

**PHOENIX RISING BORDER COLLIE RESCUE SC**

**ADOPTION AGREEMENT**

This Adoption Agreement (the "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ (the "Adoption Date"), by and between Phoenix Rising Border Collie Rescue SC ("PRBCRSC") and the following individual(s) (hereinafter "Adopter"):

Adopter \_\_\_\_\_ Co-Adopter \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Telephone # \_\_\_\_\_

e-mail address \_\_\_\_\_

In consideration of the mutual promises and covenants below and other good and valuable consideration, the parties agree as follows:

1. Adoption: Adopter agrees to adopt and PRBCRSC is placing for adoption, the following dog (the "dog"):

Name \_\_\_\_\_ Color \_\_\_\_\_

Breed \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_

Date of Birth (if known) \_\_\_\_\_ Altered \_\_\_\_\_

Tattoo / Microchip \_\_\_\_\_

2. Adoption Fee: Adopter agrees to pay the sum of \$250.00 for the adoption of the dog. The parties agree that no AKC registration certificate is applicable in this transaction. Adopter agrees that PRBCRSC shall not reimburse Adopter for any expenses, taxes (if any), or costs incurred by Adopter for the adopted dog, even if it is returned to PRBCRSC.

3. Care of the dog: Adopter acknowledges that, as rescue Border Collies, PRBCRSC's dogs have already been through enough heartache in their lives. Adopter agrees that the dog shall not: be used for animal research or experiments, breeding, attack training, dog fighting, as food for human consumption or that of other animals or for animal sacrifices; be tied up or chained, confined exclusively outdoors, abused, neglected, given to another owner; or be abandoned to the streets. Adopter further agrees not to crop the ears, dock the tails, or de-bark the dog. Adopter understands that PRBCRSC will never intentionally place a dog that it knows will bite people in a home with children; however, Adopter understands that any dog may bite if provoked. Adopter also understands that no one can predict how a dog will react to an individual child. Therefore, Adopter will use due caution when allowing any child to be near the dog and will never allow any child to threaten, squeeze, poke, step on, or otherwise pose a perceived threat to the dog.

4. Return of the dog or Adoption Fee Refund: Adopter may return the dog to PRBCRSC within two weeks of the Adoption Date for full refund of payment noted above if the Adopter is not satisfied with any aspect of the adoption. After two weeks from the Adoption Date, no refund shall be given even if the dog is returned to PRBCRSC.

5. Restrictions on Transfer of Ownership: Adopter shall not transfer, sell, assign, give or otherwise move, directly or indirectly, as an agent for any other individual, the dog to any other person for any reason including without limitation to any agent or pet store. If the Adopter is forced to relinquish custody of the dog at any time, Adopter will return and relinquish the dog **only to PRBCRSC**.

6. Health and Welfare Program: Adopter shall care for the dog humanely, including but not limited to providing adequate food, shelter, water, **year round** heartworm preventative for the life of the dog, treatment for prevention of internal and external parasites, fleas, ticks, and routine and emergency veterinary care. Adopter shall arrange to have booster vaccinations administered at least once a year with a routine examination. Adopter shall license the dog in accordance with the laws in the jurisdiction in which s/he resides. Adopter shall exercise the dog in a fenced yard or on a leash on a regular basis, and the dog shall **NOT TO BE FREE TO ROAM THE STREETS**.

7. Reservation of Rights: PRBCRSC reserves the right to examine, make inquiry, and request updates about the dog at any time. If the terms and conditions of the Agreement are not upheld, PRBCRSC reserves the right to terminate the Agreement immediately and to reclaim the dog, in which case Adopter shall fully cooperate in the immediate return of the dog to PRBCRSC.

8. Notifications: Adopter agrees to notify PRBCRSC in writing of any address change by Adopter. The Adopter will also notify PRBCRSC of the dog's death as well as the cause of death.

9. Permissions: Adopter grants permission for PRBCRSC to discuss this dog with Adopter's veterinarian. Adopter also gives his/her current or past Veterinarian permission to release any and all medical information to PRBCRSC about this dog, or any animal that Adopter has owned, does own, or ever will own.

10. Adopter Indemnities: Adopter agrees to indemnify, defend, and hold harmless PRBCRSC and/or its representatives, for and against any and all manner of claims, actions and causes of actions, suits, debts, dues, accounts, bonds, covenants, agreements, judgments, and demands whatsoever arising out of or relating to the adoption, placement, and/or possession of the dog.

11. Disclaimer of Warranties: PRBCRSC makes no representations or warranties concerning the health, temperament and/or previous ownership of the dog. PRBCRSC **DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES FOR THE DOG, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND MERCHANTABILITY**. Adopter understands and agrees that PRBCRSC shall not be liable for any medical care or treatment of the dog.

12. Return Check Charge: Adopter shall pay a \$25.00 charge on all returned checks submitted by Adopter.

13. Revisions: Changes, additions, or any other alterations of this Agreement **MUST BE IN WRITING** and signed and agreed upon by **ALL PARTIES INVOLVED**.

14. Liquidated Damages for Failure To Honor Agreement: In addition to PRBCRSC's other available remedies, Adopter shall pay PRBCRSC \$1000 for each breach of this Agreement as liquidated damages, which Adopter agrees are reasonable and foreseeable estimates of the harms caused by Adopter. PRBCRSC also reserves the right to repossess the dog and **ADOPTER SHALL PAY ANY AND ALL LEGAL FEES AND COURT COSTS NECESSARY TO ENFORCE THIS AGREEMENT, INCLUDING ALL THOSE INCURRED BY PRBCRSC**.

15. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY: PRBCRSC SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES AND LOSS OF ANTICIPATED REVENUE, PROFITS, GOODWILL, OR OTHER ECONOMIC LOSS. **ADOPTER'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY PRBCRSC SHALL BE TO RETURN THE DOG TO PRBCRSC AT ADOPTER'S COST**.

