

HOMEWARD BOUND DOG RESCUE OF NEW YORK, LTD.
Adoption Contract

Dog Name: _____ ID Tag No.: _____ Microchip No.: _____
Breed(s): _____ Color: _____ Age: _____ Gender: _____
Adopter Name (s): _____ / _____
Address: _____ Email: _____
Phone(s): _____ / _____ / _____

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, and each of them, hereby understands, promises, 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, loss of services, actions and causes of action arising out of any act or occurrence relating to the above-referenced dog from the present time forward.

Adopter initial _____

2. Adoption Fee

In conjunction with the adoption of this dog, I have tendered an adoption fee of \$ _____ to HOMEWARD BOUND, receipt of which is hereby acknowledged. This donation represents a contribution to defer HOMEWARD BOUND's expenses both directly and indirectly attributable to the rescue of this and other dogs.

All adoption fees are non-refundable.

Adopter initial _____

3. Medical Tests and Procedures

The above-referenced Adopter **has / has not** _____ (circle one and initial) received all medical history paperwork HOMEWARD BOUND is in possession of, including any vaccinations, Rabies certificate, and proof of spay or neuter, as preformed. In the event any other information is required, the Adopter or his/her veterinarian may contact HOMEWARD BOUND directly. If for any reason HOMEWARD BOUND does not have the medical history paperwork, or complete history, at the time of adoption, HOMEWARD BOUND will make every effort to provide the history in a timely manner but the Adopter assumes full responsibility in acquiring the medical paperwork with the understanding that HOMEWARD BOUND is operated solely by volunteers. The medical paperwork may be acquired via fax, mail, or at future adoption clinics.

Adopter initial _____

Mail / Fax (circle one) to: _____ Address / Fax number: _____

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 treatments of any and all existing conditions or any other conditions of physical or temperament changes that may occur. HOMEWARD BOUND will provide the dog with basic vaccines, treatments, and tests as needed before adoption, which may include Heartworm test and preventative, parasite treatment and preventative, and appropriate vaccines 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 medical 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 whether the animal is housebroken.

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 the Adopter to sign this contract.

Adopter initial _____

5. Surgical Sterilization

The 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 and/or emotional 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 will be solely at the discretion of HOMEWARD BOUND, after consultation with a licensed veterinarian who has seen, examined, and evaluated the dog.

If the Adopter takes possession of the dog prior to surgical sterilization, the Adopter agrees to cause the mailing of a statement by the veterinarian who performed the surgery to be made to HOMEWARD BOUND, P.O. Box 5782, Albany, New York 12205.

HOMEWARD BOUND representative check one of the four options below and initial:

This dog has been surgically sterilized

Adopter agrees to cause, and pay the cost of, sterilization by a licensed veterinarian prior to (date) _____.

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 about (date) _____.

HOMEWARD BOUND defers indefinitely its right to require surgical sterilization of this dog, except in the case of a female dog that has been accidentally or intentionally bred, in which case notification of HOMEWARD BOUND is required in the manner described in the paragraph below.

If the Adopter has any reason to believe that an intact female dog has been accidentally or intentionally bred, Adopter agrees to notify HOMEWARD BOUND of that fact immediately in writing, by first class mail, to HOMEWARD BOUND, P.O. Box 5782, Albany, New York 12205.

Adopter initial _____

6. Veterinarian

Adopter represents that the dog's primary veterinarian shall be:

Name and/or Name of Clinic: _____

Address: _____

Telephone: _____

Adopter agrees to notify HOMEWARD BOUND in writing at HOMEWARD BOUND, P.O. Box 5782, Albany, New York 12205 in the event the dog's primary veterinarian changes.

Adopter initial _____

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/or any other treatment as required by this contract.

Adopter explicitly authorizes, 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, boarder, or any other service provider.

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

Adopter initial _____

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. Heartworm preventative will be given under veterinary supervision and according to regional veterinary practices.
- (b) Adopter agrees to provide the dog adequate, nutritious food, clean water, and shelter at all times.
- (c) Adopter agrees to provide rabies vaccinations as required by law of the state in which the dog is domiciled.
- (d) The Adopter agrees to provide a DA2PP booster vaccination as recommended by a licensed veterinarian who has seen and examined the dog, or proof of distemper and parvovirus titer ratio of 1:100 in lieu of revaccination.
- (e) Adopter agrees to refrain from physical and/or emotional abuse of the dog at any time, and shall not otherwise treat the dog in an inhumane manner or allow third parties to do so.
- (f) Adopter insures that the dog will not wear a shock collar, electric collar, or any similar article at any time except under the supervision of a trainer and as part of a specific training program.
- (g) Adopter insures that the dog will not wear a choke collar or pinch collar, except for the purpose of training. Said choke collar will not be worn by the dog unless the dog is on lead, supervised by or under the owner/handler's control.
- (h) Adopter insures that the dog will wear an appropriate collar to which the HOMEWARD BOUND identification tag shall be affixed at all times.
- (i) Adopter insures that the dog will not be tethered or chained unless the owner or a representative is present.
- (j) Adopter warrants that the dog will live only inside the main living quarters of Adopter's residence with Adopter, as a family member and companion, and not as a working or guard dog. The dog shall not be kept in a kennel environment except (a) when hospitalization is necessary or (b) when brief, temporary boarding is necessary due to the illness or absence of the Adopter. The dog may be confined in a room in the Adopter's home. In all cases, the area of confinement must be climate controlled.

- (k) The 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.
- (l) If the dog is outdoors for any reason, Adopter agrees to make shelter available at all times from sun, wind, precipitation, cold, and extreme heat. Further, at no time shall the dog be maintained in an area where its health is endangered by weather conditions.
- (m) Adopter insures that the dog will be crated for no longer than nine (9) continuous hours and for no more than 16 hours in any twenty-four (24) hour period of time. The crate shall be maintained in a climate controlled area. It shall be large enough for the dog to stand at its full height without touching the ceiling of the crate, and have space to easily turn around and to lie down fully extended on its side.
- (n) Adopter insures that the dog shall not be left unattended by an adult with children under the age of six (6) years at any time.
- (o) Adopter insures that under no circumstances whatsoever will the dog be subjected to cosmetic surgery of any kind (a dog's tail shall not be docked nor shall its ears be cropped).
- (p) Adopter agrees that the dog will not ride in the back of a pickup truck under any circumstances, whether or not in a cage or kennel or tied unless the back of the pickup truck is enclosed with a cap or camper or other enclosure.
- (q) Adopter is advised and understands that during warmer months, temperatures can escalate to a fatal level in a vehicle within five minutes. Adopter agrees that the dog shall not remain in any vehicle unattended for any length of time when the outside temperature creates an unsafe condition for the dog.
- (r) FENCING: The Adopter agrees that the term "adequate fence" means a fence which fully encloses an area suitable for exercise at least 100 square feet in size, and in good repair, that prevents the dog within from leaving the fenced area by jumping, digging, tunneling, exiting through insecure gates, or in any other manner which does not require the consent and assistance of the Adopter or his authorized representative; and prevents any other animal (other than animals that fly or travel through treetops) from entering the fenced area; and unauthorized persons of any age from easily gaining entry. Unless prior approval is granted by the HOMEWARD BOUND board of directors, the term "adequate fence" specifically excludes a split rail, electric, or invisible fence. The determination of whether a home is adequately fenced will be made by a HOMEWARD BOUND representative, and not by the Adopter. If at any time it becomes clear that the fence will not serve the purposes set forth above, the Adopter agrees not to leave the dog unattended in the yard at any time.
- (s) Adopter agrees not to relocate into an environment that does not conform to the terms of this contract. Adopter agrees to notify HOMEWARD BOUND in writing and telephonically as soon as Adopter knows that such a relocation will occur.
- (t) 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 time during the entire lifespan 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.

Adopter initial _____

9. Change of Adopter's Address

The Adopter agrees to notify HOMEWARD BOUND no less than ten (10) business days prior to change of address, of a change in address of the Adopter and/or a change of environment that will affect the dog. Adopter agrees to permit a home visit at the new address of residence by a HOMEWARD BOUND representative if a change of address occurs.

Adopter initial _____

10. Complaints and/or Animal Control Actions

Adopter agrees to notify HOMEWARD BOUND in writing within five (5) business days after they receive notice of any complaint made to animal control concerning the dog.

Adopter initial _____

11. Death of Adopter

Adopters are encouraged to make provisions in their will relating to their dog. Such placements, however, shall be subject to all of the provisions of all contracts and/or agreements between the Adopter and HOMEWARD BOUND. Adopter agrees to instruct this representative to contact HOMEWARD BOUND by writing to HOMEWARD BOUND, P.O. Box 5782, Albany, New York 12205 upon the death or anticipated imminent death of the last surviving Adopter so that HOMEWARD BOUND may conduct a home visit with the recipient of the dog to ensure of its proper placement. If the successor home does not meet the criteria for an initial placement of the dog, then ownership of the dog shall revert to HOMEWARD BOUND under the terms of this contract and the Adopter's representative shall be authorized to turn the dog over to a HOMEWARD BOUND representative. Adopter agrees that Adopter's estate shall be responsible for all costs incurred in returning said dog to HOMEWARD BOUND if necessary.

Adopter initial _____

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 AND euthanasia is recommended by the dog's treating veterinarian. If the dog becomes lost, seriously injured, and/or permanently disfigured, or for any reason the dog dies, HOMEWARD BOUND must be notified in writing within five (5) business days.

Adopter initial _____

13. Forfeiture

Any breach by Adopter of this contract shall, at the sole discretion of HOMEWARD BOUND, constitute immediate forfeiture by the Adopter of any and all of the Adopter's interest, and/or the interest of Adopter's successors, heirs, or assigns, in or to the dog. Adopter agrees to transport the

dog to the representative authorized by HOMEWARD BOUND to receive the dog and/or consents to 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 upon demand.

Adopter understands and agrees that there will be no refund of any donation made to HOMEWARD BOUND in the event of the return to or recovery by HOMEWARD BOUND of a forfeited dog. Failure by HOMEWARD BOUND to assert its rights under this provision shall not constitute a waiver by HOMEWARD BOUND of said rights.

Please note any check returned to HOMEWARD BOUND for insufficient funds is considered to be a breach of contract and will be turned over to a Recovery Representative for collection.

Adopter initial _____

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 of a specific accounting for the costs incurred for the purpose of rescuing, fostering, and 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 upon demand, Adopter shall pay to HOMEWARD BOUND liquidated damages in the amount of five hundred dollars (\$500.00). 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 initial _____

15. Costs and Expenses

Adopter agrees that any and all costs, expenses and/or attorneys fees incurred by HOMEWARD BOUND to enforce 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 or expenses of Adopter.

Adopter initial _____

16. Notification

Any written notification by Adopter required by this contract shall be made by United States mail; postage prepaid, to Homeward Bound Dog Rescue, Ltd., 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 an explicit message regarding the reason for the call. Written or oral notifications shall include the dogs name as reflected on this contract, as amended, the dog's current HOMEWARD BOUND tag number, and the Adopters name and address. If the Adopter does not receive a response to a telephonic notification from a HOMEWARD BOUND representative within three (3) calendar days, the Adopter shall make a written notification in the manner set forth in this paragraph.

Adopter initial _____

17. Obedience Training Agreement

This dog (HOMEWARD BOUND representative **check one and initial**) is is is not subject to this provision. _____

The Adopter agrees to enroll the dog in and diligently attend with the dog an obedience class within six (6) months of the date of this contract. The Adopter agrees to participate in the classes with the dog. Satisfaction of this clause requires completion of the obedience course by the Adopter and the dog. A certificate reflecting the dog's satisfactory completion of the course shall be provided to HOMEWARD BOUND, P.O. Box 5782, Albany, New York 12205 within ten (10) business days after completion of the course. The dog's residence and domicile shall be the Adopters home at all times. Puppies shall not attend obedience class until all required DA2PP vaccinations have been administered.

Adopter initial _____

18. Confidentiality

This is a confidential agreement between the Adopter and HOMEWARD BOUND.

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

HOMEWARD BOUND DOG RESCUE OF NEW YORK, LTD.

By HOMEWARD BOUND representative: _____

Adopter: _____

Adopter: _____