



## DOG ADOPTION CONTRACT/AGREEMENT

Underdog Rescue (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:

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.

We offer a **\$50 refund** if you can show proof that your puppy has completed a **Puppy Training Class**.

We **highly recommend puppy training** because this sets your 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 decided to not keep the Dog, Adopter hereby agrees to return the Adoptee to Rescue. Importantly, Adopter agrees to give Rescue **ten working 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:**

**By Promise4Paws**

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

Signed \_\_\_\_\_

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

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

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

Title \_\_\_\_\_

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

Contact # \_\_\_\_\_

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

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

Emergency Contact/Friend or Relative that does NOT live with you:

Name and number \_\_\_\_\_