

OREBA & RESCUE NETWORK

This agreement is made this _____ day of _____ in the year 20____, by and between the OREBA Rescue Network hereinafter referred to as "rescuer," and _____ hereinafter referred to as the "adopter." The adopter hereby understands, promises, and agrees that in receipt of this dog to forever release, discharge and covenant to hold harmless rescuer and by other person, firm, or organization charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors, and assigns from any and all claims, damages, and costs, expenses, loss of services, actions and causes of action belonging to the said adopter, arising out of any act or occurrence from the present time and particularity on account of the adoption of:

Name: _____

Number: _____

Sex: _____

Color: _____

DOB/Approx.Age: _____

Breed: _____

hereinafter referred to as "this dog" or the "dog."

The adopter hereby declares that no representations about the nature of the adopted dog, nor any representations regarding the nature and extent of legal liability or of financial responsibility have induced the adopter to sign this contract.

In consideration of a donation in the amount of \$ _____, the adopter acknowledges the provisions as defined:

1. **Fee** The donation is not a fee or sale price, but it is a reimbursement to the rescuer for any and all medical expenses, or any other expenses incurred by the dog or rescuer to consider the dog for adoption. This donation is non-refundable, as we think dog ownership is a big responsibility and should be thought through thoroughly prior to completing this contract.

2. **Spay/Neuter Agreement** This is a contract of MANDATORY Spay/Neuter as defined herein.

2.1 **Spay Agreement** This spay agreement is an agreement that the female dog will not produce a litter of puppies either as purposely bred or by accidental breeding. The rescuer's female dog adopted as a puppy will be spayed prior to adoption. If the dog's health does not allow this agreement to be honored, permanent ownership by the adopter is contingent upon a veterinary statement. This statement will be by the veterinarian that has seen this dog, examined this dog and has evaluated this dog as not yet in emotional and/or physical condition for spay. Based on this situation, rescuer, not the adopter, and the veterinarian will extend the length of time to be spayed immediately after the dog's condition has improved. The adopter agrees to spay the dog within 6 months of the adoption date. A verification of sterilization signed by the veterinarian is to

be mailed to rescuer within fourteen (14) days of the of the spay. It is the responsibility of the adopter, not the veterinarian, to be sure that rescuer has received this statement. If this agreement is not honored the adopter will acknowledge and agree that the contract has been violated and the adopter will transport the dog back to rescuer with no refund.

2.2 Neuter Agreement The rescued male dog shall be neutered prior to the adoption. Proof of sterilization by the veterinarian must be provided to rescuer and given to the adopter. If the health of the dog delays the neuter, the veterinarian that has seen this dog, examined this dog, and evaluated this dog must provide a statement to inform as to why the neutering cannot be done and when it can. Rescuer will then re-identify the guidelines based on the dog's condition. It is the responsibility of the adopter, not the veterinarian, to be sure that rescuer has received this statement. If this agreement is not honored the adopter will acknowledge and agree that the contract has been violated and the adopter will transport the dog back to rescuer with no refund.

3. Collars and Tags The dog will not wear a pinch (cleat) collar or any similar article around the neck for the purpose of any basic training, any basic correcting, or for permanent use of identification. The pinch (cleat) collar is only to be used to correct a behavior problem which is an isolated incident and only under the guidance of a professional dog trainer, then not to be used for any other reason. The dog shall at all times be required to wear a nylon belt buckle collar with the rabies tag, identification tag (displaying the home address and the county license). The chain collar (often referenced as a choke chain or referred to as training chain) will only be used to walk the dog on a leash. A leash is required when the dog is taken out in a public area which enforces a leash law, any area which requires total control over the dog at all times, and any area which requires the dog to be leashed at all times when walked in a residential area.

4. Transfer of Ownership The dog shall not be sold, given to, or adopted to anyone else, nor shall there be any transfer of ownership to any firm, corporation, or organization of other homeless animals, such as another rescue facility, or research facility. The dog adopted from rescuer must be returned to rescuer if for any reason the adopter can no longer keep it. Violation of this agreement will result in court costs and attorney fees payable by the adopter if necessary for to rescuer to redeem the dog.

5. Training The adopter promises that under no circumstances will the dog be trained to develop a dual personality, as defined: no protection, attack, schutzhund, or guard dog training is permitted. The dog will not be encouraged to show any aggressive or agitated behavior. The dog will be a family member only and only participate in good citizen, basic obedience, search and rescue, therapy dog training, or service dog training. The dog will not be maintained as property or for the purpose of being a deterrent due to size, appearance, or display and encouragement of territorial behavior.

6. Environment The dog shall reside indoors, in the adopter's home, and live as a family member and companion only. The dog will not be kept outdoors during the adopter's working hours, or at any other time left alone outdoors while the adopter is not at home. The dog may be confined to a room such as a bedroom or basement or any other room of adequate size and protected from the elements of weather. The adopter is not to expose the dog to harmful objects, poisons, or other living creatures that may endanger the dog's life. The dog may be crated for no longer than eight (8) hours in a twenty four (24) hour period of time. The crate must be large enough for the dog to stand up in, and turn around in as well as having the proper floor of the crate for the dog to lie comfortably on its side. An outside shelter such as a dog house is not acceptable as residence but can be used only when needed in extreme heat, cold, or rain when the dog is let out into the yard for short periods of time and only when the adopter is at home.

7. Health Program The rescuer's dog adopted as a puppy shall begin heartworm preventative at four (4) months of age when receiving the rabies shot as required by law. The dog shall remain on heartworm preventative indefinitely throughout the entire lifespan of the dog. Rescuer reserves the right to verify with the adopter's veterinarian that the heartworm preventative has been purchased and that the dog has a yearly blood test for this purpose. The dog shall also have yearly booster shots of DHLPP and bordetella. The adult dog when adopted will be seen by a veterinarian within five(5) days of the adoption date to start the heartworm preventative program and to get a fecal test done to be sure the dog is free of parasites. Rescuer reserves the right to check with the veterinarian at anytime to verify that all the basic health requirements are being done. Renewal of rabies vaccine is required by law and therefore by the terms of this contract

8. Important Notice Temperament Rescuer 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 treatment of any and all existing conditions or any other conditions of physical or temperament changes that may occur. Rescuer will provide the dog with the basic vaccines and heartworm test before adoption if the age and current health of the dog permits. While the rescuer makes every effort to place only healthy animals, the rescuer cannot guarantee the health of any animal and shall not be held responsible for any medical expenses which may be incurred, hereby expressly excluding any implied or express warranties of merchantability or fitness for any particular purpose, including, without limitation, any warranties regarding health, temperament or whether the animal is housebroken.

9. Remedy For Non-compliance It is agreed that rescuer shall retain superior title in said animal limited to and for the express purpose of assuring the animal's well-being and only exercise its superior claim in the event it appears to rescue that the proper and humane care as specified in the above adoption provisions is not being afforded said animal, in which case the animal may be taken through a claim and delivery proceeding. The adopter further agrees that if there is any breach or default of the terms of this contract, and the dog must be redeemed through a claim and delivery service, that the adopter will be held liable for all court costs and fees for the adopter's attorney and for rescuer's attorney. This has been read to the adopter and explained to the adopter. The adopter has read this, understands and agrees to this and is signing this contract.

10. Cosmetic Surgery Unless directed by a licensed veterinarian for reasons related to the health and welfare of the dog, cosmetic surgery will not be performed under any circumstances, including but not limited to tail docking or ear cropping.

11. Transportation The dog will not ride in the back of a pickup truck under any circumstances including those such as in a cage/kennel, or tied. The dog shall not remain in any vehicle in extreme heat, with windows down, or unattended for any amount of time.

12. Adequate Fencing The adopter agrees that the definition of an adequate fence is a fence that encloses a yard or a large pen, larger than the outdoor kennels. An adequate fence is one that prevents the dog within to go out of the area by jumping, digging, or exiting through gates not properly secured. The fence will prevent any other animal from entering the property the dog lives on and will be secure enough to prevent intruders or small children from easily gaining entry. The adequate fence does not include a split rail, electric, or invisible fence. A shock or electric collar is not acceptable. A kennel environment is not acceptable for housing, safety, or the emotional well being of the dog. If the dog should be able to jump over, or dig under the fence it is no longer an adequate fence and must be repaired by raising it to six(6) feet or sealing any and all weak spots immediately. This decision on whether a home is adequately fenced will be made by rescuer, not

by the adopter. While the fence is not serving the purpose the adopter shall not leave the dog unattended in the yard at any time.

13. Rescuer's Reservation Of Rights Rescuer reserves the right to follow up on this adoption to inspect the animal and where the animal is kept for the sole purpose of determining compliance with the terms of the within contract by making a personal visit to the premises of the adopter at anytime during the entire life span of the dog. If the terms and conditions of this contract are not upheld by the adopter and/or any misrepresentations have been made to by the adopter, rescuer reserves the right to terminate this contract and the adopters will agree to allow a representative of rescuer to reclaim the dog without notice or refund. The adopter further agrees to pay liquidated damages in the amount of fifty dollars per day for every day that the adopter fails to comply with the agreement terms or willingly surrender the dog at time the incident has become knowledge to rescuer. Rescuer's reservation of rights also includes not adopting a dog into an area or environment that may endanger the life of the dog, which includes relocating with the dog after the adoption agreement. If the dog becomes lost, seriously injured, and/or permanently disfigured, or for any reason the dog dies the rescuer must be notified immediately. It is further understood that if the adopters cannot or will not keep the dog for any reason, it will be immediately returned for foster care into the home of _____.

14. Adopter's Acknowledgment of Terms I hereby acknowledge receipt of the above described animal and therefore agree to the following terms:

1. The dog is not to reside anywhere without a fenced yard.
2. The dog will not be chained to a doghouse or chained outside to any type of object or outbuilding.
3. The dog is not to live in a garage, doghouse, or any type of outbuilding.
4. Shelter from weather must be provided for the dog at any time that the dog is outside if the weather is extreme heat, extreme cold, or any other weather conditions that may endanger the health of the dog.
5. The dog is not to remain solely in a crate while indoors, only while the adopter is not at home, if at all, and not for more than eight (8) hours a day.
6. While the adopter is at home, the dog is not to remain solely in one room, not to be confined to either the crate or a room, and must have free roam of the house as a family member.
7. The dog is not to be left with small children at anytime when unattended by an adult.
8. The adopter must provide rescuer with the name of the veterinarian the dog is going to and notify rescuer if there is a change.
9. The dog must remain on heartworm preventative all year round.
10. The dog shall not be trained, encouraged, nor misrepresented for the purpose of protection, aggression, or any aggravated display of behavior.
11. The dog is to have adequate food, water and shelter at all times.
12. The adopter shall refrain from physical abuse of the animal and from otherwise treating the animal in an inhumane manner.

15. Change of Address and Notification The adopter agree to notify no more than ten (10) days prior to change of address, change of environment that will affect the dog, or any incident involving animal control and/or complaints arising from said ownership of the dog.

16. Costs of Enforcement Should it become necessary for to take action to recover an adopted dog or otherwise enforce the provisions of the adoption contract agreement, the undersigned

adopter(s) will be responsible for all court costs and all attorney fees representing either the adopter or rescuer.

17. **Confidentiality** This is a confidential agreement between the adopter and the rescuer.

18. **Right of Ownership** The dog adopted from rescue is "sole property" of rescue and has been surrendered as such by private owners or animal facilities that have signed a statement agreeing that the above mentioned dog is not owned property of any other person, firm or organization. Rescuer shall not be held liable, charged, or chargeable for any misrepresentations unknown to this rescuer.

Signed This ____ Day Of _____, 20__

Adopters Name(s): _____

Adopter _____

Adopter's Address: _____

City: _____

State: _____

Zip Code: _____

Home Phone: _____

Work Phone: _____

Driver's License _____

Issuing State: _____

Date Of Birth: _____

Rescuer's Name(s): _____

Rescue Address: _____

City: _____

State: _____

Zip Code: _____

Home Phone: _____

Zip Code: _____

Optional Extended Provision Of Contract

19. **Obedience Training Agreement** The adopter agrees and promises to enroll said dog in an obedience class within two (2) weeks of this ____ day of _____, 20___. The adopter further agrees to go to classes with the dog and start the training on the day the class begins. The adopter agrees and understands that the terms of this training requires completing the entire course. A copy of certificate of completion must be given to rescuer within ten (10) days after completing the course. Private lessons or sending the dog away for training is not acceptable. The adopter further understands that permanent ownership is contingent upon honoring this agreement. If the adopter does not comply with this agreement the dog must be surrendered back to the rescuer immediately. Signature of adopter: Date signed: Puppies that have not received all DLHPP vaccinations are not required to attend obedience class nor is it advised. DHLPP Vaccinations are given 3 weeks apart until the full series has been completed. At this time, the above extended provision is required: Signature of Rescuer: