

BADASS ANIMAL RESCUE, INC.
476 12th Street #2L
Brooklyn, NY 11215

DOG ADOPTION AGREEMENT

In consideration for receiving ownership of the below described dog (“Dog”) from Badass Animal Rescue, Inc. (“Badass”), a not-for-profit corporation organized under the laws of the State of New York, I (as the “Adopter” either individually or collectively if more than one adopter) sign this Dog Adoption Agreement (“Agreement”) and understand and agree to be bound by the terms and conditions contained herein as of the ___ day of _____, 2015 (the “Adoption Date”).

Dog’s Characteristics:

Badass name:

Adoptive name (if any): _____

Breed (write “mixed” if unknown): _____

Age (approximate if unknown): _____

Sex (circle as appropriate): male female

Color/markings: _____

Microchip number (if microchipped): _____

If Dog is not microchipped, Adopter initials to acknowledge agreement to microchip dog within 30 days of the date hereof:

Ears: docked natural

Tail: docked natural

Riders attached to this agreement: _____

**Heartworm status AS KNOWN TO THE RESCUE ON THE DATE
HEREOF**

**(NO GUARANTEES ARE MADE AS TO THE DOG’S
HEARTWORM STATUS)**

(rider attached if Dog has known positive history): _____

Adopter initials to acknowledge acceptance of heartworm provisions: _____

I. TRUTH OF STATEMENTS

Adopter certifies that any and all information previously or currently provided to Badass, its affiliates, agents, representatives, directors, executives, officers, employees, independent contractors, volunteers, members, servants, successors, and assigns (“Affiliates”) including but not limited to: (a) any and all information included in an application to adopt this Dog or any other animal from Badass; (b) any and all information contained in this Agreement (including any rider(s) or other documents attached hereto); and (c) any and all email correspondence, texts, or verbal communications, is true, complete, and accurate. If Badass determines that any information provided by Adopter is false or misleading, Badass shall have the right to terminate the adoption at any time, reclaim the Dog and exercise all of the other rights and remedies provided in this Agreement for breaches thereof and allowed at law and in equity.

II. TRANSFER OF OWNERSHIP OF DOG

As of the Adoption Date: (1) Badass relinquishes title to and transfers ownership and possession of the Dog to Adopter. (2) Adopter accepts possession of and all responsibility and liability for the Dog, including but not limited to responsibility for the conduct and well-being of the Dog and for any damage or injury to persons, property, and/or other animals caused by the Dog, as set forth in Section V herein. (3) Adopter agrees to assume **sole financial responsibility** for the Dog. (4) The Dog is adopted “as is” and Adopter assumes all responsibility for treatment of any and all existing and future medical conditions and/or any other physical, behavioral, or temperamental issues of the Dog now and in the future.

Adopter has paid the sum of **\$450.00** on or before the Adoption Date to Badass in consideration of rescue and rehabilitation expenses incurred on behalf of the Dog (“Fee”). The Fee is **NOT REFUNDABLE** under any circumstances, with no exceptions.

The transfer of ownership of the Dog from Badass to Adopter is in consideration of Adopters agreement to all of the terms and conditions as set forth in this Agreement, including but not limited to the correctness and accuracy of the representations and warranties set forth in Section III herein, and the covenants, other promises, and releases set forth in Sections IV and V hereof.

III. REPRESENTATIONS AND WARRANTIES

Each Adopter hereby represents and warrants as follows:

- (a) Adopter is adopting the Dog for himself/herself.
- (b) The Dog shall be kept solely as a companion animal and will not be used for medical or other experimental purposes or for commercial, entertainment or any other business purpose, including but not limited to use as a guard dog, service animal, or in any other working capacity.
- (c) Adopter either owns the home at which the Dog will live, or else has secured requisite permission from the Adopter's landlord with respect to the adoption of the Dog and the residence of the Dog within the Adopter's home.
- (d) Adopter is at least twenty-three (23) years of age as of the date of the Adoption Date.
- (e) Adopter undertakes this adoption voluntarily and with full knowledge of the releases contained herein and their legal implications.
- (f) Adopter has not been induced to enter into this Agreement by Badass or any of its Affiliates.
- (g) All members of the Adopter's household agree to the adoption of the Dog and agree to abide by the terms of this Agreement.
- (h) Adopter has never been subject to legal action or investigation for cruelty to or neglect of animals or for domestic violence.
- (i) Adopter has 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.
- (j) Adopter understands and agrees that Badass has the right to require that Adopter provide the Dog with professional training as a condition to the adoption. Adopter further agrees that Badass has the right to specify the trainer who shall be employed by Adopter and that such training shall be at the Adopter's own expense. In the event such training is required by Badass, a rider shall be attached hereto specifying the terms of this arrangement.

IV. COVENANTS

A. Care and Training. Adopter certifies that the Dog will be cared for in a humane and compassionate manner and that the Dog's needs,

including, but not limited to, supplying adequate food, water, shelter, regularly scheduled walks, attention and medical care, will be met. Specifically, Adopter agrees that:

1. The Dog will be provided with clean drinking water at all times and adequate food on a regular meal schedule.
2. The Dog will be allowed outside to relieve itself at least three (3) times per day every day, without exception.
3. The Dog will live inside the home of Adopter, and not outdoors or at a business location.
4. The Dog will be taken for regularly scheduled walks on a leash and/or for periods of exercise in a fenced-in area under proper supervision.
5. The Dog will wear a collar including proper identification (name tag and microchip tag) at all times. While outdoors, the Dog will also always wear a well-fitting harness, prong collar, easy walk, martingale or other appropriate secure collar (any such apparatus, hereinafter referred to as a "Harness").
6. A leash will never be attached directly to the collar with the identification tag. The leash will always be attached to the Harness.
7. When the Dog is outside, he/she will always be on a leash unless in a location which specifically authorizes dogs to be off-leash and *all* of the following conditions are satisfied:
 - a. At least six months have elapsed since the Adoption Date;
 - b. Adopter has employed the services of a professional trainer who has stated in writing that the Dog may be off-leash; **and**
 - c. The Dog consistently responds to recall commands.
8. The Dog will not be neglected, abused, or purposely harmed, either physically or emotionally.
9. The Dog shall not be hit for any reason, including but not limited to, for disciplinary purposes.
10. Adopter may only introduce and conduct balanced training (including the use of aversives) of the Dog under the guidance of a reputable professional trainer.
11. The Dog will be provided with appropriate veterinary care, including but not limited to: (i) yearly exams, (ii) all recommended vaccinations, (iii) monthly flea/tick preventatives, and (iv) monthly preventative heartworm treatments, all at Adopter's own expense. Titer tests may be acceptable in lieu of certain immunizations.
12. Adopter shall seek immediate veterinary treatment for the Dog in the event of sickness or injury, all at Adopter's own expense. Badass shall not reimburse Adopter for any expenses incurred for the care or treatment of the Dog at any facility or by any veterinarian or other person at any time whatsoever.
13. If the Dog has not yet been microchipped on the Adoption Date, Adopter will cause the Dog to be microchipped within thirty

(30) days of this agreement and will provide written proof to Badass of such microchip procedure and the microchip registration information.

14. Adopter understands and agrees that pursuant to Badass' euthanasia policy, the Dog may not be euthanized for behavioral, temperamental or psychological reasons. Adopter further understands and agrees that the Dog may only be euthanized if a licensed veterinarian has determined and has stated in writing that euthanasia is the only humane and compassionate option available to end the Dog's prolonged and/or irremediable suffering and pain due to ill-health or life-threatening injury. Adopter shall notify Badass before the Dog is euthanized and shall provide Badass with the veterinarian's written statement prior to the Dog being euthanized, if possible, or within 24 hours of the event.
15. The Dog shall not be tethered, leashed or chained to any object, indoors or outdoors, unless under adult supervision and pursuant to the training protocol of a reputable professional trainer.
16. The Dog shall not be left unattended in any motor vehicle for any period of time.
17. The Dog shall be licensed in accordance with applicable state and local laws and this license shall be maintained for the life of the Dog.
18. The Dog shall not be unsupervised in streets, parks or other public places, or trespass on private property.
19. Adopter will abide by all laws and ordinances concerning the humane treatment of animals.
20. The Dog's appearance may not be altered in any way, including but not limited to cropping the ears or tail, without the express prior written consent of Badass.
21. The Dog shall not be allowed on a deck, in a backyard or in a room with an open window unless under adult supervision.

B. Notice of Certain Events; Prohibition on Rehoming or Transfer.

1. Adopter shall not at any time or for any reason sell, give away, abandon, surrender, relinquish title to or transfer ownership of the Dog to any person, pound, shelter, rescue group, humane society, society for the prevention of cruelty to animals, animal control facility, wholesale or retail business establishment or other entity, without first obtaining the express written approval of Badass. In the event Badass does not give such approval, Badass shall have the right to reclaim the Dog and Adopter shall voluntarily surrender the Dog to Badass or a designated representative thereof either

- immediately or at a time specified by Badass. Adopter acknowledges that, in the case of such a return of the Dog to Badass, Adopter will have no right to, and will not request, (i) a refund of the Fee or (ii) reimbursement, indemnity, or compensation for (a) any damages to person, animal, or property, (b) any costs or expenses associated with caring for the Dog while the Adopter was responsible for the Dog, (c) any attorney's fees, legal costs, or other fees incurred directly or indirectly as a result of ownership and care of the Dog.
2. Adopter will promptly notify Badass upon a change of his/her/their current address, telephone, or email information during the life of the Dog.
 3. In the event of a change in Adopter's household composition (e.g., two cohabitating Adopters stop cohabitating, or if another person begins living with any Adopter), Adopter will promptly notify Badass of such changed living arrangements and, in the case of a new household member, will provide Badass with the name, age, and contact information of any such person. Adopter shall also notify Badass immediately of any new animals brought into the household. Badass reserves the right to remove the Dog from Adopter if in its sole and exclusive discretion it believes that the new animal poses a health or safety risk to the Dog.
 4. Adopter will list Badass' contact information as a secondary contact on the microchip registration of the Dog and will keep the Dog's microchip registration information up-to-date with the microchip company and Badass.
 5. Adopter shall notify Badass by telephone and email immediately if the Dog disappears or becomes lost or stolen. Adopter further agrees to make every effort to recover the Dog by visiting local animal shelters and by posting signs and advertising in local newspapers at his/her own expense. If the Dog has been impounded, Adopter agrees to notify Badass by telephone and email immediately of the Dog's whereabouts. Badass shall have the right to reclaim the Dog if the Adopter fails to redeem him/her within the legal time for redeeming animals, and Adopter shall reimburse Badass for any and all redemption fees and costs association therewith. In the event of any of the circumstances provided for in this paragraph, Badass may, in its sole and exclusive discretion, either demand return of the Dog from Adopter or elect not to return the Dog to Adopter.
 6. If the Dog tests positive for heartworm within one year of the date hereof, Adopter will notify Badass within thirty (30) days of such positive heartworm test. Adopter acknowledges and agrees that, in the event of such a positive heartworm test, Badass is **not liable** for the cost of examination or treatment of heartworm or any condition or complication related thereto.

7. Adopter agrees to allow Badass and any of its designated representatives to make periodic inspections of the Dog and the living conditions provided thereto for the purpose of checking on the health and general welfare of the Dog and verifying that the Adopter is otherwise in compliance with the conditions and covenants set forth in this Agreement. The Adopter also gives Badass and any of its designated representatives permission to call the Adopter at any reasonable hour to discuss the care and upkeep of the Dog and to ensure that the Dog is being properly cared for.

V. ACKNOWLEDGMENTS AND RELEASES

A. No Guarantees. Adopter acknowledges and agrees that neither Badass nor any of its Affiliates makes any claims or explicit or implicit guarantees as to the temperament, health, age, breed, habits, or mental disposition of the Dog and makes 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 Adopter or any member of Adopter's household (whether human or animal). Badass and its Affiliates cannot and do not guarantee the health or temperament of the Dog and shall not be held responsible for any expenses, medical or otherwise, which may be incurred by or attributable to Adopter. Badass and its Affiliates hereby expressly disclaim any implied or express warranties of merchantability or fitness for any particular purpose with respect to the Dog, including, without limitation, any warranties regarding health, temperament, heartworm status, or whether the Dog is housebroken. Adopter agrees that no representation about the nature, temperament or behavior of the Dog has induced Adopter to sign this Agreement.

Adopter acknowledges that Badass obtained the Dog from a situation in which the 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 facility, foster home or other environment and as it accustoms itself to its new surroundings.

Adopter acknowledges that the Dog's heartworm status is provided as it is known to Badass as of the Adoption Date. Adopter acknowledges that the Dog originates from a geographical area where heartworm is an endemic condition, that heartworm can be a latent condition, and that

dogs that test negative for heartworm may later be found to have heartworm.

B. Release.

Adopter fully and completely releases and holds Badass and its Affiliates harmless, now and in the future, from any and all claims, causes of action, demands, suits, damages or liability for any defects or illnesses the Dog may have or develop, including but not limited to compensation for costs, whether actual or prospective, incurred by or associated with caring for the Dog.

Adopter fully and completely releases and agrees to indemnify and hold Badass and its Affiliates harmless, now and in the future, against all claims, causes of action, demands, suits, damages or liability, including, but not limited to, those asserted by third persons: (1) for any injury, death, or damage to persons, animals, or property caused or alleged to be caused by the Dog; and (2) arising from the placement of the Dog with Adopter or the actions of Badass and its Affiliates taken in accordance with or reliance on any of the terms and conditions as set forth in this Agreement.

If legal action is instituted in respect of breach of contract of this Agreement or to enforce any of the terms and provisions of this Agreement, Adopter agrees to pay Badass and/or its Affiliates any and all expenses, including court costs and attorney's fees, incurred in such legal action.

Adopter acknowledges that in the event Badass reclaims possession of the Dog for any reason, Adopter will have no right to, and will not request, (i) a refund of the adoption fee; and/or (ii) reimbursement, indemnity, or compensation for (a) any damages to person, animal, or property, (b) any costs or expenses associated with caring for the Dog while the Adopter was responsible for the Dog, and (c) any attorney's fees, legal costs, or other fees incurred directly or indirectly as a result of ownership and care of the Dog. Badass may exercise all of the rights and remedies provided in the Agreement and allowed at law or in equity.

Adopter agrees to pay Badass the sum of \$1,000 as liquidated damages in the event the terms of the Agreement are breached. Adopter agrees that in addition to the collection of such liquidated damages, Badass shall retain all of the other remedies, including, but not limited to, the inspection and reclaiming of the Dog, provided for in the Agreement and allowed at law or in equity.

C. Release of Image. Adopter hereby consents to the use of quotes, and the taking of photographs, movies or video tapes, and the making of any derivative works thereof (the “Images”) of the Adopter and/or the Dog by the Rescue and/or any of its Affiliates at events organized or sponsored by the Rescue, and at other times and places as may be mutually agreed between the Adopter and the Rescue or any of its Affiliates.

Adopter also grants to the Rescue the right to use the Images for the Rescue’s non-profit purposes (including advertising and fundraising), including use in print, on the internet (including on social media), and in all other forms of media. Adopter also hereby releases the Rescue and its Affiliates from any and all claims, demands, and liabilities whatsoever in connection with the above and understands that he/she will not be compensated in any way for the use of any Images by Badass as herein described.

D. Transfer of Ownership of the Dog. Adopter agrees that, should he/she ever become unable or unwilling to continue to fulfill one or more of the conditions contained herein, or to otherwise provide care for the Dog, Adopter shall immediately notify the Rescue to discuss the possible return of the Dog to Badass. Any such returns will be at the discretion of Badass and at a time of mutual convenience. The Adopter may not, and will not, transfer ownership or euthanize the Dog unless authorized under the terms and conditions of the Agreement.

Adopter acknowledges that, in the case of such a return of the Dog to Badass, Adopter will have no right to, and will not request, (i) a refund of the Fee or (ii) reimbursement, indemnity, or compensation for (a) any damages to person, animal, or property, (b) any costs or expenses associated with caring for the Dog while Adopter was responsible for the Dog, (c) any attorney’s fees, legal costs, or other fees incurred directly or indirectly as a result of ownership and care of the Dog.

Adopter further agrees that Badass and its Affiliates will have the right of **immediate repossession** of the Dog if, in the reasonable judgment of Badass or any of its Affiliates, Adopter has breached any material term or provision of this Agreement, including but not limited to, the requirement that the Dog receive adequate care, proper training, indoor housing and/or humane handling, or if Adopter has not notified the Rescue of the Dog’s microchip procedure reasonably promptly after the specified date for such procedure (if applicable).

E. Good Faith. Adopter acknowledges that Badass and its Affiliates have acted in good faith and to the best of their ability (1) in caring for the Dog in accordance with their reasonable judgment and past

experience; and (2) in treating the Dog prior to the Adoption Date for any medical, behavioral, temperamental or other conditions according to instructions from a licensed veterinarian, reputable professional trainer, and other professionals or experts, as appropriate.

VI. MISCELLANEOUS

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws thereof.

This Agreement may include one or more riders or other documents attached hereto. Each such rider or document signed by the parties to this Agreement is hereby deemed to be part of this Agreement, and noncompliance with any term of any rider or document carries the same penalties as noncompliance with any other provision of this Agreement. In the event of an inconsistency between the Agreement and any or all of the above-referenced documents, the terms and provisions of the Agreement shall prevail.

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.

No modification to this Agreement shall be effective unless in writing and signed by Adopter and a designated representative of Badass. In the event that any term, provision or paragraph of the Agreement is or is declared illegal, void or unenforceable, this shall not affect or impair the other terms, provisions, or paragraphs thereof. The doctrine of severability shall be applied and all remaining provisions in this Agreement shall remain in full force and effect.

All correspondence sent to Badass in respect of this Agreement shall be sent to the following address:

Badass Animal Rescue, Inc.
Eva Armstrong, Vice-President and Secretary
c/o Eva's Play Pups
52 N. 11th Street
Brooklyn, NY 11249

This Agreement shall be binding upon my agents, heirs, executors, administrators and personal representatives.

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

Adopter:

Signature:

Print Name:

Address:

Email:

Phone:

Co-Adopter (if any):

Signature:

Print Name:

Address:

Email:

Phone:

Badass Animal Rescue, Inc.:

Signature:

Print Name:

Title:
