

# HOMeward BOUND DOG RESCUE OF NEW YORK, LTD.

## Adoption Contract

Dog Name:		ID No:	Microchip No:	
Breed:		Color:	Age:	Gender:
Name:	Adopter #1 (First & Last Name):			
	Adopter #2 (First & Last Name):			
Address:	House No. & Street:			Apt. No.:
	City:	State:	Zip Code:	
Email:	Adopter #1:			
	Adopter #2:			
Telephone:	Home:	Work:	Cell:	

This Agreement is made on \_\_\_\_\_, 20\_\_\_\_, by and between HOMEWARD BOUND DOG RESCUE OF NEW YORK, LTD. (hereinafter referred to as "Homeward Bound") and \_\_\_\_\_ (hereinafter referred to as "Adopter").

### 1. **Intent of Adopter:**

The adopter agrees that they are adopting the above-described dog for themselves, as a companion animal, and not as a guard dog or working dog. The adopter agrees that under no circumstances will they sell, give away, or otherwise relinquish care of the dog to any other person or entity for any reason, whether for free or for some form of consideration (i.e.: money, barter, trade, etc.).

### 2. **Scope of Homeward Bound Program; Including Surrender and / or "Rehoming":**

This dog is always a part of the Homeward Bound program. The adopter therefore agrees to the following:

- a. **Identification:** The dog shall always wear a reliable and safe collar with both (1) the Homeward Bound ID tag that is currently affixed to the dog's collar and (2) the adopter's ID tag which shall include, at least, the adopter's telephone number.
- b. **Lost Dog:** If the dog becomes lost, the adopter shall immediately (and within 24 hours after the dog was last seen) notify Homeward Bound by telephone at: (518) 424-1738. Homeward Bound shall assist as reasonably able in the search efforts.
- c. **Surrender / "Rehoming":** **"Rehoming" is not permitted. If the adopter no longer wants the dog, for any reason, then they shall surrender it to Homeward Bound** pursuant to the then existing surrender requirements. The adopter shall continue to care for (or board) the dog until a foster home is available. Homeward Bound shall take all reasonable efforts to quickly secure a foster home.
- d. **Communication:** The adopter shall promptly respond to any / all of Homeward Bound's requests for information now and into the future.

### 3. Care of the Dog:

The adopter understands that Homeward Bound has invested considerable resources (financial and otherwise) to rescue this dog and help them find a loving and permanent home. The adopter agrees to the following terms for the dog's protection and the success of the adoption:

- a. General Care: The adopter shall care for the dog in a humane and responsible manner, ensure the dog has access to proper food, water and shelter, and protect the dog from all threats to its health/life. The adopter agrees that this obligation applies to third parties.
- b. Veterinary Care: **The adopter shall ensure that the dog receives proper veterinary care** which includes, at a minimum, an annual visit (i.e.: "well exam"), sick visits, and any additional care on an as needed basis in following with the veterinarian's recommendations. **The dog shall always receive regular flea/tick medicine and appropriate heartworm preventative.**
- c. No Cosmetic Surgery: The dog shall not be subjected to cosmetic surgery of any kind (i.e.: tail docking, ear cropping, etc).
- d. Living Conditions / Crating: The dog shall be an indoor dog and reside inside the adopter's home with proper heating and cooling. The dog shall not (1) be allowed to freely roam outdoors, (2) be chained or tethered unless the adopter is present, and / or (3) be kept in a kennel unless it is an indoor kennel at a temporary boarding facility necessitated by the dog's illness or the adopter's absence. The dog shall not be crated for longer than nine (9) continuous hours or for more than sixteen (16) hours in any twenty-four (24) hour period. The dog's crate must be in a climate controlled area of Adopter's home and be large enough to allow the dog to: (1) fully stand without touching the ceiling of the crate, (2) turn around easily, and (3) lie down fully extended on its side.
- e. "Training Collar": The dog shall not wear a "training collar" (i.e.: shock collar, pinch/choke collar, etc.) unless the dog is in training, under the supervision of an experienced trainer, and the adopter or trainer is present. The dog shall not be crated while wearing a "training collar."
- f. Training / Socialization / Exercise: Proper training, socialization, and exercise will help avoid many behavioral problems that may lead to the adoption failing and / or the dog being seized by animal control. The dog shall be properly socialized, properly exercised, and receive basic obedience training. The adopter shall contact Homeward Bound with any questions of training. Homeward Bound agrees to provide support as possible in the training process. **The dog shall attend formal basic obedience classes with a licensed provider as soon as possible given the dog's health and age.**
- g. Transporting: The dog shall be transported safely and shall not ride in the back of a pickup truck, whether kenneled, tied or caged, unless the back of such pickup truck is enclosed with a cap or camper. **Adopter understands that the temperature in a vehicle can reach fatal levels within minutes and therefore the dog shall not remain, unattended, in a vehicle at any time.**
- h. Fencing: The dog shall be leashed, tethered (with adopter present) or confined with an adequate fence whenever outside. An adequate fence shall fully enclose an appropriately sized space,

prevent the dog from escaping (whether by jumping, digging, etc), prevent other persons/animals from entering and be in good repair. The dog shall not be left unattended in the fenced area unless it meets these requirements. Unless indicated herein, "invisible," underground or electronic fencing is NOT adequate fencing.

- a. "Invisible" fencing OK \_\_\_\_\_ (void unless initialed by Homeward Bound rep.)
- i. Change in Housing: The adopter shall to take all reasonable steps to accommodate the dog's needs in selecting new housing. **If the dog cannot continue to reside with the adopter, for any reason, the dog must be surrendered to Homeward Bound.**
- j. Adjustment Period: The adopter shall allow the dog an "adjustment period" when transitioning the dog from foster care to their home. During this time the adopter shall take all reasonable steps to ensure the house is quiet and calm to allow for proper transition for the dog and the adopter.

**4. Medical History / Veterinary Care:**

Homeward Bound has provided the adopter with all records of veterinary care in its possession. In signing below, the adopter acknowledges receipt of these records. The adopter agrees to adopt the dog "as is" and assumes all financial responsibility for the dog's existing conditions and any physical or behavioral conditions that may arise in the future. The parties acknowledge that Homeward Bound has not made any warranties relating to the dog including, without limitation, the health, temperament or housebreaking status.

**The adopter shall take the dog to the veterinarian stated herein for a "well" visit within ten (10) days of adoption.** The adopter represents that the dog's primary veterinarian shall be:

Veterinarian/Name of Practice: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Adopter agrees that Homeward Bound shall be permitted to speak to any veterinarian who has examined and/or treated the dog for purposes of ensuring compliance with this contract. Adopter agrees to sign any paperwork necessary to implement the provisions of this paragraph.

**5. Surgical Sterilization (spaying / neutering):**

This dog has / has not (circle one) been surgically sterilized (spayed/neutered). If the dog has not been sterilized, the dog shall be sterilized as soon as appropriate for the dog's health, age, or physical condition. This decision shall be made in conjunction with the dog's licensed veterinarian (who has seen, evaluated, and examined the dog), the adopter and Homeward Bound. The adopter agrees that the veterinarian who performed the surgery shall send Homeward Bound a statement confirming sterilization to: Homeward Bound Dog Rescue, Ltd., P.O. Box 5782, Albany, New York 12205 OR info@homewardbounddogrescue.com.

If the dog is not surgically sterilized, the adopters shall (check one):

- have the procedure performed at Union Street Veterinary Hospital; or
- have the procedure performed by the above-identified veterinarian.

If performed at Union Street Veterinary Hospital, Homeward Bound will pay for the procedure in full. Otherwise, Homeward Bound shall contribute to the cost, if financially able, as follows: \$\_\_\_\_ for males and \$\_\_\_\_\_ for females. Homeward Bound shall furnish their contribution upon receipt of the certificate mentioned above.

**6. Adoption Fee:**

The adopter has paid the adoption fee of \$\_\_\_\_\_ to Homeward Bound in consideration for adopting the above-described dog. This fee is a donation and helps defer Homeward Bound's expenses directly and indirectly attributable to the rescue of this and other dogs. Any checks returned to Homeward Bound for insufficient funds or stop payment shall constitute an immediate breach of the terms of the contract. The adopter also consents to Homeward Bound imposing a \$25.00 charge in addition to bank charges for all returned checks. The adopter acknowledges that **all adoption fees are non-refundable.**

**7. Registration; Microchip and Municipality:**

The dog is implanted with a microchip (number: \_\_\_\_\_) which **the adopter shall register within ten (10) days of adoption.** Adopter shall also (1) license the dog within five (5) days following adoption if required by the municipality and (2) remain in compliance with any and all state and local regulations regarding the keeping of dogs.

**8. Indemnification and Hold Harmless:**

The adopter agrees that they shall indemnify and hold harmless Homeward Bound and its agents from any and all claims, causes of action, expenses, costs and damages which arise, directly or indirectly, out of any act or occurrence relating from the present time forward. Such indemnification shall expressly include any legal costs and expenses incurred in defending themselves in any such action.

**9. Change of Adopter's Address:**

Adopter shall to notify Homeward Bound of any change in address/phone number in writing to: Homeward Bound Dog Rescue, Ltd., P.O. Box 5782, Albany, New York 12205 OR info@homewardbounddogrescue.com. Adopter shall include the dog's Homeward Bound name and tag number.

**10. Death of Adopter:**

The adopter agrees to consider who will assume caring for the dog in the event of the adopter's death. The adopter understands that this requirement is to ensure that the dog is not placed in situations that Homeward Bound has sought to avoid (i.e.: in a shelter, risking euthanasia, and/or being homeless). The prospective care taker shall assume all obligations of the Adopter as stated in this contract and he/she shall notify Homeward Bound of the change in ownership. Homeward Bound shall make every attempt to assist in carrying out the Adopter's wishes, however, it will not consent to the placement if the potential care taker and home do not meet the dog's needs or do not comply with this contract.

**11. Breach of Agreement; Rights Upon Breach, Damages and Attorney's Fees:**

If Homeward Bound has reason to believe that the dog is in danger of not receiving appropriate care/handling, then Homeward Bound shall have the right to come to the dog's location at any time, with or without notice, to

inspect the dog's condition and environment. If the conditions are unacceptable to the Homeward Bound representative, or inconsistent with the standards set forth herein, then Homeward Bound shall have the right to immediately remove the dog without legal action.

Violation by the Adopter of any provision hereof shall constitute breach of this Agreement and all of the adopter's rights under this contract shall terminate immediately. The Adopter shall return the dog on demand and be responsible for the dog's transportation to a Homeward Bound representative. In cases of immediate urgency to the dog's health/welfare, the adopter agrees that a Homeward Bound representative may come and seize the dog. In the event Homeward Bound has possession of the dog, it shall not be required to commence any legal proceedings to recover legal rights and may, in its sole discretion, euthanize, retain or re-home the dog immediately. Failure by Homeward Bound to assert any rights under this provision shall NOT constitute a waiver by Homeward Bound of such rights.

In the event of breach of any term, the adopter shall pay (1) necessary costs and reasonable attorney's fees and (2) liquidated damages of \$500.00 or the actual costs incurred by the organization due to the breach, whichever is greater. In signing below, the Adopter acknowledges that they have read and understand each and every term and provision of this contract.

Adopter: \_\_\_\_\_

Adopter: \_\_\_\_\_

Homeward Bound Representative: \_\_\_\_\_