



## SHOW ME YOUR PITTIES RESCUE

### DOG ADOPTION CONTRACT/AGREEMENT

Show Me Your Pitties Rescue, a California 501 (c) (3) non-profit corporation,

and \_\_\_\_\_ in consideration of the mutual

covenants in this Agreement and other good and valuable consideration,

intending to be legally bound by this Agreement, agree to the following:

**1. The Dog:** We are placing the following described dog/puppy with you, the Adopter, for the adoption by you as a companion dog and family member:

Dog's Name \_\_\_\_\_ M \_\_\_\_\_ F \_\_\_\_\_

Breed/Mix/Color/Markings \_\_\_\_\_

Spayed \_\_\_\_\_ Neutered \_\_\_\_\_

Date: \_\_\_\_\_

Microchip # \_\_\_\_\_

Will be Spay/Neutered \_\_\_\_\_

**2. Adoption Donation:** The Adopter agrees to make a non-refundable donation of \$

\_\_\_\_\_.

**IF** the dog wasn't altered because too young your donation would have to include a mandatory deposit of 250\$ for spay/neuter.

Any vaccines or medical care costs after the adoption are the financial responsibility of the Adopter.

**3. Spay/Neuter:** If this Dog has not been sterilized prior to this agreement because of young age, you agree to Spay or Neuter within 6 months of this signed agreement. Please call us if you need to arrange a Spay/Neuter with one of our Veterinarians. You understand that this contract is not final until the Spay or Neuter is complete.

4. **Veterinary Care:** You agree to provide all necessary medical care to the Dog in a timely manner. You agree to keep all vaccinations current and ensure the Dog receives preventative medication to protect against fleas, ticks & heartworm. Any veterinary problems that may arise, including serious illness requiring emergency care or surgery is your responsibility and you are responsible for all related costs. All of our pets are given a thorough veterinary exam, updated vaccines, fecal test, deworming and flea treatment. They are treated for any medical needs. To the best of our knowledge, we are giving you a healthy pet unless otherwise noted.

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5. If any behavior issues arise and the Dog needs training You are fully financially responsible for any costs related.

6. If for any reason (i.e. biting, destruction, escapism, fearfulness, dominance) that might lead to the abandonment of the Dog, You agree to contact Show Me Your Pitties Rescue to follow the recommendations in resolving any issues as an effort to maintain custody of the adopted animal and to **UNDER NO CIRCUMSTANCES** return the Dog to any shelters.

7. **Identification:** You agree that the Dog will always be wearing an identification tag with your current telephone number. We pay to microchip all of our dogs. YOU must REGISTER the implanted microchip with your name and contact information. You will be responsible for paying the registration fee. This is a one time fee. We highly suggest adding Show Me Your Pitties Rescue name and Phone number.

8. **Return Policy:** If You decide to return The Dog, the adoption fee is forfeited and will be considered a tax deductible donation to the Rescue. You must contact Show Me Your Pitties Rescue within 30 days if You decide to return The Dog. You must give Show Me Your Pitties Rescue 14 days notice to enable us to arrange for a foster home unless absolutely unmanageable. The Dog shall not be returned to any shelter.

9. **No Warrante:** Show Me Your Pitties Rescue makes no warranty as to the temperament or physical condition of the Dog. The Dog is being adopted as is after a final assessment from our vet.

10. **Euthanasia:** You agree that you may not euthanize the Dog except in the case of the Dog's terminal illness or injury, or old age accompanied by pain and suffering and in that case, the euthanasia must be performed by a licensed veterinarian and You must contact Show Me Your Pitties prior to making that decision.

11. **Release & Indemnification/No Liability:** You hereby release Show Me Your Pitties Rescue from any and all liability for personal injury, property damage, legal fees, or veterinary care, or

any other expense or liability incurred by You as a result of this adoption. You agrees to indemnify Show Me Your Pitties Rescue from any and all such claims and to pay, without limitation, any costs related to such injury, damage, or liability, including, in the case of litigation, any attorney's fees incurred by Show Me Your Pitties Rescue in its defense.

**12. Breach of Agreement:** In the event that You do not comply with the terms of this Agreement, or the Dog is abused or neglected, we hold the right to recover the Dog from you upon demand, and the Dog will be surrendered to us immediately. In addition, without waiving any of our rights under this Agreement, if you do not surrender the Dog to us, you will owe us a payment in the amount of \$2,500 agreed between us as just and reasonable liquidated damages to compensate us for our costs and expenses in connection with your breach of this Agreement and we reserve our rights to reacquire the Dog.

13. This Agreement (including the attached Voluntary/Release/Waiver of Liability) is the entire agreement between You and us, and supersedes any prior understandings between you and us with respect to the subject matter of this agreement. No modification of this Agreement will be valid unless in writing duly signed by both you and us. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors.

DATED: \_\_\_\_\_

**BY ADOPTER:**

Signed & Agreed \_\_\_\_\_

Print Name \_\_\_\_\_.

Street Address \_\_\_\_\_

Title \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone # \_\_\_\_\_

E-Mail \_\_\_\_\_

**BY SHOW ME YOUR PITTIRES RESCUE:**

Signed & Agreed \_\_\_\_\_

Print Name \_\_\_\_\_

## **ADOPTERS VOLUNTARY RELEASE / WAIVER OF LIABILITY**

This Voluntary Release/Waiver of Liability is made and entered between the Adopter and SHOW ME YOUR PITTIES RESCUE effective as of the below-indicated date. The Adopter desires to adopt an animal from Show Me Your Pitties Rescue, and as an inducement to the Rescue to agree to the adoption, the Adopter hereby represents, acknowledges and agrees as follows:

1. I acknowledge that, due to the unpredictable nature of animals, certain risks and dangers may occur while caring for an animal, including risks of injury to person and property, and that I have voluntarily agreed to make the adoption contemplated herein with full knowledge of such risks and hereby voluntarily assume all of such risks.
2. I agree that I will not make any claims against, sue or attach any property of Show Me Your Pitties Rescue, its directors, officers, agents, employees and/or volunteers for any injury or damage caused by any animal(s) adopted from SHOW ME YOUR PITTIES RESCUE.
3. I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me or third parties as a result of any action or activity of any animal(s) adopted by me from Rescue. It is my intention by this instrument to exempt and relieve charity from ALL liability for personal injury, property of wrongful death or death caused by negligence or otherwise.
4. I hereby agree to hold SHOW ME YOUR PITTIES RESCUE and its directors, officers, agents and/or employees harmless and indemnify them from and against any liability, claims, judgments or expenses I may incur arising out of my adoption of an animal from Rescue and/or my ownership or care of any such animal thereafter.
5. I HAVE CAREFULLY READ THE FOREGOING, AND I UNDERSTAND THAT TOGETHER THEY CONSTITUTE A DISCLAIMER OF LIABILITY BY CHARITY AND A RELEASE OF ALL CLAIMS BY ME. I UNDERSTAND THAT I ASSUME ALL RISKS INHERENT IN MY DECISION TO ADOPT AN ANIMAL FROM CHARITY AND ANY RELATED ACTIVITIES.  
I VOLUNTARILY SIGN BELOW TO EVIDENCE MY ACCEPTANCE OF THE ABOVE PROVISIONS.
6. This Release is governed by the laws of the State of California applicable to agreements entered into and fully performed therein.

Dated: \_\_\_\_\_ 20 \_\_\_\_\_. Executed at \_\_\_\_\_, California  
Signature of Pet Adopter \_\_\_\_\_

Print Name \_\_\_\_\_

