



Enliven the Spirit
Paddywack Pooches: Give a dog a home

CANINE ADOPTION AGREEMENT

Canine Name:

Breed:

Mix?:

Color:

This agreement is entered into this date by and between Paddywack Pooches ("Rescuer") and the applicant ("Adopter") for the adoption of the above identified rescue canine, ("the canine").

The Adopter understands that this Canine was previously unwanted, a stray or lost and may have been rescued from a dangerous, unhealthy and/or cruel situation. This could have long-lasting effects on the canine. You, as the adopter, agree that we are making no representations or warranties about the condition, personality, or temperament of the canine.

The Adopter hereby declares, understands, and agrees that *no representations about the nature of the adopted canine, nor any representations regarding the nature and extent of legal liability, or of financial responsibility or of health status have induced the adopter to sign this contract.*

A donation in the amount of \$_____ to aid with reimbursement of veterinary and other expenses from the adopter has been agreed upon and arranged for in the following manner: (if applicable)

The adopter hereby acknowledges the following provisions as defined:

DONATION

The donation is not a fee or sale price, but a *request* to defer or reimburse Rescuer for any and all medical expenses, or any other expenses incurred by the canine or Rescuer to consider canine for adoption.

COLLARS AND TAGS

Adopter shall license the Canine according to any local ordinances. Adopter further agrees to keep a non-choke collar or harness on the canine with (minimally): ID tag, current rabies tag and town canine license. It is understood that part of the reason that you were chosen as an adopter is because you have agreed to use only positive training practices. The use of severely aversive or deprivation procedures (e.g. shock collars, denial of food/water, extended time-out, exposure to inclement weather or living conditions for extended periods of time) **will constitute an immediate breach of contract.**

A leash is required when the canine is taken out in a public area which enforces a leash law, any area which requires total control over the canine at all times, and any area which requires the canine to be leashed at all times when walking in a residential area. .

TRANSFER OF OWNERSHIP

The canine shall not be sold, given to, or adopted to anyone else, nor shall there be any transfer of ownership to any firm, corporation, or organization of other homeless animals, such as another rescue facility, or research facility. The Adopter agrees that the Canine will remain in her/his home under her/his care except for temporary situations (e.g. vacations). The Canine adopted from Rescuer must be returned to Rescuer if for any reason the Adopter can no longer keep it. You agree to give us reasonable time to find the canine another foster home and understand that this may take a few weeks. The Adopter agrees that s/he may never surrender the Canine to any agency or organization which breeds animals or which

euthanizes surplus pets. If a donation has been made to offset the cost of the rescue and/or placement, **this donation is non-refundable.** Violation of this agreement will result in court costs and attorney fees payable by the Adopter if necessary for the Rescuer to redeem the canine. The Rescuer contact is: **Jim Neuswanger, Mary T. Inc. – Paddywack Pooches 1555 118th Lane NW, Coon Rapids, MN 55448**

BEHAVIOR AND TEMPERMENT

Rescuer makes no guarantees or statements regarding the canine's age, breed, health, or temperament. While Rescuer has made every effort to provide accurate history and assessment of the canine, Rescuer is not able to guarantee the canine's age, breed, medical status, behavior, temperament, or disposition. Adopter agrees to release Rescuer and its members or representatives of any and all possible claims arising from injury or damage caused by the canine to any person or property. **Adopter accepts this canine as is with all defects, either observable or unobservable, and assumes all risk for the canine upon signing of this contract. No canine that is a known "biter" will be placed for adoption; however, the Adopter asserts that s/he is completely aware and understands that any canine may bite when provoked, threatened, ill, frightened, or injured. It is not unusual that a canine may drink large amounts of water, eat less than usual, or have "potty accidents" the first 2-3 weeks after placement. This is transitional anxiety and usually will go away within a short time.**

It is highly recommended, especially with puppies, that the adopter engage the services of a professional trainer if behavioral issues occur. The adopter may also contact the Rescuer for referrals.

ENVIRONMENT & WELFARE OF THE ADOPTED CANINE

The Adopter agrees to provide the Canine access to the house, fresh water, a wholesome, nutritional diet, adequate outdoor exercise, appropriate veterinary care and family affection, and socialization. The Adopter agrees not to expose the Canine to harmful objects, poisons, or other living creatures that may endanger the Canine's life.

The Canine may not under any circumstances be crated or otherwise confined for more than 8 hours in a 24 hour period and if crated the crate shall be large enough for the canine to lie comfortably on its side. An outside shelter, such as a doghouse, is not acceptable as residence, but can be used only when needed in extreme heat, cold, or rain when the canine is let out into the yard for short periods of time and only when the adopter is at home. Adopter agrees to walk the Canine on a leash, or place the Canine in a protected run or other enclosed outdoor area, and never allow the Canine to roam free unsupervised. You will treat the Canine as a household pet, companion and family member, and **never** leave the Canine chained, cooped and/or otherwise confined for extended periods of time. You agree never to use the Canine for canine fighting or any other "sport" in which one animal is pitted against another, and never to beat or taunt the Canine in order to promote aggressive "guard canine" characteristics. The Adopter also agrees not to violate any ordinances or laws with the Canine.

You agree to make a serious effort to find the Canine if it becomes lost, by immediately: (a) filing lost reports with the local police, animal control authorities, animal shelters, SPCA's and local veterinarians, (b) posting lost canine signs, and (c) contacting us immediately should the canine become lost.

HEALTH PROGRAM

The Adopter shall provide the Canine with proper veterinary care as recommended by her/his veterinarian, for the rest of the Canine's life. This includes yearly vaccinations and prevention of parasites, fleas, and ticks. Adopter shall keep the Canine on a regular heartworm prevention and flea control program throughout the Canine's entire life as recommended by the Canine's veterinarian. Adopter shall take the Canine to his/her veterinarian for a routine checkup at least once every year, and to follow the veterinarian's advice. The adopter gives permission to Jim Neuswanger to verify this care by contacting and talking with the Canine's veterinarian.

You agree that you may not euthanize the Canine except in the case of the Canine's terminal illness, injury, or old age accompanied by pain and suffering. The euthanasia must be performed by a licensed veterinarian.

Because no warranties are made regarding the health of the Canine, It is highly recommended that the Adopter take the Canine for a check-up to a licensed veterinarian in the first 2 weeks of adoption.

ADDITIONAL TERMS AND CONDITIONS

1. If at any time the Canine is lost, stolen, hurt or killed, the Adopter is to notify Rescuer by email or phone immediately.
2. The Canine is not to ride loose in the bed of pickup trucks, convertibles or to be left in a car when air temperatures exceed 70 degrees or below 40 degrees. The Canine is not to be left in a running car (to avoid carbon monoxide poisoning).
3. Under no circumstances is the Canine to be kept routinely on a runner or tie out for extended periods of time.
4. Adopter will allow Rescuer to conduct home visits and phone check-ins at Rescuer's discretion after adoption in order to check on the canine's welfare.
5. In the event this contract, including all its covenants and conditions, is breached by Adopter, Rescuer has the right to rescind this contract and demand return of the canine. If Adopter fails to return the canine, Rescuer has the right to seek a Court Order for return of the canine and seek liquidated damages from the Adopter in the amount of \$750 plus any court costs or attorney's fees. Payment of damages shall not excuse Adopter from returning the canine to Rescuer.
6. This agreement shall inure to the benefit of and be binding upon Adopter and Rescuer and their successors or beneficiaries. Both parties have fully read and understood all of the agreement, which sets forth all promises, conditions, and understandings, oral or written.
7. In the event of a payment agreement, the adoption does not become final until receipt of the final payment.

In testimony whereof, Adopter and Rescuer sign on this date:

SIGNATURES:

Adopter Printed Name: _____

Adopter Signature: _____

Date: _____

Rescue Printed Name:

Mary T. Inc Paddywack Pooches
1555 118th Lane NW
Coon Rapids, MN 55448
jrcn@marytinc.com
651-363-1126

Rescue Staff Signature: _____

Date: _____