

A PASSION FOR PAWS



AKITA RESCUE

ADOPTION CONTRACT

This document constitutes a legally binding agreement between A Passion For Paws Rescue, Inc. (APFP) and _____, (Adopter). By initialing each section, Adopter acknowledges and understands that they have read and agree to comply with their obligations under this contract. For fair and valuable consideration, the undersigned parties agree as follows:

- 1) Adopter agrees to care for this pet for his/her entire lifetime. Should Adopter be unable to keep this pet, Adopter will not give or relinquish pet to any person, group or shelter. Adopter will not euthanize or authorize euthanasia for pet without first contacting APFP for approval. Adopter will return the animal at Adopter's own expense to APFP to be rehomed _____
- 2) If Adopter chooses to return a dog for any reason, Adopter agrees to contact APFP via electronic mail to apassionforpaws@gmail.com and provide written documentation of the reasons for wishing to return the dog. Adopter agrees to discuss the issue with a designated representative of APFP before returning the animal.

- 3) Adopter understands that returning an adopted dog will impede the ability of APFP to rescue additional animals. **In the event Adopter chooses to return a dog, Adopter agrees that any return is conditional upon a space available basis, and that Adopter will be required to keep the dog in Adopter's care and custody on a foster basis until there is kennel space available at APFP. If for any reason Adopter is unable to keep the dog in their home, Adopter agrees to keep the dog in a licensed kennel facility at Adopter's own expense or find an alternate foster home to be approved by APFP until such time that kennel space is available at APFP.** _____
- 4) Adopter agrees that if they return a dog to APFP, Adopter will not be entitled to a full refund of any adoption donation or other funds granted to APFP and that depending on the circumstances of the return, Adopter may be subject to liquidated damages to cover any expenses associated with the dog's care. _____
- 5) If Adopter returns a dog to APFP, Adopter is responsible for personally transporting or arranging transport to return the dog to APFP in Romoland, California. Adopter agrees to be responsible for any and all costs associated with returning the dog to APFP. _____
- 6) Adopter agrees to provide adequate food, water, shelter, medical and other care for the dog for his/her lifetime. Adopter understands that proper food, shelter, and veterinary care will be costly and is able to meet these requirements. Adopter agrees to be responsible for any of the dog's health problems and any veterinary care and expenses once the dog leaves the custody of APFP. _____
- 7) Adopter agrees to obtain and place on my dog, a collar and identification tag which includes my current contact information including name and up-to-date phone number within 24 hours of adoption. _____
- 8) Adopter agrees to accept transfer of microchip from APFP or contact the company issuing the microchip and have the chip transferred into Adopter's name within one week of adoption at Adopter's own expense. Adopter agrees to list APFP as an additional or emergency contact on the microchip registration. _____
- 9) Adopter understands and acknowledges that certain breeds of dogs may be subject to restrictions under the terms of homeowners' or renters' insurance policies or applicable laws and rules in Adopter's area; including but not limited to lease and rental agreements, CC&Rs or homeowner's association policies. Adopter is aware of any said restrictions and fully accepts any responsibility for compliance with these. _____

- 10) Adopter agrees to release, hold harmless, and forever discharge APFP from liability due to any failure on Adopter's behalf to comply with any laws, rules or regulations related to dog ownership, including but not limited to, leash laws, laws regarding stray animals, laws regarding licensing, laws regarding number of animals, and laws regarding dangerous dogs. _____
- 11) Adopter acknowledges and understands that previous temperament is not always an indication of future temperament. Adopter hereby releases, holds harmless, and forever discharges APFP from any and all liability should this dog cause injury or damage to any person including Adopter. _____
- 12) Adopter hereby releases, holds harmless, and forever discharges APFP from any and all liability and responsibility should this dog damage Adopter's own property or the property of others. _____
- 13) Adopter assumes all risks and liability arising from ownership of adopted dog and takes full responsibility for the care of this pet and any damage or injury that he/she may cause or illness that he/she may encounter. _____
- 14) Adopter agrees to inform APFP of all address changes and provide updated contact information including phone numbers and/or email addresses. _____
- 15) Adopter understands that in most cases a home check is mandatory prior to adoption, and agrees to a home check now or in the future. _____
- 16) Adopter agrees that any false statements or omissions of requested information on Adopter's application will result in the forfeiture of any donations, funds or other consideration provided to APFP, and may constitute grounds for confiscation and surrender of the animal to APFP. Adopter further agrees that APFP is entitled to return of the animal for any violation of the terms of the adoption application and contract. _____
- 17) Adopter agrees that any default or violation of any provision of this agreement or any breach of any term of this Agreement shall be considered a material breach of the Agreement. Adopter agrees that any breach would damage APFP in a way that could not be adequately compensated by monetary damages. Therefore, in the case of any such breach by Adopter, Adopter shall immediately forfeit ownership and possession of the dog to APFP, and APFP has the right to seek relief. _____
- 18) Adopter agrees that in the event of breach of this Adoption Contract by Adopter(s) and the inability of APFP to retake possession of the dog due to Adopter selling or giving the dog to a third party or otherwise disposing of the dog, that the actual monetary damages sustained by APFP by reason of the breach are uncertain and would be difficult to ascertain and that, in addition to indicative relief agreed upon above, the sum of \$5,000.00 would be reasonable compensation as liquidated damages for such actual monetary damages and that it would not be a penalty. _____
- 19) In the event that any dispute shall occur between the parties arising out of or resulting from the construction, interpretation, enforcement or any other aspect of this Agreement, the parties hereby agree to accept the exclusive jurisdiction of the courts of the County of Riverside, State of California. _____

Adopters and APFP have read, understand, and agree to all of the terms, provisions and acknowledgements listed above.

By:
Signatures(s) of Adopter: _____

Printed Name(s): _____

Date: _____

Signature of Authorized Agent A Passion For Paws Rescue, Inc. _____

Printed Name: _____

Date: _____