

# Save Our Herders Outreach, Inc. Adoption Contract

Adopter's Name:		Dog's Name:	
Street Address:		Breed:	
City:		Sex:	
State:		Altered:	
Zip Code:		Age:	
Email Address		Microchip Company:	
Phone Number		Microchip#	
Spay/Neuter Contract Attached? YES / NO			

## ADOPTER AGREEMENT

The following terms and conditions constitute a legal contract for the adoption of the dog referred to as \_\_\_\_\_ (hereinafter referred to as "dog" regardless of age or sex) between Save Our Herders Outreach, Inc. (hereinafter referred to as Adopting Agent) and \_\_\_\_\_ (hereinafter referred to as Adopter). These terms and conditions are entered into and agreed upon by both Adopting Agent and the Adopter and they acknowledge the legal worth of this contract.

To the best of Adopting Agent's knowledge, this dog has no defects that would make it unsuitable as a family pet. ***Adopter agrees to all of the following terms of this contract and understands that non-compliance with the terms of this agreement gives Adopting Agent or their representatives the right to reclaim this dog without refund of adoption fee.***

### PLEASE INITIAL IF IN AGREEMENT:

\_\_\_\_\_ 1. To contribute an adoption donation in the amount of \$\_\_\_\_\_.

\_\_\_\_\_ 2. Within 24 hours, place identification on the dog with tags and collar. Identification includes the following: Contact name and phone number, at a minimum. Identification must be readable at all times.

\_\_\_\_\_ 3. To provide shelter, fresh water, proper food and adequate companionship at all times.

\_\_\_\_\_4. To provide annual veterinary examinations, monthly heartworm preventative, yearly vaccinations, rabies according to my state's regulations, monthly flea prevention medication and dental care as determined by Adopter's veterinarian.

\_\_\_\_\_5. To understand that Save Our Herders Outreach, Inc. cannot make any guarantees, either expressed or implied, concerning the health, habits, temperament, background or age of the dog I am adopting from them. I understand that all dogs are heartworm negative when adopted out, but that it is suggested that I re-test for heartworms six months after adoption. I understand and acknowledge negative tests are not always a guarantee that the dog is heartworm free.

\_\_\_\_\_6. To follow positive training methods. Use of prong collars, choke collars or shock collars for any reason is **expressly denied**.

\_\_\_\_\_7. To notify Adopting Agents listed within 4 hours if this dog is lost or stolen and to make every effort to locate the dog. Notify Mel Hardwick at (804) 517-5390 and send email to [saveourherdersoutreach@gmail.com](mailto:saveourherdersoutreach@gmail.com).

\_\_\_\_\_8. If **for any reason** Adopter is unable to keep this dog, Adopter must notify Mel Hardwick at (804) 517-5390 and email [saveourherdersoutreach@gmail.com](mailto:saveourherdersoutreach@gmail.com) to work with Save Our Herders Outreach, Inc. in finding an appropriate home for this dog without refund of adoption fee. Appropriate home is to be determined by and at the sole discretion of Save Our Herders Outreach, Inc.. Transfer of ownership of this dog is strictly prohibited without prior written authorization of Save Our Herders Outreach, Inc.

\_\_\_\_\_9. To notify the Adopting Agent if Adopter moves, and give the new email address, physical address and phone number. Notify Mel Hardwick at (804) 517-5390 and send email to [saveourherdersoutreach@gmail.com](mailto:saveourherdersoutreach@gmail.com).

\_\_\_\_\_10. To notify Adopting Agent within thirteen days of this date with an update of the above dog's progress. We love photos and follow-ups, and appreciate any you would like to share.

\_\_\_\_\_11. Spay Neuter Contract Amendment Attached.

\_\_\_\_\_12. That should I decide not to keep this dog within the agreed upon adoption trial period and return him or her to the Adopting Agent, I agree to forfeit \$50 of my adoption donation to the rescue for their administrative costs in the processing of my application. There is no refund of the adoption donation if the dog is returned after the two week trial period.

\_\_\_\_\_13. That I understand and agree that, as of the date of this agreement, Save Our Herders Outreach, Inc. has no further financial or legal liability as relates in any way to this animal, including but not limited to any damage to person(s) or property, or medical or other expenses.

\_\_\_\_\_14. The facts stated in my submitted Adoption Application are true. I agree to adopt the dog described above, now known as \_\_\_\_\_.

#### **ENFORCEMENT OF CONTRACT**

***This Contract is binding and enforceable by Civil Law. Any breach of this contract in part or whole requires that the adopter voluntarily relinquish said dog and any papers that pertain to said dog to the Adopting Agent's designated representative within five calendar days of notification at the Adopter's expense without entitlement of any refund or damages of any kind.***

***ANY and ALL suits for the breach of or enforcement of this contract concerning said dog and/or Adopting Agent must be filed in Chesterfield, Virginia. All such causes of action filed in Chesterfield, Virginia shall be submitted for binding arbitration upon written request of either party. The parties shall have 10 calendar days from the date the written notice is sent to the opposing party at the opposing party's last known address to agree on an arbitrator. If the parties are unable to agree on an arbitrator, Save Our Herders Outreach, Inc. shall select the arbitrator. If a party fails to appear for the noticed arbitration, that party shall be considered in default and all relief requested by other party shall be granted in full.***

#### **RELEASE OF LIABILITY AND INDEMNIFICATION**

Adopter promises and agrees to be solely responsible for this animal and to indemnify and hold harmless Adopting Agent from any and all claims of liability for the conduct of this dog on or after the date of this adoption and agreement of contract. The undersigned Adopter has been advised of these facts and agrees to all conditions of this contract.

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Signature (Adopter)

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Date

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Signature (Adopting Agent)

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Date