



### Adoption Contract

Dog's ID# \_\_\_\_\_ Dog's Name \_\_\_\_\_

Approx Age \_\_\_\_\_ Gender \_\_\_\_\_ Neutered? \_\_\_\_ yes \_\_\_\_ no

Description \_\_\_\_\_

Adopter agrees to the following:

1. Neutering. If dog is adopted with a spay/neuter contract, adopter will pay a \$200 deposit, refundable upon providing proof of spay/neuter surgery. Dog must be spayed/neutered by \_\_\_\_\_ (date). Adopter must send Protege Canine Rescue a copy of the spay/neuter verification signed by the veterinarian who performed the surgery. If this verification is not received by the above date, Protege Canine Rescue reserves the right to terminate this agreement and the adopter must return the dog. Said dog may NOT be used for breeding purposes.
2. Return. Protege Canine Rescue retains the right to recover the adopted dog from adopter if:
  - a) the adoption is not satisfactory to the adopter;
  - b) In Protege Canine Rescue's sole judgment, recover would be in the best interest of the adopted dog;
  - c) the adopter fails to comply with the provisions of this contract;
  - d) the adopter at any time misrepresents to Protege Canine Rescue matters which are material to the welfare of the adopted dog;
  - e) the adopted dog is found, in Protege Canine Rescue's sole judgment, to be unsuitable for this placement; or
  - f) Protege Canine Rescue is legally obliged to recover the adopted dog from this placement.
3. Refund. If return takes place prior to 30 calendar days from adoption and the dog is in as good or better mental and physical condition as on the date of adoption, there will be a conditional, prorated refund of the adoption fee subject to the discretion of Protege Canine Rescue. There will be no refund after 3 calendar days.
4. Transfer of ownership. The adopted dog may not be transferred to any other person, firm, corporation, or organization without written permission from Protege Canine Rescue.
5. Training. Under no circumstances will the adopted dog be protection- or attack-trained, agitated in any manner, or used as a guard dog for any agency, firm, corporation, or organization. **Adopted dog must not be maintained outside as a yard dog.** The primary and **only** function of a rescue dog is that of a house pet.
6. Health maintenance. The adopted dog will be placed on an inoculation program established by the veterinarian of the adopter. The adopter will provide food, water, shelter, protection, and any medical care needed.
7. Identification. Adopter must place identification (personal ID tags) on adopted dog, which will remain on the dog at all times. If the dog is microchipped, that information will be provided to the adopter.
8. Adoption fee. Adopter will pay Protege Canine Rescue an adoption fee in the amount of \$250 when this agreement is executed.  **Check if this dog is a Hopeful Hearts Program dog (adoption fee \$175).**
9. Information about the adopted dog. As a courtesy to the adopter, Protege Canine Rescue has furnished adopter with limited information about the adopted dog prior to its entering rescue. Protege Canine Rescue has no reason to believe this information is false; however, Protege Canine Rescue cannot and does not represent that such information is accurate. Adopter may not and is not relying upon the accuracy of information supplied by Protege Canine Rescue in entering into this agreement. Instead, adopter has fully and freely examined the adopted dog and has based the decision to adopt upon adopter's own evaluation of the adopted dog's character and condition.
10. Release. In consideration of Protege Canine Rescue's transfer of the adopted dog to adopter, adopter hereby releases and forever discharges Protege Canine Rescue from any actions, suits, liabilities, claims, demands, damages, or causes of any kind or nature whatsoever, whether presently existing or arising in the future, whether known or unknown, which arise out of or are based upon any fact, matter, claim, or thing involving this adoption or the adopted dog. Protege Canine Rescue denies all liability for the matters released; this release is entered solely to eliminate controversy regarding the adoption and adopted dog.

11. Disclaimer of Uniform Commercial Code warranties. The adopted dog is furnished to adopter as is, with all faults and without any representation, guarantee, or warranty concerning its performance or condition. Any warranties of merchantability or fitness for a particular purpose are disclaimed by Protege Canine Rescue and waived by adopter.
12. Limitation of remedies and damages. Adopter's sole and exclusive remedy for any claim related to this agreement or adopted dog shall be to seek recovery of actual damages measured by the "benefit of bargain" rule. Any such action must be commenced within 90 calendar days after accrual of the cause of action, and failure to do so constitutes a final waiver of the cause of action. In any event, Protege Canine Rescue's total liability to adopter under any legal theory for matters relating to this agreement or the adopted dog is limited to the amount of adopter's payments to Protege Canine Rescue related to this adoption.
13. Consequential and similar damages. Protege Canine Rescue will not be liable to adopter for indirect, incidental, or consequential damages related to this agreement or to the adopted dog. This is so whether such damages are foreseeable or unforeseeable, and even if Protege Canine Rescue is advised of the possibility of such damages. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to adopter.
14. Liability to third parties. At adopter's own expense, adopter will hold Protege Canine Rescue harmless from and defend it against all claims, actions, losses or liabilities, for injury to businesses, to persons (including death), or to property, related to this agreement or to the adopted dog. This is so even if such arise in whole or in part from Protege Canine Rescue's negligence.
15. Arbitration. Any controversy or claim arising out of or relating to this agreement or to the adopted dog shall be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The invalidity, unenforceability, or waiver of any part of this agreement shall not vitiate this agreement to arbitrate. The arbitrator, and not a court of law, shall have the exclusive power to construe this contract and arbitration provision so as to determine the existence and scope of the arbitrator's jurisdiction. Judgment upon the award rendered by the arbitrator may be entered by any Court having jurisdiction. The prevailing party in a dispute under this paragraph shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which that party may be entitled.
16. Modification and waiver. This agreement may be modified only by a written document signed by Protege Canine Rescue and adopter. All waivers of provisions of this agreement must be in writing and signed by the party making the waiver.
17. This is the entire agreement and contains the entire understanding of the parties with respect to the adopted dog. It supersedes all other written and oral agreements between the parties with respect to this subject.

Adopter's Full Name: \_\_\_\_\_

Adopter's Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Adopter's Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

\_\_\_\_\_  
Protege Canine Rescue Representative

\_\_\_\_\_  
Adopter's Signature