

Adoption Contract for _____
Adopter's name here

This agreement is made this _____ day of _____ in the year 20____, by and between Shih Tzus & Furbabies, 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: _____

Breed: _____

STFBR ID Tag Number #: _____

Gender: _____

Color: _____

Date of Birth/Approximate Age: _____

Distinguishing Characteristics: _____

hereinafter referred to as this dog. The adopter hereby declares that no representations about the nature of the adopted dogs, nor 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 a donation in the amount of \$_____, the adopter acknowledges the 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 the dog for adoption. The donation also allows the rescue organization to continue to rescue dogs in need. If your pet will be transported from it's foster home via our rescue volunteer

network, please include the transport donation (\$50) to help defray the cost getting your dog to you.

Spay/Neuter Agreement

_____ This dog is already spayed/neutered.

_____ This dog is being placed on a strict spay/neuter contract. He/she will be spayed/neutered within _____ days of the date of this contract, at adopter's expense, for the following reason: _____

Adopter's initials _____ I understand the requirement of the above clause.

Collars and Tags

The dog will NOT wear a pinch (cleat) collar, nor choke 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 dog shall not be subjected to any type of shock, or electronic device, such as an electric fence, anti-bark collar of any type, zapper, or a scat mat type device. The dog shall at all times be required to wear a secure collar with the rabies tag, identification tag (displaying the home address and the county license). Harnesses and halters are acceptable alternatives. 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. The dog is required to wear the Shih Tzus & FurbabiesRescue numbered ID tag at all times.

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 to rescuer to redeem the dog.

Training

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

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 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 four (4) 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 dog house is not acceptable as residence for the dog.

Health Program

The dog shall remain on heartworm preventative 12 months a year for the first 2 years after adoption, then on seasonal heartworm preventative for the rest of 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 documented physical examinations at a veterinary clinic by a licensed veterinarian. The dog shall have any pertinent care, including but not limited to annual vaccines, titers testing, and blood work, as deemed necessary by the attending veterinarian. The dog, when adopted, will be seen by a veterinarian within 10 days of the adoption date so that the dog can get established at a veterinary facility and so that records can be initiated. Rescue reserves the right to check with the veterinarian at anytime 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.

Important Notice Temperament

Rescuer 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 conditions of physical or temperament changes that may occur. Rescuer will provide the dog with the basic vaccines and heartworm test 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.

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 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 rescuers 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.

Rescuers 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. 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. he adopter further agrees to pay liquidated damages in the amount of fifty 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 immediately.

Adopter's Acknowledgment of Terms

I hereby acknowledge receipt of the above described animal and therefore agree to the following terms:

1. When the dog is outside, he must be restrained in some manner such as by a fence or adequate lead and monitored at all times.
2. He shall NOT be left outside loose or unrestrained and must be watched at all times.
3. The dog will not be chained to a doghouse or chained outside to any type of object or outbuilding.
4. The dog is not to live in a garage, doghouse, or any type of outbuilding.

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 conditions that may endanger the health of the dog.
6. 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 four (4) hours a day.
7. While the adopter is at home, the dog is not to remain solely in one room, not to be confined to either the crate or a room, and must have free roam of the house as a family member.
8. The dog is not to be left with small children at anytime when unattended by an adult.
9. The adopter must provide rescuer with the name of the veterinarian the dog is going to and notify rescuer if there is a change.
10. The dog must remain on seasonal heartworm preventative.
11. The dog shall not be trained, encouraged, nor misrepresented for the purpose of protection, aggression, or any aggravated display of behavior.
12. The dog is to have adequate food, water and shelter at all times.
13. The adopter shall refrain from physical abuse of the animal and from otherwise treating the animal in an inhumane manner.

Change of Address and Notification

The adopter agrees to notify rescuer no less 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.

Costs of Enforcement

Should it become necessary for us 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 _____, 20_____

Adopter Signature(s): _____

Adopter's Address: _____

City: _____

State: _____ Zip Code: _____

Home Phone: _____

Work Phone: _____

Adopter email address : _____

Driver's License Number: _____ Issuing State: _____

Rescue Agency: Shih Tzus & Furbabies

Mail Contract to:

346 Osprey Circle

Saint Mary's GA 31558

Phone: 912-673-0041

Foster Home Contact: _____

Foster Email: _____

Adoption Counselor: _____