



Adoption Contract – Dog

This agreement is made this ____ day of _____ in the year _____.

By and between Animal Rescue Coalition (ARC), 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: _____

Sex: _____

Colour/Description: _____

Date of Birth/Approximate Age: _____

Breed: _____

Hereinafter referred to as “this dog” or the “dog”. The adopter hereby declares that no representations about the nature of the adopted dog, or 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 an adoption fee in the amount of **\$262.00**, the adopter acknowledges the provisions as defined:

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. Copies of all receipts will be provided with each contract, if applicable.

2. Spay/Neuter

****Spay/Neuter will be Booked by ARC. ARC will only cover the costs of Spay/Neuter if done so by one of our approved Veterinarians. Contact ARC before getting this procedure done at arc@seabright.ca.***

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

2.1 Spay Agreement

This spay agreement is an agreement that the female dog will not produce a litter of puppies either as purposely bred or by accidental breeding. The rescuer's female dog adopted as a puppy will be spayed prior to adoption. If the dog's health does not 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 sterilization by the veterinarian is to be mailed to the rescuer within fourteen (14) days of the spay. It is the responsibility of the adopter, not the veterinarian, to be sure that the rescuer has received this statement. If 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 the rescuer with no refund.

2.2 Neuter Agreement

The rescued male dog shall be neutered prior to the adoption. Proof of sterilization 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 has 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 within fourteen days (14) of the neuter. If the 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 the rescuer with no refund.

3. Collars and Tags

The dog will not wear a pinch (cleat) collar or any similar article around the neck for the purpose of any basic training, any basic correcting, or for permanent use of identification. The pinch (cleat) collar is only to be used under the guidance of a professional dog trainer, then not to be used for any other reason. The dog shall at all times be required to wear a nylon best buckle collar with the rabies tag, identification tag (displaying the

home address) and the county license. The chain collar (choke chain or training chain) will only be used to walk the dog on a leash or to transport the dog.

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.

Included in the adoption fee is a \$12.00 fee for a tag bearing the name of the dog and new contact number should he get lost. This also has an ARC contact number as a secondary backup.

4. Transfer of Ownership

The dog shall not be sold, given to, or adopted to anyone else, nor shall there be any transfers 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.

5. Training

The adopter promises that under no circumstances will the dog be trained to develop a dual personality, as defined: no protection, attack, Shutzhund, 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.

Obedience training is mandatory for this Animal. (please check one) Yes No

Comments: _____

I, the adopter, understand that if the above box is checked indicating that obedience is mandatory in this adoption, will have the services of an obedience trainer booked prior to the completion of the adoption.

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 adopters 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 stand up in, 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 a 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. Arising Health Issues

The Rescuer (ARC), to the best of their ability and knowledge of this dog, believe it is of sound health. Any existing issues are to be communicated with the Adopter and are to be listed below:

If within the first two weeks of adopting an animal any health concerns other than what are listed above should arise, the Rescue (ARC) will be contacted immediately. If the animal needs vet care and the Adopter wishes for financial assistance from the Rescue (ARC) within this time frame the animal must go to a vet clinic that is APPROVED BY THE RESCUE with all appointments to be booked by the Rescue. By signing and dating this contract I, the Adopter, have been communicated with by both the Rescue and the Foster Parent and understand any existing issues with this animal as well as the proper care regarding these issues. Failure in caring for these issues as prescribed by Veterinary Advice will result in the seizure of this animal, with all rights returning to the Rescue.

8. Health Program

Rescuer reserves the rights to check with the veterinarian at any time to verify that all the basic health requirements are being done. Renewal of rabies vaccine is required by law and therefore by the terms of this contract. The initial adoption fee covers neuter and spay and first set of shots, all further boosters and yearly vaccines are your responsibility and are required to be kept up to date.

9. Temperament

Rescuer makes no explicit or implicit guarantees in reference to the future health, and/or temperament of the dog. The dog is adopted "as is" and the adopter assumes all responsibility for treatments 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 and vet check 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.

10. 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 its superior claim in the event it appears to rescue that the proper and humane care as specified in the above 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 the rescuer's attorney. The adopter has read this, understands and agrees to this and is signing this contract.

11. 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.

12. 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 or cold, or unattended for any amount of time.

13. 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 yard by jumping, digging, or exiting through gates not properly secured. The fence will prevent any other animal from entering the property the dog lives on and will be secure enough to prevent intruders or small children from easily gaining entry. An adequate fence does not include a split rail, electric, or invisible fence. A shock or electric 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 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. Rescuer, not by 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.

14. Tie out

Should the adopter not have adequate fencing, it is acceptable to use a high quality tension lead to tie the dog out in the yard for the purpose of getting fresh air, using the

bathroom etc. It is not acceptable for the dog to be tied out in the yard while adopter is at work or leaving the premises. The dog at any given time shall not be tied outside for periods in excess of one (1) hour. Adopter agrees that the dog is not to live outside tethered or be placed outside unattended for any length of time. Failure to comply with this is unacceptable and if the dog is found in any of these situations, will be handed over to rescuer upon discovery.

15. 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 contract by making a personal visit to the premises of the adopter at any time during the entire 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 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 the time the incident has become knowledge to the rescuer. Rescuer's reservation of rights also includes not adopting the 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 immediately.

16. 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 outside of the home.
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. Shelter from weather must be provided for the dog at any time that the dog is outside if the weather is extreme heat, cold, or any other weather conditions that may endanger the health of the dog.
5. The dog is not to remain solely in a crate while indoors, only while the adopter is not at home, if at all, and not for more than eight (8) hours a day.
6. While the adopter is at home, the dog is not to remain solely in one room, not to be confined to either a crate or a room, and must have free roam of the house as a family member.
7. The dog is not to be left with small children at any time when unattended by an adult.
8. The adopter must provide rescuer with the name of the veterinarian the dog is going to and notify rescuer if there is a change.
9. The dog shall not be trained, encouraged, nor 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.
12. The dog shall be kept on lead at all times when outside the home in unfenced areas. The use of long lead or short lead is at the discretion of the adopter; however, the dog must be under the control of the adopter at all times.

17. Change of Address and Notification

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

18. 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.

19. Confidentiality

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

Signed this _____ Day of _____ / 20_____.

Adopter Signature(s): _____

Adopter's Address: _____

EmailAddress: _____

Home Phone: _____

Work Phone: _____

Rescuer's Signature(s) _____

****One Copy of this contract is to be given to adopter and one copy will be kept on file at ARC.***

To contact ARC, please email us at arc@seabright.ca

****Spay/Neuter or other medical procedures will be booked by ARC. ARC will only cover the costs of Spay/Neuter or other medical procedures if done so by one of our approved Veterinarians. Contact ARC before getting this procedure done at arc@seabright.ca.***