

ADOPTION CONTRACT

4 Paws 4 Rescue
Owner: Sherri Conners
Cell 314-420-7930

Animal Name: _____ Breed: _____

Age: _____ Sex: _____ Where Conducted: _____

Adoption Date: _____ Release Date: _____

Adopter Name(s): _____



1. Release of Liability and Hold Harmless Clause:

In consideration of the receipt of the above-referred dog, the Adopter hereby understands, promises and agrees to forever release, discharge, indemnify and covenant to hold harmless 4 Paws 4 Rescue, its directors, officers, volunteers and successors and assigns from any and all claims, damages, costs expenses, loss of service, actions and causes of action arising out of any act or occurrence relating to the above referenced dog from the present time forward.

2. Adoption Donations:

In conjunction with the adoption of this dog, I have tendered a \$ _____ adoption donation, paid in the form of: _____ to 4 Paws 4 Rescue receipt of which is hereby acknowledged. This donation represents a contribution to defer 4P4R's expenses both directly and indirectly attributable to the rescue of this and other dogs. Adoption donations are NON-REFUNDABLE, and tendered as a donation to 4 Paws 4 Rescue. There are no exceptions to this matter unless a 4P4R director provides consent in written form BEFORE the time of adoption.

3. Health and Temperament

4 Paws 4 Rescue makes no explicit or implicit guarantees in reference to the health and/or temperament of the dog. The Adopter assumes all responsibility for treatments of any and all conditions of physical or temperament changes that may occur. While 4 Paws 4 Rescue makes every effort to place only healthy animals, with good temperaments, it cannot guarantee the health of any animal and may not be held responsible for any medical expenses that may be incurred after the date of adoption. The parties hereby acknowledge that 4P4R has not made any warranties relating to the dog, either express or implied, without limitation, any warranties regarding health, temperament or whether the dog is housebroken.

4. Veterinarian Release of Information

Adopter understands and agrees that 4 Paws 4 Rescue shall have the right to contact ANY veterinarian who has examined and/or treated the dog for the purpose of gaining information regarding any aspect of the dog's health and care including but not limited to verifying the purchase by Adopter of heartworm preventative and/or ascertaining whether or not the dog has received heartworm tests, fecal examinations, vaccinations and/or other treatments as required by this contract. Adopter explicitly authorizes without further notice, the release of any information regarding the treatment, training or other interaction of the dog by or with any animal control officer, law enforcement officer, veterinarian, trainer, groomer, boarder or any other service provider.

5. Covenants of Adopter Regarding Care and Handling

Adopter certifies, warrants, covenants and agrees that:

- Adopter shall cause the dog to be tested for heartworm and intestinal parasites once every twelve (12) months.
- Adopter agrees to provide rabies vaccinations as required by law of the state in which the dog is domiciled.
- Adopter agrees to provide a booster vaccination as recommended by a veterinarian.
- Adopter agrees to provide the dog with adequate, nutritious food, clean water and shelter at all times.
- Adopter agrees to refrain from physical and/or emotional abuse of the dog at any time and shall not otherwise treat the dog in an inhumane manner or allow third parties to do so.
- Adopter insures that the dog will not wear a shock collar, electric collar or any similar article at any time.
- Adopter insures that the dog will not wear a choke collar or pinch collar, except for the purpose of training.
- Adopter insures that the dog will wear an appropriate collar, Identification tag and microchip at all times.
- Adopter insures that the dog will not be tethered or chained.
- Adopter warrants that the dog will live only in the main living quarters of Adopter's residence as a family member and not as a working or guard dog. The dog shall not be kept in a kennel environment except (a) when hospitalization is necessary or (b) when brief, temporary boarding is necessary due to illness or absence of the Adopter.
- Adopter agrees if the dog is outdoors for any reason, to make shelter available at all times from sun, wind, and precipitation, cold and extreme heat.
- Adopter insures that the dog will be crated for no longer than nine (9) continuous hours and for no more than sixteen (16) hours in any twenty-four (24) hour period of time.

- Adopter insures that the dog shall not be left unattended by an adult, with children under the age of six (6) years at anytime.
- Adopter insures that under no circumstances whatsoever will the dog be subjected to cosmetic surgery of any kind.
- Adopter agrees that the dog will not ride in the back of a pickup truck under any circumstances,
- Adopter is advised and understands that during warmer months temperatures can escalate to a fatal level in a vehicle within five minutes. Adopter agrees that the dog shall not remain in any vehicle unattended for any length of time at anytime.

6. Change of Address

Adopter agrees to notify 4 Paws 4 Rescue no less than ten (10) business days prior to change of address of the Adopter and/or a change of environment that will affect the dog. This will allow 4 Paws 4 Rescue to update your pet's registration information so that your pet is fully protected.

7. Disposition of Pet

Adopter further agrees to desist from giving, adopting, loaning, fostering, trading, swapping, abandoning, surrendering or otherwise disposing of or destroying the dog in any manner whatsoever or to any entity whatsoever, unless the dog suffers a catastrophic injury and the dog recommends euthanasia's treating veterinarian. If the dog becomes lost, 4P4R should be contacted immediately, as we may be able to help in the dog's recovery. If for any reason the Adopter must relinquish ownership of the dog, owners must contact 4P4R prior to releasing the pet to anyone.

8. Forfeiture of Pet

Any breach by Adopter of this contract shall, at the sole discretion of 4 Paws 4 Rescue, constitute immediate forfeiture by the Adopter of any and all of the adopter's interest and. Adopter agrees to return the dog to 4P4R upon demand. Adopter understands and agrees that there will be no refund of any donation made to 4P4R in the event of the return to or recovery by 4P4R of a forfeited dog. *Please note any check returned to 4P4R for insufficient funds is considered to be a breach of contract and will be turned over to the Attorney General's Office.

9. Spay/ Neuter Clause

If for any reason your pet is not surgically altered prior to adoption, it is the adopter's responsibility to have this procedure completed by no later than the following date: _____. Proof of this procedure must be sent to 4 Paws 4 Rescue no later than one week after the alteration has been completed. Failure to comply with our Spay and Neuter Clause will result in the loss of your pet, as you will be required to surrender your pet back to 4 Paws 4 Rescue. We hold a strict policy and no exceptions will be considered.

10. Liquidated Damages – Legal Expenses

Adopter acknowledges that 4 Paws 4 Rescue has invested substantial monies, both specifically allocable to this dog and agrees that a requirement of a specific accounting for the cost incurred for the purpose of rescuing, fostering and rehabilitating and if necessary recovering the dog has been at our expense. Adopter further agrees to reimburse 4P4R for necessary costs and attorneys fees expended to recover the dog, as well as the aforesaid liquidated damages, if the dog is disposed of in any manner by Adopter, or is not returned to 4 Paws 4 Rescue by adopter upon demand. Adopter agrees that any and all costs, expenses and/or attorneys fees incurred by 4P4R to enforce this agreement and/or to recover the dog from Adopter because of Adopter's failure to comply with any terms of this agreement shall be paid by Adopter. Adopter also agrees that 4 Paws 4 Rescue is not responsible for any damages in the home, vehicles or other property after the point of adoption and these expenses are solely the responsibility of the adopter.

11. Notifications

Any written notification by Adopter required by this contract shall be made by United States mail; postage prepaid to 4 Paws 4 Rescue. Any contract required telephone notification by Adopter shall be made by calling 314-420-7930. Written and verbal notification shall include that dog's name as reflected on this contract, the dog's microchip number and the Adopters name and address.

12. Confidentiality

This is a confidential agreement between the Adopter and 4 Paws 4 Rescue.

_____ Adopter

_____ 4P4R Representative