

Adoption Agreement (DOG)

RECITALS:

WHEREAS: This Agreement is made and entered into on this ____ day of _____, 2013, by and between Patti Hoogewind and the "Adopter":

_____ .

Name(s)	_____
Home Address	_____
City, State	_____
Zip	_____
Home Phone	_____
Work Phone	_____
Email:	_____
Address where pet will reside:	_____

WHEREAS: Adopter expressly wishes to adopt the following dog (hereafter the "Pet") particularly described as follows:

Current Pet Name	_____
New Name	_____
Color / Breed	_____
Sex - Appx. Age	_____
Vet records are at:	_____
Rabies tag#:	_____
Micro-Chip/Tattoo:	_____
Name of NEW Vet:	_____
Emergency Name/Phone/Email:	_____

Now, therefore, for good and valuable consideration, for the mutual promises made herein, the parties agree as follows:

Adopter shall make a non-refundable donation of \$175.00. This donation shall be used to help offset the expenses incurred in rescuing, boarding, and providing veterinary care for the Pet.

If applicable – Adopter shall enroll this dog/puppy in a basic obedience class within 4 weeks of adoption. _____ **Adopter's Initial**. Adopter shall, within 15-days of execution of this agreement, provide the dog with a comfortable and safe leash, collar and harness, including a sturdy and securely connected identification tag, bearing Adopter's name and phone number. Adopter shall not ever allow the dog outdoors without said identification tag.

Adopter agrees that, without approval and permission from Patti Hoogewind or a person appointed by her in the form of a notarized writing, the Pet may **NEVER** be dropped at, delivered or conveyed to, an animal shelter or rescue organization.

Adopter agrees that, without approval and permission from Patti Hoogewind, or a person appointed by her in the form of a signed and notarized writing, the Pet may NEVER be transferred, sold, given away, or in any other manner experience a change in ownership OR custody.

Adopter agrees to make legally binding written arrangements regarding the care of the Pet in the event of Adopter's illness or death.

If for any reason, no one is able to care for this pet, Adopter SHALL contact Patti Hoogewind and allow her an opportunity to re-rescue this pet. Adopter agrees, at his/her expense, to return the dog to Patti Hoogewind in Hernando County, FL.

Adopter agrees not to physically alter the appearance of this pet, including, but not limited to, alterations or changes to the Pet's tails or ears unless it is deemed medically necessary by a licensed veterinarian.

If the Pet is lost, stolen or deceased, Adopter shall, within 24 hours immediately notify Patti Hoogewind via telephone at the following numbers 352-650-6436.

Adopter shall treat the dog humanely, providing good quality food, water and shelter.

Adopter shall never leave the dog unattended in a car.

If the Adopter has a pool or access to a pool, he/she agrees to drown-proof this pet to prevent accidental drowning by using a barrier to prevent the pet from reaching the pool unsupervised.

It is clearly understood that the dog is an indoor companion and inside housing is to be provided at all times. At no time may the Pet be tied or staked outdoors. **IF THE PET IS TIED OR STAKED, THE PET MAY BE REMOVED FROM THE PREMISES BY PATTI HOOGEWIND OR A PERSON APPOINTED BY HER.**

Adopter shall provide routine and emergency veterinary care including, but not limited to, vaccinations, parasite checks, and annual Heartworm testing. Heartworm and flea and tick preventative shall be administered as prescribed by a veterinarian. **This dog is presently on _____ for flea/tic prevention, and _____ for heartworm prevention that is administered on the ____ and _____ of every month, respectively.**

In the event Patti Hoogewind determines, that Adopter is not providing adequate food, shelter, veterinary care or is otherwise in breach of any of its obligations herein, she shall be entitled to take back ownership of the dog and make appropriate arrangements for the dog's care and/or re-adoption. Should such an event occur, the Adopter agrees to pay for legal and court costs. _____ **Initial.**

It is expressly understood by and between the parties that Patti Hoogewind, nor any other person or entity makes any representations or warranties whatsoever with regard to the Pet or its behavior, and Adopter shall not hold, Patti Hoogewind or any other person, entity or organization that has cared for, trained or sheltered the Pet, liable or responsible for any breach or warranty and any expenses or damages for which would otherwise arise from a breach of warranty.

Adopter expressly agrees to indemnify and hold harmless, Patti Hoogewind, and any other person, entity or organization that has trained, owned, cared for or sheltered the Pet, and any of their agents, representatives and volunteers, from and against any and all manner of actions and causes of actions, suits, debts, dues, accounts, bonds, covenants, agreements, judgments, claims, and demands whatsoever arising from or relating to the adoption, placement, training and/or possession of the Pet. Adopter shall pay all reasonable attorney's fees incurred by Patti Hoogewind or any other person or entity, in defending, or anticipating the defense of, any legal action brought against them by any person or entity.

WAIVER OF NEGLIGENCE

ADOPTER AGREES TO WAIVE, RELINQUISH AND RELEASE ANY NEGLIGENCE CLAIM IT MAY HAVE NOW OR IN THE FUTURE, AGAINST , PATTI HOOGEWIND AND ANY PERSON OR ENTITY WHO, UP UNTIL THE DATE OF THIS AGREEMENT, HAS TRAINED, OWNED OR CARED FOR THE ADOPTED PET. THIS MEANS THAT ADOPTER SHALL GIVE UP ANY RIGHT HE OR SHE OTHERWISE MAY HAVE TO BRING A NEGLIGENCE ACTION AGAINST PATTI HOOGEWIND OR ANY OTHER PERSON OR ENTITY WHO HAS, UP UNTIL THE DATE OF THIS AGREEMENT, TRAINED, OWNED OR CARED FOR THE PET. THIS INCLUDES NEGLIGENCE OF ANY NATURE OR TYPE RESULTING IN ANY TYPE OF DAMAGE, INCLUDING INJURY OR DEATH. ADOPTER AGREES TO THIS WAIVER WITH THE UNDERSTANDING THAT ADOPTED PETS CAN BE UNPREDICTABLE AND EVEN VIOLENT. ADOPTER FURTHER UNDERSTANDS THAT THIS IS A WAIVER AND RELEASE OF A LEGAL RIGHT.

I have read and fully understand this contract, and I agree to fully abide by all the conditions, promises, terms and covenants I have made. I have read the above information carefully. I understand if an omission or untruth is discovered after an adoption takes place, I understand and accept that or Patti Hoogewind has the right to annul the adoption and reclaim the dog.

Adopter's Name(s) Printed: _____

Driver's License/State or ID: **(required)** _____

Adopter's Signature: _____

Authorized Rescue Representative
Signature: _____

Date: _____

Date: _____

PAID: Cash _____ Check#: _____ Amount: _____ By: _____

Emergency Contact info: Name: _____

Email: _____