelter, boarding, foster home or other environment and accustoms itself to its new environment.

The Adopter agrees that he/she/they will assume **sole financial responsibility** for the Dog as of the Adoption Date. The Dog is adopted "as is" and, as of the Adoption Date, the Adopter assumes all responsibility for treatment of any and all existing medical conditions or any other physical, medical or temperamental issues. Accordingly, the Adopter specifically and forever releases, and holds BAR and any of its affiliates, agents, representatives, directors, executives, officers, employees, members, successors and assigns (the "Affiliates") harmless, from any claim, actual or contingent, against BAR

whatsoever, including for compensation for costs incurred by or associated with caring for the Dog, whether actual or prospective.

The Adopter specifically and forever releases BAR and its Affiliates from liability for any injury or damage to any person, animal or property caused by the Dog after the Adoption Date, and from any causes of action, claims, suits or demands whatsoever that may arise as a result of such injury or damages. The Adopter further agrees to indemnify and hold harmless BAR and its Affiliates for any damages suffered and expenses incurred, including reasonable legal fees incurred in defending any legal action with respect to the Dog, whether for bodily injuries or death, property damage, breach of contract, or otherwise, instituted by any third party after the Adoption Date.

The transfer of ownership of the Dog from BAR to the Adopter is in consideration of, and contingent upon, the following conditions. The parties acknowledge that these conditions are material to the Agreement and are the essence of the bargain. The Adopter covenants as follows:

I. Purpose of Adoption; Necessary Consents.

- A. The Adopter is adopting the Dog for himself/herself/themselves. The Dog will be a companion animal and will not be used as a guard dog. The Adopter will not at any time or for any reason sell or surrender the Dog to another party, including a shelter or animal control facility, without notifying BAR and obtaining BAR's express written consent.
- B. If the Adopter does not own the premises in which the Dog will live, the Adopter will provide BAR with written permission from the Adopter's landlord consenting to the adoption of the Dog and the residence of the Dog within the Adopter's home within thirty (30) days of the Adoption Date.
- C. All members of the Adopter's household agree to, and will abide by, the terms of this Agreement.

II. Care and Training of the Dog.

The Adopter will care for the Dog in a humane manner and will be responsible for the Dog's needs, including supplying adequate food, water, shelter, regularly scheduled walks, attention and medical care. In particular, the Adopter agrees that:

Basic Needs

- A. The Dog will be allowed outside to relieve itself at least three (3) times per day every day without exception and will be provided with clean drinking water at all times and adequate food on a regular meal schedule.
- B. The Dog will live inside the home of the Adopter, and not outdoors or at a business location.
- C. The Adopter will take the Dog for regularly scheduled walks on a leash and/or taken for periods of exercise in a fenced-in area.
- D. The Adopter will not punish the Dog or purposely cause harm or pain to the Dog, either physical or emotional.
- E. While outdoors, the Dog will always wear a secure harness or an additional collar and will be kept on a leash.

Veterinary and Medical Care

- F. The Adopter will provide proper veterinary care for the Dog, including but not limited to yearly exams and all recommended vaccinations and flea/tick preventatives.
- G. The Adopter will provide the Dog with monthly preventative heartworm treatments.
- H. If the Dog has not yet been spayed/neutered on the Adoption Date, the Adopter will have the Dog spayed/neutered within ninety (90) days of this Agreement and provide written proof to BAR of such spay/neuter procedure.
- I. The Adopter will not euthanize the Dog for any reason except as necessary for ill health as advised by a licensed veterinarian and will provide BAR with evidence of such veterinarian's advice if received.

III. Contact Information.

- A. The Adopter will keep BAR informed of his/her/their current address, telephone and email information for the life of the Dog.
- B. The Adopter will list BAR's contact information as a secondary contact on the microchip registration of the Dog, will keep its microchip registration information up to date with the microchip company and BAR and, in the event of a loss or disappearance of the Dog, will immediately notify BAR of such loss or disappearance.
- C. If the Dog has not yet been microchipped on the Adoption Date, the Adopter will cause the Dog to be microchipped within ninety (90) days of this agreement and will provide written proof to BAR of such microchip procedure.
- D. The Dog will not be allowed outside without proper identification. While outdoors, the Dog will always wear proper identification (name tag and microchip tag on collar).
- E. The Adopter will allow BAR and any of its designated representatives access to the Adopter's premises, at any reasonable hour, for the purpose of checking on the health and general welfare of the Dog, verifying that the Dog has been spayed/neutered and microchipped in accordance with this Agreement, and verifying that the Adopter is otherwise in compliance with the conditions to adoption set forth in this Agreement. The Adopter also grants BAR and any of their designated representatives permission to call the Adopter at any reasonable hour to ensure that the Dog is being properly cared for.

The Adopter agrees that, should the Adopter ever become unable or unwilling to continue to fulfill one or more of these conditions, or to otherwise provide care for the Dog, the Adopter shall immediately notify BAR and arrange to return the Dog to BAR or its designated representative at a time of mutual convenience. The Adopter acknowledges that, in the case of such a return of the Dog, the Adopter will have no right to, and will not request, (i) a refund of the Donation or (ii) reimbursement for any damages to person, animal or property or costs associated with caring for the Dog while the Adopter was responsible for the Dog.

The Adopter further agrees that BAR and its Affiliates will have the right of immediate repossession of the Dog if, in the judgment of BAR or any of its Affiliates, the Dog is receiving inadequate care, is being improperly trained, housed or handled, or has not been spayed/neutered by the specified date (if applicable).

In the event that any of the terms of this Agreement are breached by the Adopter, the Adopter agrees to pay BAR the sum of \$450.00 as liquidated damages. This liquidated damage value does not bar BAR and/or its Affiliates from seeking the return of the Dog by judicial process or other legal means. If legal action is instituted, the Adopter agrees to pay BAR and/or its Affiliates any and all expenses, including court costs and reasonable attorney's fees, incurred in enforcing the terms and provisions of this Agreement.

This Agreement may include one or more riders attached hereto (each, a "Rider"). Each such Rider signed by the parties to this Agreement is hereby deemed to be part of this Agreement, and noncompliance with any terms of any Rider carries the same penalties as noncompliance with any other provisions of this Agreement.

This Agreement will be governed by, and construed in accordance with, the laws of the State of New York. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement. If any portion of this Agreement is held to be unenforceable, then such provision shall be modified to reflect the parties' intention. All remaining provisions in this Agreement shall remain in full force and effect.

BAR AND ITS AFFILIATES MAKE NO CLAIMS OR EXPLICIT OR IMPLICIT GUARANTEES AS TO THE TEMPERAMENT, HEALTH, AGE OR MENTAL DISPOSITION OF THE DOG AND MAKE NEITHER WARRANTY NOR GUARANTEE, EXPRESSED OR IMPLIED, AS TO THE PHYSICAL, MEDICAL, MENTAL OR BEHAVIORAL CONDITION OF THE DOG, ITS BACKGROUND OR ITS SUITABILITY FOR OR COMPATIBILITY WITH THE ADOPTER OR ANY MEMBER OF THE ADOPTER'S HOUSEHOLD. BAR AND ITS AFFILIATES CANNOT AND DO NOT GUARANTEE THE HEALTH OF ANY ANIMAL AND SHALL NOT BE HELD RESPONSIBLE FOR ANY MEDICAL EXPENSES WHICH MAY BE INCURRED BY OR ATTRIBUTABLE TO THE ADOPTER, HEREBY EXPRESSLY DISCLAIMING ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING HEALTH, TEMPERAMENT OR WHETHER THE DOG IS HOUSEBROKEN. THE ADOPTER AGREES THAT NO REPRESENTATION ABOUT THE NATURE OF THE DOG HAS INDUCED THE ADOPTER TO SIGN THIS AGREEMENT.

I/We, _____ (Adopter), hereby represent and warrant to BAR that:

- a) I am/We are at least twenty-three (23) years of age as of the date of this Agreement;
- b) I/We undertake this adoption voluntarily and with full knowledge of the above releases and their implications;
- c) All members of my/our household have agreed to the adoption of the Dog;
- d) I/We have never been subject to legal action or investigation for cruelty to or neglect of animals or for domestic violence;
- e) I/We have never owned an animal that has been confiscated by an animal control officer, law enforcement officer or humane organization for violations of state or local animal control regulations or animal adoption agreements; and
- f) All of the information I/we have provided to BAR or any of its Affiliates is true and complete to the best of my/our knowledge.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Adopter:

Signature: _____

Print Name

Date:

Address:

Email:

Phone:

Co-Adopter (if any):

Signature: _____

Print Name

Date:

Address:

Email:

Phone:

Badass Animal Rescue, Inc.:

Signature: _____

Print Name:

Title:

Date: