



Demi's Animal Rescue, Inc.
Terms of Adoption
(Dog)

Date _____

Animal's Name: _____ Breed: _____

Sex: _____ Weight: _____ Age: _____

Microchip ID: _____ Notes: _____

In consideration for Demi's Animal Rescue, Inc. ("the Rescue") agreeing to transfer possession and ownership of the above-referenced dog to the adoptive owner, the parties hereto agree that the adopter/owner shall abide by the following conditions:

1. _____ (Name) hereinafter referred to as "dog", is being transferred to the adopting owner with the understanding that the adopter is taking possession of the dog to treat and to be responsible for it as his/her own dog.
2. _____ The adopter will pay the Rescue a non-refundable adoption fee of \$_____.
3. _____ If the animal is not yet spayed or neutered, the adopter will also pay the Rescue a refundable deposit of \$_____ that will be returned upon presentation of proof that the animal has been spayed/neutered.
4. _____ I understand that the adoption fee is non-refundable, regardless of how long I have the dog in my possession, even if I am not able to keep the dog or if I return the dog to the Rescue for any reason.
5. _____ Each prospective adoptive home will be visited by a Rescue employee or other approved individual, to evaluate its qualifications as an adoptive home. I understand that the Rescue may re-evaluate the home after the adoption to ensure that the conditions of this agreement are being complied with.
6. _____ The dog will be treated as a family member with loving care and affection. I will do my best to ensure the dog's safety and well-being.
7. _____ I will feed the dog at least twice a day and provide a fresh supply of water at all times.
8. _____ The dog will live inside my home and will not be isolated from the family. I will walk my dog on a leash or exercise my dog in a fenced area. I will never let my dog run loose or roam, keep my dog chained or tied up, keep it continuously in a yard, garage, patio, balcony, or pen, or leave my dog outdoors, even in a fenced yard when no one is at home.

9. _____The dog shall not participate or be trained as a guard dog or fighting dog, nor will I use it for any purpose other than companionship (with one exception: if the dog is to be trained as a service dog, therapy dog or emotional support dog, initial here:_____). The dog may not be physically altered for cosmetic purposes. I will never allow any physical, mental, or emotional abuse of the dog.
10. _____I will take the dog to a licensed veterinarian no later than **(date)** for his/her yearly exam and to receive any needed vaccines. I will provide all required and/or needed veterinary care, including: rabies shots as required every one or three years; booster shots as recommended and prompt treatment by a licensed veterinarian for any illness or injury.
11. _____I understand that this dog has tested negative for heart worm and has been on heart worm preventative. I also understand that it is recommended that I should give the dog heart worm preventative tablets every month, all year long. I agree I will abide by my veterinarian's recommendations about prescribing preventative and testing for heart worm if there is a break in heart worm preventative treatment.
12. _____I affirm that no member of my household has been convicted or charged with any animal welfare law violation such as neglect, cruelty, abandonment, etc. I affirm that no member of my household has been convicted or charged with any domestic battery or sex crime.
13. _____I will ensure proper licensing of the dog and will attach the appropriate license tags, rabies tag and **personal identification tag to a non-choke collar to be worn at all times.** I will ensure compliance with all applicable local ordinances and state statutes.
14. _____I will not use a choke-type collar, prong collar or shock collar at any time.
15. _____I am adopting the dog for myself and I agree to not give away, sell, or trade the dog, even as a gift to a friend or family member. I will neither take the dog to a shelter, euthanize for non-medical reasons, nor abandon the dog without first notifying the Rescue that I can no longer take care of the dog. **I understand that I must notify the Rescue, without delay, if I can no longer care for or keep the dog** and agree to give the Rescue reasonable time to find the dog a new home or place the dog in an approved foster home, if available. I must notify the Rescue of any behavioral problems that have occurred at any time before I return the dog. If I am unable or unwilling to keep the dog for any reason, or if the placement is disadvantageous to the Rescue, I agree that I must contact the Rescue giving it the first option of reacquiring the dog before any further placement. I agree that I may NEVER transfer ownership of the dog unless the Rescue first elects not to exercise this option within 14 days. Further, if the Rescue determines that the placement is disadvantageous to the Rescue, I agree the Rescue may work with us, the new owner(s), to rectify the situation to its satisfaction or it may require the new owner to relinquish possession of the dog to the Rescue. If the dog is euthanized, lost or otherwise unable to be returned to the Rescue due to the negligence or intent of the adopter to circumvent the Rescue's right of redemption, it is agreed that the adopter will be in breach of this agreement and is subject to pay liquidated damages to the Rescue in the amount of \$2,500.00.

16. _____ I agree to accept responsibility and ownership of the dog at my own risk and I release the Rescue, its officers, directors, members, employees, representatives, agents or assigns from any and all liability arising out of possession and ownership of the dog. I agree that I am assuming total financial responsibility for the dog as of the date of this contract. The Rescue will not be held responsible for any damages or expenses (veterinary or other) incurred during ownership of the dog.
17. _____ I acknowledge that the Rescue may not be held liable should the dog bite or injure a person or another animal. I accept full liability for the dog, recognizing the potential issues that may arise with any animal.
18. _____ In the event the dog becomes lost; I will immediately notify the Rescue. I will immediately notify the Rescue of any change of contact information (address, phone number(s), or email address).
19. _____ The dog's microchip will have the Rescue's contact information (address, phone number, or email address). I agree not to remove or alter the Rescue's contact information from the dog's microchip. In the event the microchip stops working (backs out after implantation, microchip cannot be found with microchip scanner) I agree to notify the Rescue without delay so that a new microchip can be implanted.
20. _____ I agree the dog will not be transported in **any** open vehicle.
21. _____ The dog's known background and medical history have been discussed with me. I understand that the Rescue has made no representation concerning the health, condition, training, behavior, or temperament of the dog.
22. _____ The Rescue makes no representations or warranties regarding the temperament or physical condition of any adoptive dog. All warranties, including implied warranties of merchantability and fitness for a particular purpose, where they are applicable, are hereby specifically disclaimed.
23. _____ I will not abuse or neglect the dog or allow it to be abused or neglected. I authorize the Rescue, at its sole discretion, to determine whether or not the dog has been abused or neglected while in my possession for purposes of exercising its right of return.
24. _____ If it is determined that negligence has occurred that caused the dog to become ill or injured, the Rescue will be entitled to any and all expenses incurred to return the dog to health.
25. _____ The Rescue will not be held liable for any damage or loss resulting from the failure of the dog to respond to any commands taught to the dog or resulting from counseling advice supplied to owners of dog. The dog's behavior now and in the future is solely the responsibility of the owners of the dog. Should any behavior on the dog's part now or in the future result in damage to property, the owners, or person of some third party, the owner agrees to assume full liability to such third party for any and all such damage, and to absolve the Rescue from any and all obligations to pay such damage to third party.

26. _____ The Rescue's dogs are typically affectionate and friendly, and the Rescue will not place a dog known to be of an unsound temperament. However, no one can predict how any dog will react in a given situation, especially without complete knowledge of its life experiences. Therefore, adoptive owner(s) are strongly urged to exercise prudence and caution in introducing an adoptive dog into a new situation until the new addition has become fully adjusted to its new environment and the adoptive owner has had an opportunity to become familiar with that dog's unique personality.
27. _____ I agree that I currently and will always have and maintain a fenced yard at the home where the dog will be or I understand that I must demonstrate to the Rescue an ability to properly exercise and keep my new addition safe while going to the bathroom. I agree to not allow my dog to ever be allowed to run loose in an unfenced area. I understand the Rescue's goal is that the dog is kept as a house dog in close companionship with their families and it should be in a home where it will be sleeping in the home and not left outdoors. I agree to always give the Rescue's goal priority in considering the dog's living arrangements.
28. _____ I agree to be prepared to demonstrate the ability and willingness to provide proper food, medical care, and a loving, safe, healthy, and clean environment for the adoptive dog. I understand that even if the dog has already had a basic obedience course, I will take my new addition to the "refresher" course to establish respect and a close rapport more rapidly between dog and owner. In doing so, I understand that it is best to be assured that anyone working with the dog is familiar with his/her temperaments and traits. I understand that a gentle leader, head harness or easy walk harness and positive reinforcement are the best and preferred methods of training purposes. Therefore, I agree that choke chains, prong collars or shock collars could be harmful to the dog, and those corrective devices will not be used on the adoptive dog by me, any member of the adoptive family or anyone caring for the dog with my permission. I agree that if any of the aforementioned devices are used on the dog that I will have breached the terms of this agreement and the Rescue may work with the new owner to rectify the situation to its satisfaction or it may exercise its right to require the new owner to relinquish possession of the dog to the Rescue.
29. _____ The Rescue shall not be responsible for any bodily injuries or property damage and/or damage to other animals caused by any adopted dog or by the actions of its adoptive owners. The adoptive owner hereby specifically assumes sole responsibility for, and agrees to indemnify and hold Demi's Animal Rescue, Inc. harmless from any and all loss and expenses (including legal fees) by reason of liability imposed by law upon the Rescue or any of its officers, directors, members, employees, representatives, agents, or assigns because of bodily injuries or death to any person or persons including the adoptive owners, or any damage to property and/or animals arising out of or in consequence of the placement of the dog howsoever such injuries, death or damage to property and/or animals may be caused, whether or not the same may have been caused, or may be alleged to have been accused, by negligence of the aforementioned parties or any of their directors, members, employees, representatives, agents, or assigns or any other person.
30. _____ I agree to permit the Rescue to make inquiry about and enforce any of the above conditions and requirements at any time after adoption. This can include visits to my home and contact with my veterinarian. **I UNDERSTAND THAT FAILURE TO COMPLY WITH ANY OF THE ABOVE PROVISIONS WILL RESULT IN FORFEITURE OF THE DOG TO THE RESCUE.**

31. _____ I understand that by voluntarily signing this agreement, I am entering into a legal and binding contract with the Rescue.



Adopter Information:

Name(s):

Address(s) where dog and adopter will reside:

Mailing address:

Phone number(s):

Email where we can contact you:

Adopter Signature: _____ Date: _____

Rescue Signature: _____ Date: _____

Demi's Animal Rescue Terms of Adoption - Microchip ID: _____ Date _____