

ADOPTION AGREEMENT & RELEASE STATEMENT

made this day of 20__ between **Save Our Small DOGS** and

Name _____ Address _____ City _____ State _____ Zip _____
Email: _____ Phone: _____

PREAMBLE: I/we, the above named person and/or persons, hereinafter referred to as "adopter", agree to adopt this dog, a **X** known as **X** and hereinafter referred to as "dog", and release SOS DOGS and its individual members, board members, and volunteers, jointly and severally, from all claims for personal injury and/or property damage to myself or others associated with this adoption. 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 responsibility have induced the adopter to sign this contract. In consideration of an adoption fee in the amount of

\$, the adopter acknowledges and further agrees to these provisions. **(Note: Any amount given beyond this adoption fee is a tax deductible donation as SOS DOGS is a 501c3 non-profit organization. We will send you a donation receipt for tax purposes.)**

HOME CARE: The welfare of this dog is the sole responsibility of the adopter and adopter agrees to give the dog good care which includes quality dry dog food (not supermarket brand), fresh water, sanitation and grooming, clean indoor housing, safety, and love.

HOUSING-TRANSPORT: Adopter will keep this dog as a house pet and family member **only**. This dog is not permitted to live in a garage, doghouse, or any other unheated outbuilding. It will be kept indoors after 11 pm and in extreme weather conditions (over 90 or under 40 degrees). When outside, adopter will **always keep this dog on a leash while walking or in a fenced yard. It will NEVER be chained, leashed or tied up outside and left alone. It will NEVER be permitted to run loose outside a fenced yard. It will never wear a shock collar or be left in an area with an electric fence.** Crating can be used when adopter is not home but for a limited time based on the dog's ability to hold waste. For a full work day, it is preferred that the dog be kept in a room with a hard surface floor, such as a kitchen, with a bed, toys and water. The dog will NEVER be permitted to ride in the back of a pick-up truck or left in a vehicle in extreme heat or unattended.

VETERINARY CARE: After adoption, this dog's health is adopter's full responsibility. Adopter agrees to take the dog to a vet within one week to verify its health status and to purchase heartworm preventative and flea/tic preventative. The dog will receive proper care by a licensed veterinarian throughout its entire life, including an annual exam, all rabies and dhpp shots, heartworm tests and monthly heartworm preventative and flea and tick preventative, stool tests, periodic teeth cleaning, and all inoculations and medical attention in accordance with veterinary recommendations for the life of the dog. Adopter will arrange for immediate veterinary care in the event of illness or injury. Adopter will notify SOS DOGS of the name and telephone number of vet so that SOS DOGS can verify the care being given.

COLLAR-LICENSING-TAGS: Adopter will legally license this dog and apply for same within ten (10) days of adoption. Adopter agrees this dog will NOT wear a pinch, cleat, or choke collar or any similar article around the neck for the purpose of training, correcting or any other use. ADOPTER will keep the dog clearly identified immediately upon adoption and at all times with a soft cloth or leather collar holding rabies tag, license, and identification tag with the owner's name, address and phone number. A harness will be used for walking; a collar will be used for ID and on 24/7.

SPAY/NEUTER: Breeding of this dog is expressly forbidden. If this dog is not already spayed or neutered due to being too young or some other reason, adopter agrees to do so within thirty (30) days of adoption (or just prior to six months of age) and to send a copy of the spay/neuter certificate to SOS DOGS immediately thereafter. This MUST be done within the time limit to be eligible for SOS DOGS' reimbursement of the altering deposit.
 This dog is already altered and the above provision does not apply.
 This dog needs to be altered. Accordingly, adopter is making an additional \$200 altering deposit. This deposit is returnable within ten (10) days of SOS DOGS receiving paper receipt of PROOF of altering (altering certificate or vet bill), if altering is done within the above time limit.

CONDUCT & HEALTH OF DOG: Adopter understands that no one can predict how a dog will react in a new situation. Therefore, adopter will exercise prudence and caution in introducing this dog into the new situation until the dog has become fully adjusted to its new environment and adopter has had an opportunity to become familiar with this dog's unique personality. Adopter assumes full responsibility for the conduct of this dog and for any damage to persons or property. SOS DOGS makes no explicit or implicit guarantees in reference to the health 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 physical, medical or temperament changes that may occur in the future. SOS DOGS 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.

OTHER USES: This dog will not be used for rituals, racing, fighting, medical or experimentation purposes. It will be nothing other than a house pet and family member.

TRANSFER OF OWNERSHIP: The ownership and responsibility for this dog belongs solely to adopter. However if adopter can no longer keep this dog or provide it with good care, including food, shelter or veterinary care, adopter will contact SOS DOGS and give the rescue the opportunity to rehome the dog. 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 without express permission from SOS DOGS. Adopter will give SOS sufficient time to arrange for a suitable home for the dog. Adopter will inform SOS if the dog has any behavioral or medical conditions which make rehoming unadvisable. If adopter has to return the dog to SOS, return transportation is adopter's responsibility.

FURTHER CONTACT: Adopter understands that SOS DOGS may contact him/her for further verification of this dog's welfare. Adopter will cooperate by providing whatever information is requested and adopter will permit SOS DOGS to visit the home or contact the vet if so requested. **Adopter will keep SOS DOGS informed of any changes of address, email address or telephone number so that adopter can be contacted for the life of the dog.** If the dog becomes lost, adopter will notify SOS DOGS immediately.

REPOSSESSION: Adopter understands that in the event he/she does not follow the terms of this Agreement or adopter neglects or abuses the dog, SOS DOGS or another animal authority has the right to take possession of the pet. The adopter agrees to pay SOS DOGS any and all expenses, including court costs and reasonable attorney's fees, in enforcing the terms and provision of this contract.

SOS DOGS has provided the best information it can about the dog, and adopter accept responsibility for the dog based on the information, if any, available and provided at the time of this Agreement. Adopter does not hold *SOS DOGS* responsible for errors in the information provided about this dog. Adopter realizes any rescue only knows what the previous owners have told it or very little in the case of a stray. The Release Statement below releases *SOS DOGS* from any and all liabilities with respect to this dog's behavior, actions, health or performance. Adopter therefore forfeits any right to sue. Adopter understands that in the event he/she gives false information or does not follow the terms of this contract, *SOS DOGS* may reclaim this dog and start legal proceedings against adopter at adopter's expense, and may assess damages in the amount of \$1,000, plus legal fees, against adopter.

RELEASE STATEMENT

X,adopter(s) of the dog identified in the Preamble of this Agreement, agrees, understands and promises to forever release, discharge, indemnify and hold harmless *SOS DOGS*, a 501c3 non-profit organization, Barbara Ross, Archie Ross, or any of its agents or representatives, board members, or any other person associated with this rescue, their heirs, administrators, executors, successors and assigns from any and all claims, damages, costs, expenses, loss of services, actions and causes of action arising out of bodily injuries, mental anguish or property damage or any other occurrence from the present time on caused by the adoption of this dog. This includes any and all loss, damage, fees and expenses (including legal or medical fees) by reason of liability imposed by law upon *SOS DOGS*, Barbara Ross, Archie Ross, or any of it's agents or representatives, heirs, administrators, executors, successors and assigns because of bodily injuries or death to any person or persons, or animal, including the adoptive owners, or any damage to property arising out of or in consequence of the placement of this dog, howsoever such injuries, death or damage to property may be caused, whether or not the same may have been caused by, or may be alleged to have been caused by, negligence of the aforementioned parties or any of their agents or representatives, or any other person connected with *SOS DOGS*. Adopter(s), the undersigned, assumes sole responsibility for all manner of actions and causes of actions, suits, debts, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever arising out of possession and /or the placement of this animal. Adopter also understands that this organization will not be responsible for any medical care or costs thereof required for this animal from this day forth. All expenses resulting in any injury or illness and all care will be adopter's sole responsibility. In addition, adopter hereby agree that *SOS DOGS*, its agents or representatives, board members or any other person associated with this rescue, their heirs and assigns, successors and executors, will not and cannot be held responsible for the conduct, behavior, health or disposition of this animal. Adopter shall assume all responsibility for damages, suits, debts and actions that arise from ownership of this animal. Adopter(s) realizes that adopter(s) hereby give up any right to take any legal action whatsoever against *SOS DOGS*, it's agent or representatives Barbara Ross, Archie Ross, board members, heirs, administrators, executors, successors and assigns.

Unconfirmed and unverifiable information has been voluntarily provided to this rescue by it's former owner, if known, but *SOS DOGS* has undertaken no investigation with regard to the history or physical condition of the animal other than given by the previous owner (if known). *SOS DOGS*, Barbara Ross, Archie Ross, and any other agents or representatives, board members, executors, successors, agents and assigns, make neither warranty nor guarantee, expressed or implied, as to the physical, medical, mental or behavioral condition of this animal, its background or its suitability or compatibility.

Adopter(s) therefore hereby releases *SOS DOGS*, Barbara Ross, Archie Ross, heirs, administrators, executors, successors and assigns, board members, and any other agents or representatives from any and all responsibility with regard to this adoption, which adopter(s) undertake voluntarily and with full knowledge of the above release and its implications.

I certify that I have read and understand the terms of this Release and Adoption Agreement by signing below this ____ day of _____ 20__

Adopter's Signature

Adopter's Signature

Adopter's Printed Name

Adopter's Printed Name

Witness

Witness Printed Name

Witness Residence, City, State, Zip