



DOG ADOPTION CONTRACT/AGREEMENT

Promise 4 Paws (the "Charity/Rescue/we/us"), a California 501 (c) (3) non-profit corporation, and the Undersigned (the "Adopter" or "you"), 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 _____ (Hereinafter ADOPTEE or Dog)

Breed/Mix/Color/Markings _____ Spayed _____ Neutered _____

Date: _____

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

Your donation includes spay/neuter, microchip and vaccines current to the age of the dog/puppy.

Any vaccines due after the adoption are the financial responsibility of the Adopter.

The adoption donation also includes **one** initial consultation with our trainer (\$75 value).

We **highly recommend a consultation with our trainer** because this sets your dog/puppy up for success in their new homes.

_____ 3. **Spay/Neuter:** If this Dog has not been sterilized prior to this agreement, you agree to Spay or Neuter within 6 months of this signed agreement. Please call us to arrange 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. _____

_____ 5. **Obedience Training:** Adopter agrees to provide obedience training for the Dog at their cost if any behavior issues arise. We agree that if the training is not complete on any Dog being returned to us, Adopter will be financial responsible for the cost to complete training.

_____ 6. **Behavioral Issues:** (i.e. biting, destruction, escapism, fearfulness, dominance) that might lead to abandonment of the animal: Adopter agrees to contact the obedience trainer as well as Promise 4 Paws Rescue to follow the recommendations in resolving any issues as an effort to maintain custody of the adopted animal.

_____ 7. **Identification:** You agree that the Dog will always be wearing an identification tag with your current telephone number.

_____ 8. **Return Policy:** If Adopter decides to not keep the Dog, Adopter hereby agrees to return the Adoptee to the Rescue **within 30 days**. After 30 days, it is up to the discretion of the Rescue if they are able to take the dog back. Adopter agrees to give Rescue up to **14 days** to secure a foster home and will provide safe and loving care of the Dog until it is returned.

_____ 9. **No Warrantee:** Rescue makes no warranty as to the temperament or physical condition of the Adoptee. The Adoptee is being adopted as is. All warranties with regard to Adoptee, including any implied warranty of merchantability and fitness for a particular purpose, where they are applicable, are hereby specifically disclaimed.

_____ 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.

_____ 11. **Release & Indemnification/No Liability:** Adopter hereby releases Promise 4 Paws from any and all liability for personal injury, property damage, legal fees, or veterinary care, or any other expense or liability incurred by Adopter as a result of this adoption. Adopter agrees to indemnify Promise 4 Paws 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 Promise 4 Paws in its defense.

_____ 12. **Breach of Agreement/Liquidated Damages:** 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. **Entire Agreement/Modification/Binding Effect:** 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 _____

City/State/Zip _____

Phone # _____

E-Mail _____

PROMISE 4 PAWS:

Signed _____

Print Name _____

Title _____

Contact # _____

www.promise4paws.org



ADOPTERS VOLUNTARY RELEASE / WAIVER OF LIABILITY

This Voluntary Release/Waiver of Liability (the "Release") is made and entered between this undersigned and Promise 4 Paws ("Charity") effective as of the below-indicated date. The undersigned desires to adopt an animal from Charity, and as an inducement to Charity to agree to the adoption, the undersigned 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 Charity, its directors, officers, agents, employees and/or volunteers for any injury or damage caused by any animal(s) adopted from Charity.
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 Charity. It is my intention by this instrument to exempt and relieve charity from ALL liability for personal injury, property damage or wrongful death caused by negligence or otherwise.
4. I hereby agree to hold Charity 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 Charity 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. If any portion of this Release is held invalid, it is agreed that the balance hereof shall continue in full legal force and effect.
7. 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 _____