

Foothill Dog Rescue of the Sierras

Adoption Agreement

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND RESPONSIBILITIES

INFORMATION ABOUT THE ADOPTER(S)

Name(s) of Adopter(s): _____ CDL# _____

INFORMATION ABOUT THE ADOPTED DOG

Name of Dog: _____ Rescue ID: _____ Microchip Type: _____

Breed: _____ Color/Markings: _____

Estimated D.O.B.: _____ Male Female Altered

To effect the adoption of the above-described dog (hereinafter "dog"), Foothill Dog Rescue of the Sierras, Inc. (hereinafter "FDR") and the above-named individual(s) (hereinafter "adopter(s)") freely and voluntarily enter into this agreement. In consideration for receiving custody of the dog, I/we the undersigned adopter(s), voluntarily and expressly agree to the following conditions:

1. I/We warrant that I/we never have been adjudicated responsible for any act of cruelty to an animal in any criminal, civil, or administrative action.
2. I/We acknowledge that, although FDR has made every effort to provide a pet which is compatible with the home environment of the adopter(s), FDR does not warrant the temperament or behavior of the dog. Due to the unpredictable nature of animals, certain risks and dangers exist when caring for an animal, including risks of injury to persons and property. With full knowledge of such risks, I/we assume full legal responsibility for all risks and obligations associated with ownership of the dog, and hold harmless FDR and its directors, officers, employees, agents, and volunteers for any loss of, damage to, or injury to persons, animals, or property arising from or relating to adoption of the dog and its living with the adopter(s) hereafter. _____ (*initial*)
3. I/We understand and accept that the dog has been altered by spaying or neutering or will be no later than **4 months** of age. _____ (*initial*) (Adoption cannot be finalized until spay/neuter is completed)
4. I/We will maintain custody of the dog and not give it away, sell it, or abandon it. If, for any reason, the dog cannot remain in my/our care, I/we will return it to a representative of FDR.
5. I/We will provide the dog with a safe, clean environment in which to live, and under no circumstances will allow the dog to be off lead except when inside my/our home or other building or inside a securely fenced yard or other securely fenced area. I/we certify that the premises of the residence at which the dog will reside is fenced, and if I/we move to another residence, the premises of that residence will be fenced prior to the dog entering the premises.
6. I/We at all times will care for the dog humanely and not abuse it in any manner. I/we will not subject the dog to any cruel method of training or restraint, including by use of a shock collar. I/we will not train or use the dog as an attack animal or for guarding property. I/we will not use the dog for fighting or any other illegal activity. I/we will not allow the dog to be the subject of, or subjected to any biological, chemical, psychological, or other experimentation.
7. I/We will ensure that the dog at all times wears a collar and an identification tag.

8. I/We will comply with all federal, state, and local laws related to keeping the dog, including licensing and leash laws.
9. I/We at no time will allow the dog to ride in the open bed of a pickup truck.
10. I/We agree that the dog shall be presumed to be in healthy condition, that FDR has made no guarantees regarding the health of the dog, and that FDR will not be responsible for any condition of the dog for which clinical symptoms are not apparent at the time of adoption. I/we also agree that FDR will have no responsibility for medical or costs I/we incur hereafter. _____ (initial)

11. I/We will provide the dog with all the care and attention necessary to ensure its health and well-being. This includes providing the dog with sufficient premium-brand dog food, water, exercise, medical care, and grooming to keep it healthy and thriving. Sufficient medical care includes, but is not limited to heartworm prevention, flea and tick prevention, vaccinations, and worming. Sufficient grooming includes nail cutting when needed.
12. I/We agree to pay the requested donation of \$250 /(\$300 for puppies under 4 months old) (1/2 down and the balance upon finalization payable to Foothill Dog Rescue) I/we understand that the donation is nonrefundable after the 3 week trial. _____ (initial)

13. I/We agree that FDR or any authorized agent of FDR may examine the condition and circumstances of the dog at any time, without notice. If said examination or other information received by FDR demonstrates to the satisfaction of FDR that I/we have failed to adhere to any representation or condition of this agreement, FDR or any authorized agent acting on behalf of FDR may reclaim the dog and place it for adoption without compensation to me/us. Entry of any premises under my/our control solely for the purpose of examining the dog or reclaiming it shall not constitute trespassing. I understand that until the adoption is finalized the ownership of the dog remains with Foothill Dog Rescue. _____

14. In the event of a dispute arising from the terms and conditions of this Adoption Agreement, and in the event FDR prevails in any legal proceedings initiated as a result of said dispute, I/we agree to reimburse FDR for its reasonable attorney's fees and expenses incurred as a result of the dispute. _____ (initial)

I/We agree to all conditions set forth herein. I/We hereby voluntarily release FDR from any and all liability in connection with the agreement.

Signature of Adopter

Date

Signature of Co-Adopter

Date

Signature of FDR Representative

Date