



Rural Dog Rescue Adoption Contract

This agreement is made _____ and between the Rural Dog Rescue representative Kim Hawkins, 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 particularly on account of the adoption of:

Dog's Name:

Breed:

Sex :

Color:

Date of Birth/Approximate Age:

The adopter hereby declares that no 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.

Rural Dog Rescue acknowledges receipt of a donation in the amount of \$400 to aid with reimbursement of veterinary and other expenses from the adopter. _____ (initials indicate payment has been received). Failure to pay donation will result in legal action and immediate collection of the above named dog.

The adopter hereby acknowledges the following provisions as defined:

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 dog for adoption.

Fees are as follows: \$300 for neutered/spayed animals

SPAY / NEUTER AGREEMENT - DOG IS: Spayed____ Neutered____ Not Old Enough _____ (see below)

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

IF NOT SPAYED OR NEUTERED:

** Your puppy is not old enough to be spayed or neutered. They must be spayed or neutered by 5 months of age.

Spays/Neuters must be done at one of our approved clinics. If done elsewhere Rural Dog Rescue will reimburse up to \$130 of the adoption fee. Rural Dog Rescue must be notified when the appointment is made and we will call the facility and pay for the spay and neuter. Failure to spay or neuter by 5 months of age is a violation of the adoption contract and Rural Dog Rescue will reclaim the dog and find another responsible home. _____ initial

COLLARS AND TAGS

The dog shall at all times be required to wear a nylon belt buckle when at home and a martingale/Herman Sprenger collar when outside the home with the rabies tag, identification tag (displaying the home address and the county license). We recommend martingale collars or harnesses when walking your dog so that the dog cannot slip out of his collar. Please consult a trainer for the proper way to use a Herman Sprenger collar.

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 walking in a residential area.

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 rescuer must be returned to rescuer if 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.

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 eight (8) hours in a twenty-four (24) hour period of time. The crate must be large enough 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.

HEALTH PROGRAM

Your dog has been given all age appropriate CORE vaccinations DHPP, Bordatella and Rabies (if 16 weeks of age or older). YOU WILL NEED TO GIVE YEARLY BOOSTERS ONE YEAR FROM THE VACCINATION DATE LISTED ON YOUR DOGS PAPERWORK.

Puppies: If you are adopting a puppy, additional vaccinations may be required to complete the puppy vaccination schedule. PUPPIES ARE NOT ALLOWED IN PUBLIC OR AROUND OTHER UNVACCINATED DOGS UNTIL THEY HAVE COMPLETED THE PUPPY SERIES. Parvo and Distemper is highly contagious and kills! Your puppy is not fully protected until they have received all 3 sets of shots! PLEASE FOLLOW YOUR VETS BOOSTER SCHEDULE FOR PUPPIES.

Adults: Your veterinarian may suggest additional vaccinations for diseases in your area.

Worming: Your dog has been wormed. Worms can be difficult to get rid of and you may have to worm your dog again.

Heartworm Preventative: Your dog has been started on heartworm preventative. Unless otherwise indicated, it is given the first weekend of every month. YOU NEED TO CONTINUE HEARTWORM PREVENTATIVE ON A MONTHLY BASIS - PLEASE MAKE AN APPOINTMENT WITH YOUR VET ASAP!

Puppies: 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.

Future Health Requirements: 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 shots of DHPP and Rabies.

Adopter agrees to take the dog to their vet within 2 weeks of adopting the dog for a wellness exam. _____

PROPER FOOD

It is highly recommended that the dog is fed a diet that does not contain corn, wheat, soy or any meat, chicken by products. We always recommend a balanced raw diet over any processed food. Proper nutrition for a dog will save you money in vet bills, food and will result in a healthier animal, beautiful coat and less stool for clean up. Recommendations: Natures Variety, Taste Of The Wild, Orijen, Acana, Zignature, Petcurean,, Nutrisource, Fromm, Wellness, Natural Balance, Blue Buffalo or something along that line. Look at the ingredient deck on your pets food. The first 5 ingredients should always be meat, meal and/or rice, potato, tapioca, peas, garbanzo bean. Corn, wheat and soy are cheap fillers that offer no nutritional value. Please feel free to contact me if you need advice about your pets dietary needs.

OBEDIENCE

Adopter agrees they may need to take above said dog to a beginner's obedience class to teach basic obedience commands (sit, down, stay, etc). Separation anxiety is a common issue some rescue dogs experience. Adopter agrees to work with a trainer to resolve any behavior issues that should occur. _____

IMPORTANT NOTICE - TEMPERAMENT and HEALTH

Rescuer makes no explicit or implicit guarantees in reference to the health, breed and/or temperament of the dog. The dog is adopted "as is" and the 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 the basic vaccines (dhpp, rabies) and heartworm test before adoption if the age and current health of the dog permits. Rescuer microchips when the service is available at the shelter/vet. All dogs have been wormed but may need additional worming as some parasites require several treatments. All dogs have been started on heartworm and flea and tick preventative.

A NOTE ABOUT HEARTWORMS: Your dog has been tested for heartworms at the time he was pulled. The test result is either Negative Or Positive:

Negative: If he has tested negative then he/she has been started on heartworm preventative. Please note that the earliest that heartworm antigen and microfilariae can be detected is about 5 and 6 months post infection! This means if the dog tested NEGATIVE today but was bit by an infected mosquito last month – he can still test POSITIVE 6 months later. The rescue is not responsible for the treatment of heartworms after the dog has been adopted.

Positive: If he has tested positive then he/she was treated for heartworms or will be treated for heartworms. Please note that your dog may still test positive for months after and may need a second treatment. The rescue is not responsible for the second treatment of heartworms after the dog has been adopted.

For more information visit: www.heartwormsociety.org

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 warranties of merchantability or fitness for any particular purpose, including, without limitation, any warranties regarding health, temperament or whether the animal is housebroken.

1. RDR makes no warranties or statements regarding the dog's breed, lineage, history, health or temperament. It is agreed and understood by the adopter that while every effort is made to provide accurate history and assessment of a dog, RDR does not warrant a dog regarding medical status or behavior or disposition. It is further agreed that environmental changes may affect and change the temperament of the above named dog and that RDR has no liability or responsibility of any nature regarding later defects with the dog, or injuries or damage to any person or property which may be caused by the dog. The adopter agrees to indemnify and hold harmless RDR and its members or representatives against any and all claims for any injury or property damage to the adopter or anyone else.

Initial: _____ Date: _____

REMEDY 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 it's 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 is 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 costs and fees for the adopter's attorney and for 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.

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.

TRANSPORTATION

The dog will not ride in the back of a pickup truck under any circumstances, including those such as in a 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.

ADEQUATE FENCING

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 be secure enough to prevent intruders or small children from easily gaining entry. The adequate fence does not include a split rail, chicken wire or temporary fence. E-fences are acceptable if the dog is properly trained.

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, the 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. This decision on whether a home is adequately fenced will be made by rescuer, not by the adopter. While the fence is not serving the purpose, the adopter shall not leave the dog unattended in the yard at any time.

If a fenced yard is not available, the home may be approved depending on the size and type of dog and the activity level of the adopters. Unfenced Or No Yard Approved: _____

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 the sole purpose of determining compliance with the terms of the within contract, by making a personal visit to the premises of the adopter at anytime during the entire lifespan of the dog.

Rescuer reserves the right to **terminate** this **agreement/contract** and recover the **dog should it be deemed that the home is no longer suitable, the animal is in danger or is not being properly cared for**. If the dog is loose and returned to Rural Dog Rescue by the public or animal control – rescuer reserves the right to immediately terminate this contract.

If the terms and conditions of this contract are not upheld by the adopter, and/or any misrepresentations have been made by the adopter, rescuer reserves the right to terminate this contract and the adopters will agree to allow a representative of rescuer to reclaim the dog without notice or refund. The adopter further agrees to pay liquidated damages, in the amount of fifty (50) dollars per day, for every day that the adopter fails to comply with the agreement terms, or willingly surrender the dog at 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 must be notified within five (5) business days. Notification of rescuer is to include all veterinarian, animal control, legal, and other paperwork.

ADOPTER'S ACKNOWLEDGMENT OF TERMS

The undersigned adopter hereby acknowledges receipt of the above described animal and therefore agrees to the following terms:

1. The dog will not be allowed off leash except within adequate fencing.
2. The dog will not be chained to a doghouse, or chained outside to any type of object or outbuilding.
3. The dog is not to live in a garage, doghouse, or any type of outbuilding.
4. The dog will wear a collar or harness with an ID tag when outside of it's home.
5. Shelter from weather must be provided for the dog at any time that the dog is outside, if the weather is extreme heat, extreme cold, or any other weather condition that may endanger the health of the dog. The dog is not to remain solely in a crate while indoors, only while adopter is not at home, if at all, and not for more than eight (8) hours a day. (Puppies no more than 4 hours at a time without a potty break)
6. The dog is not to be left with small children at any time when unattended by an adult.
7. The adopter must keep the rescuer informed with the name of the dog's veterinarian.
8. The dog must remain on heartworm preventative all year round, receive annual shots and other proper veterinary care.
9. The dog is to have adequate food, water, and shelter at all times.
10. The adopter shall refrain from physical abuse of the animal and from otherwise treating the animal in an inhumane manner.
11. **If for some reason the adopter no longer wants the dog, it will be returned to Rural Dog Rescue with medical records. Proof of vaccinations and negative heartworm tests will be required. Shots cannot expire within 30 days and the dog will need to be vaccinated again at the owners expense prior to returning. PLEASE NOTE THAT WE ARE A 100% FOSTER BASED RESCUE AND A SPOT MAY NOT BE OPEN IMMEDIATELY FOR A RETURN. BY SIGNING THIS CONTRACT YOU FULLY UNDERSTAND THAT SHOULD**

YOU NEED TO RETURN THE ABOVE DOG ANYTIME IN THE FUTURE YOU MAY BE REQUIRED TO KEEP THEM UNTIL A FOSTER SPOT IS AVAILABLE.

IF THE SAID ADOPTER SURRENDERS THE ABOVE DOG TO ANIMAL CONTROL OR ANYWHERE ELSE INSTEAD OF RETURNING THE DOG TO RURAL DOG RESCUE AT THE AGREED UPON DATE DETERMINED BY RURAL DOG RESCUE, THE ADOPTER WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED TO THE RESCUE RECLAIMING THE DOG AND WILL BE RESPONSIBLE FOR A DAILY BOARDING FEE OF \$35 PER DAY UNTIL A FOSTER SPOT OPENS UP AT THE RESCUE. _____

PLEASE GIVE YOUR NEW MEMBER OF THE FAMILY A CHANCE TO SETTLE IN AND CONTACT A TRAINER SHOULD YOU HAVE ISSUES YOU NEED HELP WITH. RETURNING A DOG IS NEVER THE BEST ANSWER OR SOLUTION!

12. Rural Dog Rescue makes no guarantees about the dog's temperament, behavior and/or health.

13. ALL FEES ARE NON-REFUNDABLE! Make sure you are ready to commit to giving a dog a FOREVER HOME!

CHANGE OF ADDRESS AND NOTIFICATION

The adopter agrees to notify rescuer no less than ten (10) business days prior to change of address, or change of environment that will affect the dog, and no more than five (5) business days after any incident involving animal control and/or complaints arising from said ownership of the dog.

COSTS OF ENFORCEMENT

Should it become necessary for rescuer 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 costs and all attorney fees representing either the adopter or rescuer.

CONFIDENTIALITY

This is a confidential agreement between the adopter and the rescuer.

RIGHT OF OWNERSHIP

The dog adopted from 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.

Signed this _____ day of _____, in the year _____

Adopter's Signature(s): _____

Adopter's Address: _____

City: _____

State _____

Zip Code _____

Rescuer's Signature(s): _____

Rescue Agency: Rural Dog Rescue
Rescue Address: 733 8th Street SE
City: Washington
State & Zip Code: DC 20003
Rescue Phone: 410-310-4420