

# ***BIG DOGS, BIG HEARTS RESCUE INC.***

2370 Elton Road, Bloomfield, NY 14469 – 585-690-3525

## Adoption Contract

Name of Adopter(s): \_\_\_\_\_

Address: \_\_\_\_\_

City/Town/Village: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home No.: \_\_\_\_\_ Work No.: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-mail(s): \_\_\_\_\_

Rescued Dog's Name: \_\_\_\_\_ (hereinafter referred to as "Rescued Dog")

Microchip Type and Number: \_\_\_\_\_ BDBH Tag No. \_\_\_\_\_

Breed(s): \_\_\_\_\_ Color(s): \_\_\_\_\_

Rescued Dog's, age if known: \_\_\_\_\_ Weight: \_\_\_\_\_ Gender: \_\_\_\_\_

Rescued Dog is: ( ) Neutered ( ) Spayed Date altered: \_\_\_\_\_ If No, See Medical Addendum

|                           |
|---------------------------|
| <b>TERMS OF ADOPTION:</b> |
|---------------------------|

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **BIG DOGS, BIG HEARTS RESCUE INC.** (hereinafter referred to as "BDBH") and \_\_\_\_\_ (hereinafter referred to as "ADOPTER").

### **1. Release of Liability and Hold Harmless Clause**

In consideration of the receipt of the above-referenced RESCUED DOG, the ADOPTER, and each of them, hereby understands, promises, and agrees to forever release, discharge, indemnify and covenant to hold harmless BDBH, and its directors, officers, volunteers, agents, successors and assigns from any and all claims, damages, costs, expenses, loss of services, actions and causes of action arising out of any act or occurrence relating to the above-referenced RESCUED DOG from the present time forward.

**ADOPTER initials** \_\_\_\_\_

### **2. Adoption Donation**

In conjunction with the adoption of the RESCUED DOG, I have tendered an adoption donation of \$ \_\_\_\_\_ to BDBH, receipt of which is hereby acknowledged. This donation represents a contribution to defer BDBH's expenses both directly and indirectly attributable to the rescue of the RESCUED DOG and other BDBH dogs.

*All adoption donations are non-refundable.*

**ADOPTER initials** \_\_\_\_\_

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### **3. Health and Temperament**

BDBH makes no explicit or implicit guarantees in reference to the health and/or temperament of the RESCUED DOG. The RESCUED DOG is adopted “as is” and the ADOPTER assumes all responsibility for treatments of any and all existing conditions or any other conditions of physical or temperament changes that may occur as of the adoption date. ADOPTER hereby agrees to take the Rescued Dog to his/her/their own veterinarian within seven (7) days of the date of this Contract for a familiarity exam.

If the RESCUED DOG has a medical condition(s) known to BDBH, it is set forth in the attached addendum, which is annexed hereto and made a part hereof. By signing this Contract, the ADOPTER acknowledges that he/she/they understand(s) the extent of the medical condition(s).

**See Attached Addendum for Details    Yes or    No    BDBH Representative Initials \_\_\_\_\_**

BDBH has provided all vaccinations and veterinary care necessary for the RESCUED DOG (including, but not limited to, DAPP (or similar vaccine, as recommended by the attending veterinarian), rabies and bordetella vaccines, heartworm test and heartworm preventative, and flea and tick preventative) and provided basic treatments, and tests as needed before adoption, which may have included Heartworm treatment, parasite test and treatment, and other appropriate vaccines, age and health permitting.

While BDBH makes every effort to place only healthy animals, it cannot guarantee the health of any animal and may not be held responsible for any medical expenses that may be incurred after the date of adoption. The parties hereby acknowledge that BDBH has not made any warranties relating to the RESCUED DOG, either express or implied, including, without limitation, any warranties regarding health, temperament or whether the animal is housebroken.

ADOPTER hereby declares that no representations about the temperament and/or condition of the RESCUED DOG, and no representations regarding the nature or extent of legal liability or of financial responsibility, have induced the ADOPTER to sign this Contract.

**ADOPTER initials \_\_\_\_\_**

### **4. Surgical Sterilization**

The ADOPTER understands, acknowledges, and agrees that the RESCUED DOG has been surgically sterilized (spayed or neutered), unless the RESCUED DOG’s health, age or physical condition dictated that temporary or permanent delay of such surgical procedure is in the RESCUED DOG’s best interest. Any decision regarding the existence or continued existence of such a condition will be made solely in the discretion of BDBH, after consultation with a licensed veterinarian who has seen, examined and evaluated the RESCUED DOG.

If the ADOPTER takes possession of the RESCUED DOG prior to surgical sterilization, for medical reasons as outlined above, and it is thereafter determined by a licensed veterinarian who has seen, examined and evaluated the RESCUED DOG, that the RESCUED DOG can now safely be surgically sterilized, the ADOPTER agrees to cause same to be done, pay the expenses for same and to cause the mailing of a statement by the veterinarian who performed the surgery to be made to BDBH, 2370 Elton Road, Bloomfield, NY 14469 within fifteen (15) days of the written determination by said licensed veterinarian.

A BDBH representative check one of the two options below and initial:

RESCUED DOG has been surgically sterilized

BDBH Rep. Initial \_\_\_\_\_

**OR**

For medical reasons, the RESCUED DOG cannot be sterilized prior to adoption. The ADOPTER agrees that under no circumstances will the RESCUED DOG be used for breeding, including accidental breeding. ADOPTER agrees to take any and all precautions to keep the RESCUED DOG from having or siring a litter.

BDBH Rep. Initial \_\_\_\_\_

**ADOPTER initials** \_\_\_\_\_

**5. Veterinarian**

ADOPTER represents that the RESCUED DOG's primary veterinarian shall be:

Name and/or Name of Clinic: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

ADOPTER agrees to notify BDBH in writing at BDBH, 2370 Elton Road, Bloomfield, NY 14469 in the event the RESCUED DOG's primary veterinarian changes.

**ADOPTER initials** \_\_\_\_\_

**6. Release of Information**

ADOPTER understands and agrees that BDBH shall have the right to contact ANY veterinarian who has examined and/or treated the RESCUED DOG for the purpose of gaining information regarding any aspect of the RESCUED DOG's health and care, including but not limited to, verifying the purchase by ADOPTER of heartworm preventative and/or ascertaining whether or not the RESCUED DOG has received heartworm tests, fecal examinations, vaccinations and/or any other treatment as required by this Contract.

ADOPTER explicitly authorizes, without further notice, the release of any information regarding the treatment, training, or other interaction of the RESCUED DOG by or with any animal control officer, law enforcement officer, veterinarian, trainer, groomer, boarder, or any other service provider.

ADOPTER fully and forever releases any such animal control officer, law enforcement officer, veterinarian, trainer, groomer, boarder and/or any other service provider, their successor, heirs, and assigns, for any liability regarding the release of information to BDBH regarding this RESCUED DOG and/or its care. Any partial, complete, or attempted revocation of this authorization and/or release of liability shall constitute an immediate breach of this Contract.

**ADOPTER initials** \_\_\_\_\_

**7. Covenants of ADOPTER Regarding Care and Handling**

ADOPTER certifies, warrants, covenants, and agrees that:

- (a) ADOPTER will have the RESCUED DOG tested for heartworms and intestinal parasites at least once in every twelve (12) month period. Heartworm preventative will be given under veterinary supervision and according to regional veterinary practices.
- (b) ADOPTER will provide the RESCUED DOG adequate, nutritious food, clean water, and shelter at all times.
- (c) ADOPTER will provide rabies vaccinations and obtain and retain all necessary licenses as required by law of the state in which the RESCUED DOG is domiciled and to comply with all local ordinances regarding dog ownership.
- (d) ADOPTER will provide a DAPP or DHLPP booster vaccination as recommended by a licensed veterinarian who has seen and examined the RESCUED DOG, or proof from licensed veterinarian of an acceptable distemper and parvovirus titer ratio in lieu of re-vaccination.
- (e) ADOPTER will never physically and/or emotionally abuse the RESCUED DOG and shall not otherwise treat the RESCUED DOG in an inhumane manner or permit other parties to do so.

- (f) ADOPTER ensures that the RESCUED DOG will not wear a shock collar, electric collar, or any similar article at any time, except under the supervision of a qualified trainer/handler and as part of a specific training program.
- (g) ADOPTER ensures that the RESCUED DOG will not wear a choke collar and will only wear a prong collar, for the purpose of training. Said prong collar will not be worn by the RESCUED DOG unless the RESCUED DOG is on lead, supervised by or under the Adopter/handler's control.
- (h) ADOPTER ensures that the RESCUED DOG will wear an appropriate collar to which the BDBH identification tag shall be affixed at all times.
- (i) ADOPTER ensures that the RESCUED DOG will not be tethered or chained unless the Adopter or a representative is present.
- (j) ADOPTER warrants that the RESCUED DOG will live only inside the main living quarters of ADOPTER's residence with ADOPTER, as a family member and companion, and not as a guard dog. The RESCUED DOG shall not be kept in a kennel environment except (a) when hospitalization is necessary or (b) when brief, temporary boarding is necessary due to the illness or absence of the ADOPTER. The RESCUED DOG may be confined in a room in the ADOPTER's home. In all cases, the area of confinement must be climate controlled.
- (k) ADOPTER agrees to diligently protect the RESCUED DOG from exposure to harmful objects, poisons, or other living creatures that may endanger the RESCUED DOG's life or health.
- (l) ADOPTER agrees that if the RESCUED DOG is outdoors for any reason to make shelter available at all times from sun, wind, precipitation, cold, and extreme heat. Further, at no time shall the RESCUED DOG be maintained in an area where its health is endangered by weather conditions.
- (m) ADOPTER ensures that the RESCUED DOG will be crated for no longer than nine (9) continuous hours and for no more than 16 hours in any twenty-four (24) hour period of time. The crate shall be maintained in a climate controlled area. It shall be large enough for the RESCUED DOG to stand at its full height without touching the ceiling of the crate, and have space to easily turn around and to lie down fully extended on its side.
- (n) ADOPTER ensures that the RESCUED DOG shall not be left unattended by an adult with children under the age of fourteen (14) years at any time.
- (o) ADOPTER ensures that under no circumstances whatsoever will the RESCUED DOG be subjected to cosmetic surgery of any kind (a dog's tail shall not be docked, nor shall its ears be cropped).
- (p) ADOPTER agrees that the RESCUED DOG will not ride in the back of a pickup truck under any circumstances, whether or not in a cage or kennel or tied unless the back of the pickup truck is enclosed with a cap or camper or other enclosure.
- (q) ADOPTER is advised and understands that during warmer months, temperatures can escalate to a fatal level in a vehicle within five minutes. ADOPTER agrees that the RESCUED DOG shall not remain in any vehicle unattended when the outside temperature creates an unsafe condition for the RESCUED DOG.
- (r) ADOPTER agrees not to relocate into an environment that does not conform to the terms of this Contract. ADOPTER agrees to notify BDBH in writing and telephonically as soon as ADOPTER knows that such a re-location will occur.
- (s) ADOPTER agrees and understands that BDBH shall have the right to inspect the RESCUED DOG's condition and environment at any time during the lifespan of the RESCUED DOG. In the event such an inspection reveals conditions that are unacceptable to the BDBH representative or inconsistent with the standard set forth herein, BDBH retains the right to repossess the RESCUED DOG for such reasons. Should BDBH need to regain possession of the dog, there will be no expense to BDBH and no refund of any monies to ADOPTER. If BDBH does ask for relinquishment of the RESCUED DOG, ADOPTER agrees to do so within 24 hours at a mutually agreed upon location.

**ADOPTER initials** \_\_\_\_\_

**9. Change of ADOPTER's Address**

ADOPTER agrees to notify BDBH no less than fifteen (15) business days prior to change of address, of a change in address of the ADOPTER and/or a change of environment that will affect the RESCUED DOG. ADOPTER agrees to permit a home visit at the new address of residence by a BDBH representative, or agent, if a change of address occurs.

**ADOPTER initials** \_\_\_\_\_

**10. Complaints and/or Animal Control Actions**

ADOPTER agrees to notify BDBH in writing within five (5) business days after they receive notice of any complaint made to animal control concerning the RESCUED DOG.

**ADOPTER initials** \_\_\_\_\_

**11. Death of ADOPTER**

ADOPTER is encouraged to make provisions in his/her/their will relating to their RESCUED DOG. Such placements, however, shall be subject to all of the provisions of all Contracts and/or agreements between the ADOPTER and BDBH. ADOPTER agrees to instruct his/her/their designated representative to contact BDBH by writing to BDBH, 2370 Elton Road, Bloomfield, NY 14469 upon the death or anticipated imminent death of the last surviving ADOPTER so that BDBH may conduct a home visit with the recipient of the RESCUED DOG to ensure of its proper placement. If the successor home does not meet the criteria for an initial placement of the RESCUED DOG, then ownership of the RESCUED DOG shall revert to BDBH under the terms of this Contract and the ADOPTER’s designated representative shall be authorized to turn the RESCUED DOG over to a BDBH representative. ADOPTER agrees that ADOPTER’s estate shall be responsible for all costs incurred in returning said RESCUED DOG to BDBH, if necessary.

**ADOPTER initials** \_\_\_\_\_

**12. Disposition of RESCUED DOG**

ADOPTER further agrees to desist from giving, adopting, loaning, fostering, selling, trading, swapping, abandoning, surrendering or otherwise disposing of or destroying the RESCUED DOG in any manner whatsoever or to any entity whatsoever, unless the RESCUED DOG suffers a catastrophic injury AND euthanasia is recommended by the RESCUED DOG’s treating veterinarian. If the RESCUED DOG becomes lost, seriously injured, and/or permanently disfigured, or for any reason the RESCUED DOG dies, BDBH must be notified in writing within five (5) business days.

**ADOPTER initials** \_\_\_\_\_

**13. Forfeiture**

Any breach by ADOPTER of this Contract shall, at the sole discretion of BDBH, constitute immediate forfeiture by the ADOPTER of any and all of the ADOPTER's interest, and/or the interest of ADOPTER's successors, heirs, or assigns, in or to the RESCUED DOG. ADOPTER agrees to transport the RESCUED DOG to the representative authorized by BDBH to receive the RESCUED DOG and/or consents to immediate entry by a BDBH representative onto any premises where the RESCUED DOG may be found to effectuate recovery of the RESCUED DOG. The ADOPTER agrees to return the RESCUED DOG to BDBH upon demand.

ADOPTER understands and agrees that there will be no refund of any donation made to BDBH in the event of the return to or recovery by BDBH of the forfeited RESCUED DOG. Failure by BDBH to assert its rights under this provision shall not constitute a waiver by BDBH of said rights.

Please note any check returned to BSB for insufficient funds is considered to be a breach of Contract and will be turned over to a Recovery Representative for collection.

**ADOPTER initials** \_\_\_\_\_

**14. Liquidated Damages**

ADOPTER acknowledges that BDBH has invested substantial monies, both specifically allocable to this RESCUED DOG and otherwise, and agrees that a requirement of a specific accounting for the costs incurred for the purpose of rescuing, fostering, and rehabilitating, and if necessary, recovering, the RESCUED DOG would be onerous.

ADOPTER therefore agrees that if the ADOPTER fails to return the RESCUED DOG to BDBH upon demand, ADOPTER shall pay to BDBH liquidated damages in the amount of five hundred dollars (\$500.00). Said liquidated damages shall be paid to BDBH whether or not BDBH is able to recover the RESCUED DOG through other channels.

ADOPTER further agrees to reimburse BDBH for necessary costs and attorneys fees expended to recover the RESCUED DOG, as well as the aforesaid liquidated damages, if the RESCUED DOG is disposed of in any manner by ADOPTER, or is not returned to BDBH by ADOPTER upon demand pursuant to paragraph 13 of this Contract.

**ADOPTER initials** \_\_\_\_\_

**15. Costs and Expenses**

ADOPTER agrees that any and all costs, expenses and/or attorneys fees incurred by BDBH to enforce this Contract and/or to recover the RESCUED DOG from ADOPTER because of ADOPTER's failure to comply with any term of this Contract shall be paid by ADOPTER. ADOPTER agrees that BDBH is not responsible for any such costs or expenses of ADOPTER.

**ADOPTER initials** \_\_\_\_\_

**16. Notification**

Any written notification by ADOPTER required by this Contract shall be made by United States mail; postage prepaid, to BDBH, 2370 Elton Road, Bloomfield, NY 14469. Any telephonic notification by ADOPTER required by this Contract shall be made by calling (585) 690-3525 and leaving an explicit message regarding the reason for the call. Written or oral notifications shall include the RESCUED DOG's name as reflected on this Contract, as amended, the RESCUED DOG's current microchip and BDBH tag number, and the ADOPTER's name and address. If the ADOPTER does not receive a response to a telephonic notification from a BDBH representative within three (3) calendar days, the ADOPTER shall make a written notification in the manner set forth in this paragraph.

**ADOPTER initials** \_\_\_\_\_

**17. Obedience Training Agreement**

This RESCUED DOG (BDBH representative **check one and initial**) **is or is not** subject to this provision.

The ADOPTER agrees to enroll the RESCUED DOG in and diligently attend with the RESCUED DOG an obedience class within two (2) months of the date of this Contract. The ADOPTER agrees to participate in the classes with the RESCUED DOG. Satisfaction of this clause requires completion of the obedience course by the ADOPTER and the RESCUED DOG. A certificate reflecting the RESCUED DOG's satisfactory completion of the course shall be provided to BDBH, 2370 Elton Road, Bloomfield, NY 14469, within ten (10) business days after completion of the course. The RESCUED DOG's residence and domicile shall be the ADOPTER's home at all times. Puppies shall not attend obedience class until all required DA2PP vaccinations have been administered.

**ADOPTER initials** \_\_\_\_\_

**18. Confidentiality**

This is a confidential agreement between the ADOPTER and BDBH.

The invalidity, unenforceability, or failure by a party hereto to enforce a clause or portion of this Contract will not affect the validity or enforceability of any other provisions herein. The terms of this Contract shall be governed, along with the Adoption Application completed by ADOPTER and any attachments hereto, contains the entire understanding and Contract between/among the parties and supersedes any prior understanding and/or Contracts between /among them respecting the adoption and care of the RESCUED DOG.

**THIS IS A BINDING CONTRACT ENFORCEABLE BY LAW.**  
**IT IS UNDERSTOOD BY ADOPTER THAT THE LAWS OF THE STATE OF NEW YORK GOVERN**  
**ACTIONS UNDER THIS CONTRACT.**

Whereas the parties have hereunto set his/her/their name(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

***BIG DOGS, BIG HEARTS RESCUE INC.***

By BDBH representative: \_\_\_\_\_

ADOPTER: \_\_\_\_\_

ADOPTER: \_\_\_\_\_

**CONGRATULATIONS ON THE ADOPTION OF YOUR NEW FAMILY MEMBER!**

**MEDICAL ADDENDUM INFORMATION**

**IMMUNIZATIONS/PREVENTATIVES:**

Rabies Given: \_\_\_\_\_

DAPP or DHLPP Given: \_\_\_\_\_

Bordetella Given: \_\_\_\_\_

Rabies Due: \_\_\_\_\_

DAPP or DHLPP Due: \_\_\_\_\_

Bordetella Due: \_\_\_\_\_

Heartworm Test: \_\_\_\_\_

HW Preventative Given: \_\_\_\_\_

Advantix Given: \_\_\_\_\_

Heartworm Test Due: \_\_\_\_\_

HW Preventative Due: \_\_\_\_\_

Advantix Due: \_\_\_\_\_