

HOMeward BOUND DOG RESCUE OF NEW YORK, LTD.

Adoption Contract

Dog Name:

ID No:

Micro Chip No:

Breed:

Color:

Age:

Gender:

Adopter(s):

/

Address:

/

E-Mail:

/

Telephone:

/

/

This Agreement is made this ___ day of _____, 20___, by and between HOMEWARD BOUND DOG RESCUE OF NEW YORK, LTD. (hereinafter referred to as "HOMEWARD BOUND") and _____ (hereinafter referred to as "Adopter").

1. Release of Liability and Hold Harmless Clause

In consideration of the receipt of the above-referenced dog, the Adopter hereby understands and agrees to forever release, discharge, indemnify and covenant to hold harmless Homeward Bound and its directors, officers, volunteers, successors and assigns from any and all claims, damages, costs, expenses, actions and causes of action arising out of any act or occurrence relating from the present time forward. Such indemnification shall expressly INCLUDE any legal costs and expenses incurred by the indemnified parties in defending themselves in any such action.

Adopter Initials _____

2. Adoption Fee

In conjunction with the adoption of this dog, Adopter has tendered an adoption fee of \$_____ to Homeward Bound, receipt of which is hereby acknowledged. This fee represents a contribution to defer Homeward Bound's expenses, both directly and indirectly attributable to the rescue of this and other dogs. If this fee is paid by check which is returned to Homeward Bound for insufficient funds or stop payment, this shall constitute an immediate breach of the terms of the contract. A 25 dollar HB charge in addition to bank charges for all returned checks will be assessed.

ALL ADOPTION FEES ARE NON -REFUNDABLE.

Adopter Initials _____

3. Medical Tests and Procedures

The above-referenced Adopter has/has not ____ (circle one and initial) received documentation of all veterinary care currently in the possession of Homeward Bound including vaccination history and certificates, rabies tags, spay/neuter certificates and de-worming. If additional information comes to Homeward Bound's attention, it shall be made available to the adopter in a manner acceptable to Homeward Bound. Adopter understands that such history may be incomplete and agrees that Homeward Bound shall have no obligation to acquire any additional documentation.

Adopter Initials _____

4. Health and Temperament

Homeward Bound makes no explicit or implicit guarantees in reference to the health and/or temperament of the dog. The dog is adopted "as is" and the Adopter assumes all responsibility for the treatment of any and all existing conditions or any physical or behavioral conditions that may arise in the future. Homeward Bound will arrange or has arranged to provide the dog with basic veterinary treatment as needed prior to adoption, which may include heartworm test and preventative, parasite treatment and appropriate inoculations (age and health permitting). While Homeward Bound makes every effort to place only healthy animals, it cannot guarantee the health of any animal and may not be held responsible for any veterinary expenses that may be incurred after the date of adoption. The parties hereby acknowledge that Homeward Bound has not made any warranties relating to the dog, either express or implied, including, without limitation, any warranties regarding health, temperament or housebreaking status. Adopter hereby declares that no representations about the temperament and/or condition of the adopted dog, and no representations regarding the nature or extent of legal liability or of financial responsibility have induced Adopter to sign this contract. Adopter agrees to take the dog to his or her veterinarian (as set forth in paragraph 6 here of) for a "well" visit within ten (10) days of adoption.

Adopter Initials _____

5. Surgical Sterilization

Adopter understands, acknowledges and agrees that the dog either has been or must be surgically sterilized (spayed or neutered) unless the dog's health, age or physical condition dictate that temporary or permanent delay of such surgical procedure is in the dog's best interest. Any decision regarding the existence or continued existence of such a condition will be made solely in the discretion of Homeward Bound after consultation with a licensed veterinarian who has seen, examined and evaluated the dog. In addition, any decision regarding whether to spay a female dog after an intentional or accidental breeding is solely at the discretion of Homeward Bound, after consultation with a licensed veterinarian who has seen, examined and evaluated the dog.

If Adopter takes possession of the dog prior to surgical sterilization, he or she agrees to have the veterinarian who performed the surgery send a statement to Homeward Bound at the address set forth in paragraph 16 hereof.

- This dog has been surgically sterilized.
- Adopter agrees to cause, and pay the cost of, sterilization by a licensed veterinarian prior to _____.
- Adopter agrees to cause, and pay the cost of, examination by a licensed veterinarian and reassessment by Homeward Bound of this dog's fitness for surgical sterilization on or before _____.
- Homeward Bound indefinitely defers its right to require surgical sterilization of this dog, except in the case of a female dog that has been accidentally or intentionally bred.

If Adopter has any reason to believe that an intact female dog who is the subject of this contract has been bred, either intentionally or accidentally, Adopter shall notify Homeward Bound of that fact immediately both by telephone and by mail pursuant to paragraph 16 hereof.

Adopter Initials _____

6. Veterinarian

Adopter represents that the dog's primary veterinarian shall be:
Veterinarian's name and/or Name of Clinic: _____

Address: _____ Telephone: _____

Adopter agrees to notify Homeward Bound in writing pursuant to paragraph 16 hereof within five (5) days in the event the dog's primary veterinarian changes for any reason.

Adopter Initials _____

7. Release of Information

Adopter understands and agrees that Homeward Bound shall have the right to contact any veterinarian who has examined and/or treated the dog for the purpose of gaining information regarding any aspect of the dog's health and care, including, but not limited to, verifying the purchase by Adopter of heartworm preventative and/or ascertaining whether or not the dog has received heartworm tests, fecal examinations, vaccinations and any other treatment required by this contract.

Adopter expressly authorized, without further notice, the release of any information regarding the treatment, training or other interaction of the dog by or with any animal control officer, law enforcement officer, veterinarian, trainer, groomer, boarding facility or other service provider.

Adopter fully and forever releases any such animal control officer, law enforcement officer, veterinarian, trainer, groomer, boarder and other service provider, their successors, heirs and assigns from any liability regarding the release of information to Homeward Bound regarding this dog and its care. Any partial, complete, or attempted revocation of this authorization and/or release of liability shall constitute an immediate breach of this contract.

Adopter agrees to respond to any oral, telephonic or written request for information from Homeward Bound within 24 hours of receipt thereof. Failure to respond in such timely fashion shall constitute an immediate breach of this contract.

Adopter Initials _____

8. Covenants of Adopter Regarding Care and Handling

Adopter certifies, warrants, covenants and agrees that:

- (a) Adopter shall cause the dog to be tested for heartworms and intestinal parasites at least once in every twelve (12) month period or as recommended by the dog's primary veterinarian. Heartworm and other parasite prevention shall be administered consistent with regional practice and as recommended by the dog's primary veterinarian.
- (b) Adopter agrees to provide the dog with adequate, nutritious food, clean water and shelter at all times.
- (c) Adopter agrees to provide rabies vaccinations as required by the law of the state in which the dog is domiciled unless a waiver is applied for and approved by such state.
- (d) Adopter agrees to provide a DA2PP booster vaccination as recommended by a licensed veterinarian who has seen and examined the dog. In the alternative, Adopter may prove distemper and parvovirus titer ratio of 1:100 in lieu of vaccination.
- (e) Adopter agrees to refrain from physical and /or emotional abuse of the dog or any other animal either owned by or under the control of Adopter at any time, and shall not otherwise treat the dog in an inhumane manner or allow third parties to do so.
- (f) Adopter agrees that the dog shall not wear a shock collar, electric collar, pinch collar, choke collar or other similar article except for the purpose of training, under the supervision of an experienced trainer, when the adopter or trainer is present. Under no circumstances shall the dog wear any such collar when the owner or trainer is not present.
- (g) Adopter agrees that the dog will, at all times (including when the dog is indoors), wear an appropriate collar with its Homeward Bound identification tag AND an identification tag with the owner's telephone number(s) affixed.
- (h) Adopter has been advised that this dog has a microchip implanted. Adopter agrees to register this microchip as directed by Homeward Bound within ten (10) days of adoption.
- (i) Adopter agrees to license the dog within five (5) days following adoption if required by his or her municipality and to remain in compliance with any and all state and local regulations regarding the keeping of dogs.
- (j) Adopter agrees that the dog will not be tethered or chained unless the owner or an adult representative is present.
- (k) Adopter warrants that the dog will live only inside the main living quarters of Adopter's residence with Adopter as a companion, not as a working or guard dog. The dog shall not be kept in a kennel environment (whether indoor or outdoor) except when hospitalized or when brief, temporary boarding is necessary due to the illness or absence of Adopter. In the event the dog is confined to a room in Adopter's home, such room must be climate controlled.
- (l) Adopter agrees to diligently protect the dog from exposure to harmful objects, poisons, or other living creatures that may

- endanger the dog's life or health.
- (m) If the dog is outdoors, Adopter agrees to make shelter available at all times from sun, wind, precipitation, cold, and extreme heat. At no time shall the dog be maintained in an area where its health is endangered by weather conditions.
- (n) Adopter agrees that the dog will be crated for no longer than nine (9) continuous hours and for no more than sixteen (16) hours in any twenty-four (24) hour period. Such crate must be maintained in a climate controlled area of Adopter's home. It must be large enough for the dog to stand at its full height without touching the ceiling of the crate and the dog must be able to turn around easily and lie down fully extended on its side.
- (o) Adopter agrees that dog shall not be left unattended (by a responsible adult) with children under the age of six years.
- (p) Adopter agrees that the dog shall not be subjected to cosmetic surgery of any kind.
- (q) Adopter agrees that the dog shall not ride in the back of a pickup truck, whether kenneled, tied or caged, unless the back of such pickup truck is enclosed with a cap or camper.
- (r) Adopter is advised and understands that, during warmer months, the temperature in a car or other vehicle can reach fatal levels within minutes. Adopter agrees that the dog shall not remain, unattended, in a vehicle at any time.
- (s) Adopter agrees to keep the dog leashed, tethered (with adopter present) or confined in an adequate fence whenever the dog is outside. For purposes of this Agreement, adequate fencing is any fence which encloses a suitable area for exercise of at least 100 square feet in size. In order to be considered "adequate", such fence must also be in good repair, and must prevent the dog from leaving the fenced area (without the assistance of the Adopter or representative) by jumping, digging, climbing or any other method. Such fence must also prevent other large animals from getting into the area. If it becomes apparent that the dog can escape the fenced area, Adopter agrees that such dog can no longer be left unattended in such yard until steps are taken to prevent the dog from running at large. Unless indicated herein, "invisible" or other underground or electronic fencing is NOT adequate fencing pursuant to this agreement. Invisible fencing OK _____ (void unless initialed by Homeward Bound rep.)
- (t) Adopter agrees to relocate to an environment that does not conform to the terms of this contract without first notifying Homeward Bound and offering an opportunity to conduct a home visit at Adopter's new home.
- (u) Adopter agrees that Homeward Bound shall have the right to enter Adopter's premises at any time, with or without notice, to inspect the dog's condition and environment at any point in the lifetime of the dog. In the event such an inspection reveals conditions that are unacceptable to the Homeward Bound representative or inconsistent with the standards set forth herein, Homeward Bound shall have the right to remove the dog immediately and without legal action.

Adopter Initials _____

9. Change of Adopter's Address

Adopter agrees to notify Homeward Bound in writing no less than ten (10) days prior to a change of address or a change of environment that will significantly affect the dog and to permit a home visit by a representative of Homeward Bound if requested.

Adopter Initials _____

10. Complaints and/or Animal Control Actions

Adopter shall notify Homeward Bound immediately by telephone and in writing within five (5) days after they receive notice of any complaint made to animal control concerning the dog or concerning any other animal either owned by Adopter or under the control of Adopter.

Adopter Initials _____

11. Death of Adopter

Adopters are encouraged to make provisions in their will relating to the dog. Such placement, however, shall be subject to all of the provisions of all contracts and/or agreements between Adopter and Homeward Bound. Adopter agrees to instruct his or her personal representative to contact Homeward Bound in writing and by telephone at the address and telephone number set forth in paragraph 16 hereof upon the Adopter's death or imminent death. While Homeward Bound will make every attempt to assist in carrying out the Adopter's wishes as expressed in his or her Will, it will not consent to the dog remaining in a home that does not meet its needs or comply with the standards set forth herein. In the event provisions have not been made or cannot be accomplished, Adopter expressly authorized and requires his or her personal representative to return the dog to Homeward Bound immediately. Adopter agrees that he or she (or his or her estate) shall be solely responsible for any costs associated with returning the dog to Homeward Bound.

Adopter Initials _____

12. Disposition of Dog

Adopter further agrees to desist from giving, adopting, loaning, fostering, selling, trading, swapping, abandoning, surrendering or otherwise disposing of or destroying the dog in any manner whatsoever or to any entity whatsoever, unless the dog suffers a catastrophic injury or illness AND euthanasia is recommended by the dog's treating veterinarian. If the dog becomes seriously injured or dies, Adopter agrees to notify Homeward Bound in writing within five (5) days.

If the dog becomes lost, the adopter agrees to notify Homeward Bound by telephone (at the telephone number set forth in paragraph 16 hereof) immediately if possible, but in no event more than 24 hours after the dog was last seen.

Adopter Initials _____

13. Forfeiture

Violation by Adopter of any provision hereof (whether or not expressly identified herein as a provision whose violation will constitute an immediate breach) shall constitute breach of this Agreement and shall, at the sole discretion of Homeward Bound, cause immediate forfeiture by the Adopter of any and all of the Adopter's interests and/or the interests of the Adopter's successors, heirs, or assigns in and to the dog. Adopter agrees that, in the event of such a breach, Adopter shall transport the dog to the representative authorized by Homeward Bound to receive the dog and/or consents to the immediate entry by a Homeward Bound representative onto any premises where the dog may be found to effectuate recovery of the dog. The Adopter agrees to return the dog to Homeward Bound on demand.

In the event Homeward Bound has possession of the dog, it shall not be required to commence any legal proceedings to recover legal rights and may, in its sole discretion, euthanize, retain or re-home the dog immediately.

Adopter understands and agrees that there will be no refund of any donation or adoption fee paid to Homeward Bound in connection with the adoption of the dog in the event of the return or recovery of a forfeited dog. Failure by Homeward Bound to assert any rights under this provision shall NOT constitute a waiver by Homeward Bound of such rights.

Adopter Initials _____

14. Liquidated Damages

Adopter acknowledges that Homeward Bound has invested substantial monies, both specifically allocable to this dog and otherwise, and agrees that a requirement for a specific accounting for the costs incurred for the purposes of rescuing, fostering, rehabilitating and, if necessary, recovering the dog would be onerous. Adopter therefore agrees that, if the Adopter fails to return the dog to Homeward Bound on demand, Adopter shall pay either the actual costs incurred by Homeward Bound or liquidated damages in the amount of five hundred and 00/100 (\$500.00) dollars, whichever is greater. Said liquidated damages shall be paid to Homeward Bound whether or not Homeward Bound is able to recover the dog through other channels.

Adopter further agrees to reimburse Homeward Bound for necessary costs and attorneys fees expended to recover the dog, as well as the aforesaid liquidated damages, if the dog is disposed of in any manner by Adopter or is not returned to Homeward Bound by Adopter upon demand pursuant to paragraph 13 of this contract.

Adopter Initials _____

15. Costs and Expenses

Adopter agrees that any and all costs, expenses and/or attorneys fees incurred by Homeward Bound to enforce or defend its rights under this agreement and/or to recover the dog from Adopter because of Adopter's failure to comply with any term of this Agreement shall be paid by Adopter. Adopter agrees that Homeward Bound is not responsible for any such costs of expenses of Adopter.

Adopter Initials _____

16. Notification

Any written notification by Adopter to Homeward Bound Dog Rescue, Ltd., shall be made to P.O. Box 5782, Albany, New York 12205. Any telephonic notification by Adopter required by this contract shall be made by calling (518) 424-1738 and leaving a detailed message regarding the reason for the call. Written or oral notifications shall include the dog's name as reflected on this contract, the dog's Homeward Bound tag number, and Adopter's name and address. If the Adopter does not receive a response to the telephonic notification from a Homeward Bound representative within three (3) calendar days, Adopter shall make a written notification in the manner set forth in this paragraph.

Adopter Initials _____

17. Obedience Training Agreement

This dog is/is not (circle one and initial) subject to this provision. _____ Adopter agrees to enroll the dog in and diligently attend with the dog an obedience class within six (6) weeks of the date of this contract. Adopter agrees to participate in the classes with the dog. Satisfaction of this clause requires completion of the obedience course by Adopter and the dog. Homeward Bound may request a certificate reflecting the dog's satisfactory completion of the course and shall be provided within ten (10) days of request thereof to Homeward Bound at the address set forth in paragraph 16 hereof. Puppies shall not attend obedience class until at least two (2) DA2PP vaccinations have been administered.

Adopter Initials _____

Whereas the parties have hereunto set their names this ____ day of _____, 20__.

Homeward Bound Dog Rescue of New York, Ltd.

By: _____

Adopter: _____

Adopter: _____