

DOG MOUNTAIN



RESCUE

The undersigned Adopter/s understand and agree that DOG MOUNTAIN RESCUE (DMR) is not responsible for the accuracy of information received about the temperament, habits, physical or mental condition of any particular dog. The Adopter/s understands that it is the responsibility of the Adopter/s to examine and evaluate _____ (dog's name), Dog Mountain Rescue # _____ before agreeing to adopt any dog and before signing this agreement.

In consideration of the sum of Five Hundred Dollars (\$500.00) for Dobermans, non-Doberman pure breeds, or non-Doberman mixed breeds, the receipt of which is hereby acknowledged, the undersigned Adopter/s forever release, discharge and covenant to hold harmless Dog Mountain Rescue, its representative and any of its volunteers, or any other person, firm, corporation or organization charged or chargeable with the responsibility or liability, their heirs, administrators, executors, successors and assigns, from any and all claims, damages, costs, expenses, loss of service, actions and causes of action belonging to said Adopter/s arising out of any act, omission, or occurrence at any time, and particularly on account of the adoption of _____, hereafter referred to as "the dog".

The Adopter/s agrees to indemnify Dog Mountain Rescue and its volunteers from any and all liens, losses, claims, charges, liabilities and/or damages arising from the adoption and/or actions of the dog.

To procure the said sum, the Adopter/s hereby declares; that no representation about the nature of said dog, nor any representations regarding the nature and extent of legal liability or financial responsibility have induced the Adopter/s to make this release and indemnity agreement; that in determining the amount of the said sum, there has been taken into consideration age, health, veterinarian services and care of the dog, up to the present time.

Prior to adoption and before leaving DMR's care, all dogs are neutered or spayed and given a microchip. Dogs older than ten or eleven months are tested for heartworm. Dogs are also evaluated for suitability as pets. Minor miscellaneous health conditions are evaluated on a case-by-case basis.

THE UNDERSIGNED hereby further agrees to abide by the "Terms of Adoption", listed below:

Use of Dog: The Adopter/s understand and agree that the dog is to be used ONLY as a family pet. Adopter/s further understand and agree that the dog is *not* to be protection or attack trained, or agitated in any manner, or allowed to be used as a guard dog for any agency, firm corporation, or organization. The dog cannot be left outside at night and under no circumstances can the dog be tied-up by any rope or chain (overhead runs, designed for exercise are the only exception). Initial _____.

Return: If, for any reason, the adoption is not satisfactory to the Adopter/s or if the Adopter/s fails to comply with all the terms and conditions of the Agreement, the dog must be returned to Dog Mountain Rescue. If the return takes place prior to fourteen (14) days from the date of adoption and the dog is in good or better mental or physical condition as on the date of adoption, subject to the judgment of Dog Mountain Rescue, a full refund of payment will be given. There will be absolutely no refund after fourteen (14) days from the date of adoption. Initial _____.

Transfer of Ownership and Loss: The dog may not be transferred or sold to any other person, firm, corporation, or organization for any reason whatever. If the dog is lost or stolen, the Adopter/s will notify Dog Mountain Rescue within 12 hours of the loss or theft. Initial: _____.

Health Program: The dog will be placed on an inoculation program established by the Adopter's veterinarian, in order to protect the health of the dog. The dog will, under no circumstances, be transported

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in the bed of an open-bed pickup truck. Animal rabies vaccine must be obtained within thirty (30) days of this contract unless already obtained and proof must be supplied to the Adopter/s by Dog Mountain Rescue. Initial: _____.

Neutering: *The dog cannot be used for breeding.* If the dog is not already neutered or spayed when this contract is signed, the dog must be neutered or spayed no later than the date of _____. If the dog is too young, or medically unable to be spayed or neutered by this date then the dog must be spayed or neutered at the *earliest possible time* as determined by a veterinarian. Adopter/s must provide proof of spaying or neutering to Dog Mountain Rescue within 10 working days from the time of the surgery. Such proof must be in the form of a certificate (photocopies acceptable) from a veterinarian. Adopter/s agrees to a deposit of \$_____, which will be refunded in full upon proof of neutering/spaying. If payment of deposit is waived by Dog Mountain Rescue, all other terms and conditions of this paragraph and contract remain in effect. Initial: _____.

Identification: The dog must be licensed with the appropriate agency within thirty days of this contract. Further, the dog must wear a collar with the current license tag and a name tag with the Adopter's address and telephone number any time the dog is outside the Adopter's house or fenced yard. Initial: _____.

Reservation of Rights: Dog Mountain Rescue reserves the right to follow up on this adoption in order to protect the welfare of the dog. Adopter/s agrees to give Dog Mountain Rescue access to the dog and Adopter's premises with twenty-four-hour notice either verbally or in writing to check on the dog's physical, mental and living conditions. Initial: _____.

Indemnification: Dog Mountain Rescue and/or its personnel, associates, assignees, or partners, specifically including but not limited to *Dobies and Little Paws/Dobernam Pinscher Rescue* of Filmore, CA cannot be held liable for any injuries the dog may inflict on any person(s) after leaving Dog Mountain Rescue facilities. Initial: _____.

Attorneys Fees and Costs: Should it become necessary for Dog Mountain Rescue to take legal action to recover the adopted dog(s) from the Undersigned Adopter/s, or those to whom the Adopter/s have transferred or sold the dog(s), or to otherwise enforce the provisions of the Agreement, the Undersigned Adopter/s agree to pay all court costs and reasonable attorney fees, whether or not the action should be filed in a court of law. Initial: _____.

Terms: If the terms and conditions of the Agreement are not upheld by the Adopter/s during the entire life-span of the dog, Dog Mountain Rescue reserves the right to terminate the Agreement, at which time the Adopter/s must return the dog to Dog Mountain Rescue upon demand. Initial: _____.

Additional Terms and Conditions: _____

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THE UNDERSIGNED understands that the parties released admit no liability of any sort by reason of this adoption and that payment is made to terminate further controversy and any and all claims for damages that the Adopter/s have asserted or might personally or through personal representative assert in the future because of this adoption.

Signed on the _____ day of _____ 20____

In the presence of _____

(Signature of Agent for Dog Mountain Rescue)

Ann Koch,

707-459-4457

info@dogmountainrescue.org

Adopter/s Name – Signed: _____

Adopter/s Name – Printed: _____

Adopter/s Address: _____

City: _____ State: _____ Zip _____

Adopter/s Phone Number: _____

Adopter(s) E-mail: _____