



**PET ADOPTION Copyright © 2018**

## **Perfectly Posh Paws Rescue**

### **OWNER AGREEMENT ADOPTION CONTRACT**

The Perfectly Posh Paws Rescue is a 501 (c) (3) non-profit corporation, and the undersigned (the “Adopter” or “you”), in consideration of the mutual covenants in this Agreement and other good and valuable consideration, intending to be legally bound by this Agreement, agree to the following:

#### **1. The Dog:**

We are placing the following described dog/puppy with you, the Adopter, for the adoption by you as a companion dog and family member:

Pre-adoption Name: \_\_\_\_\_

Dominant Breed \_\_\_\_\_

Microchip \_\_\_\_\_

Rabies Date \_\_\_\_\_

Spay/Neuter SPAYED Rabies Tag # COOK COUNTY \_\_\_\_\_

DEWORMED\_\_\_\_\_

Weight\_\_\_\_\_

Color\_\_\_\_\_

RESULTS HEARTWORM / TESTED DATE\_\_\_\_\_

Approximate Age\_\_\_\_\_

Male\_\_ Female\_\_ (Hereinafter ADOPTEE or Dog)

CACC Tracking No.\_\_\_\_\_

DHPP Date \_\_\_\_\_

Breed/Mix/Color/Markings: \_\_\_\_\_

Date of Adoption: \_\_\_\_\_

DOG FIXED \_\_\_\_\_

DOG'S DOB \_\_\_\_\_

DISTINGUISHING MARKS

\_\_\_\_\_

## 2. Adoption Donation:

To assist us in continuing our rescue work, Adopter agrees to make a non-refundable donation amount. The adopter understands that if they have to pay out of pocket for any dog training outside our rescue, it is solely their responsibility. We do not distinguish between adult dogs and puppies, or between pure breeds and mixes. \_\_\_\_\_initials

This donation will be immediately used to pay the ongoing costs of rescuing stray and shelter animals, including food, veterinary care, kenneling costs, behavior training, etc. \_\_\_\_\_initials

## 3. Spay/Neuter:

All dogs will be spay and neutered, however for any reason this Dog has not been sterilized prior to this adoption due to age or physical condition, you agree (The new adoptive family) to enter into a Sterilization Agreement with us to have the Dog spayed or neutered in accordance with the Sterilization Agreement. A copy of spay/or neuter paperwork is to be sent to the rescue as verification that the sterilization was performed by a certified veterinarian. \_\_\_\_\_initials



**4. Care of the Dog:** You agree that this Dog is being adopted as a family member and will be given extensive house privileges; i.e. sleep inside the house, be allowed freedom of the house when the family is home, and will NOT be restricted to a basement, garage or the yard at any time. \_\_\_\_initials

**Adopter Agrees to the Following:**

- ✓ To provide the Dog with fresh water, wholesome dog food, adequate outdoor exercise, affection and shelter and a warm home to sleep in. \_\_\_\_initials
- ✓ That the **Dog will not** be used as a guard animal, dog flipping or for any purpose other than as a companion and friend to you and your family. \_\_\_\_initials
- ✓ That the dog will never be left outside unintended or left outside for long periods of time or be chained or be tethered. \_\_\_\_initials
- ✓ If at any time, the rescue finds out of abuse or neglect of this animal we have the right to take the animal back into our rescue. The adopter would be in violation of the contract, if we confirm that the family is unable to properly care for this Dog or that neglect or abuse was inflicted to harm this Dog. \_\_\_\_initials
- ✓ Upon adoption that the dog is in good health and the rescue will not be responsible for any preexisting condition that was not known at the time of the adoption or verified by our veterinary hospital. No alteration to the animal's appearance is permitted (i.e. docking of tails, ears). \_\_\_\_initials
- ✓ To leash this dog for at least 2-3 weeks after adoption to ensure the safety of the dog, and for a smooth transition. This will help in removing the chance of the dog running away. Many dogs get spooked in new environments. \_\_\_\_initials

To maintain the security of the fencing in the future to further secure the Dog. Adopter understands that gardeners, pool men, contractors and utility workers are not responsible for the safety of the Dog, therefore adoptee must be kept indoors when workmen have access to the yard. \_\_\_\_initials

NOTE: Many dogs are sensitive and scared of loud noises, and you hereby agree to keep the adoptee indoors or in a safe and secure environment on holidays such as July 4th and New Years Eve. Adopter agrees to ensure the safety and protection of this Dog during holiday season where the dog may be scared due to fireworks or celebratory noise, and for this reason should be kept indoors and not left outside alone \_\_\_\_initials

**5. Veterinary Care:** The Dog will be examined by your licensed veterinarian within 10 days after adoption and will be provided with medical treatment as needed. You agree to keep all vaccinations current including but not limited to Rabies, Distemper/Parvo (DHLPP), Bordetella, AND to ensure the Dog receives preventative medication to protect against heartworm if necessary. You agree to provide the best available care to this Dog in a timely manner. \_\_\_\_initials

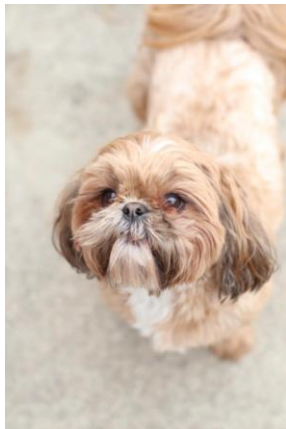
- Any veterinary problems that may arise, including serious illness requiring emergency care or surgery is your responsibility and you are responsible for all related costs. \_\_\_\_initials

**6. Obedience Training:** Adopter agrees to provide obedience training for the dog at their cost. Proof of training must be presented to Rescue within 3 months after the adoption date for dogs 4 months and older. For pups younger than 4 months old, proof of training is required within 4 months of adoption date. \_\_\_\_initials

- Note: If we agree that if the training is not complete on any dog being returned to us, Adopter will be financially responsible for the cost to complete training. \_\_\_\_initials

**7. Behavioral Issues** (i.e. biting, destruction, escapism, fearfulness, dominance) that might lead to abandonment of the animal: Adopter agrees to contact the obedience trainer to follow the recommendation in resolving any issues as an effort to maintain custody of the adopted animal. \_\_\_\_initials

**8. Safe Environment:** Where applicable, adopter will provide a secure fenced yard, with ample room for outdoor exercise. If fencing needs repair or modification in order to ensure the safety and well-being of the Dog, you agree to make any necessary repairs prior to allowing Adoptee access to the yard. \_\_\_\_initials



**9. Identification:** You agree that the Dog WILL ALWAYS be wearing an identification tag with two current telephone numbers plus Perfectly Posh Paws ID tag. \_\_\_\_initials

**10. Leash/Collar Etc:** You will walk the dog on a leash when on public streets or in parks or other unfenced areas, and will never allow the Dog to roam free unsupervised. The Dog will be walked using a slip or choke collar, pinch collar or harness, and will not be walked with the leash attached to the Dog's identification tag. Adopter understands that the identification tag is not a secure restraint. \_\_\_\_initials

- ✓ This Dog will NEVER be tied up on your property or elsewhere or left unattended, while adopter is shopping or never left in a car during cold or hot months, where the dog could be in danger of freezing/heat exhaustion or death due to improper care or where the safety is concerned. \_\_\_\_initials
- ✓ Adopter understands that restraining a dog by tying it to a fixed post or wire run is unsafe and may cause theft of the Dog, unpredictable behavior and random aggression. Adopter will not leave the dog crated and/or otherwise confined for extended periods of time (more than 5 hours). \_\_\_\_initials

**11. Transportation:** The Dog will be properly restrained, preferably using either a secured crate or seat harness when transported in any vehicle. Adoptee will never be transported in the back of an open vehicle or pick-up truck. Adoptee will not be allowed to ride with his/her head outside the window of a moving vehicle. \_\_\_\_initials

**12. Lost Dog:** You agree to make an immediate and serious effort to find the Dog if it becomes lost, by *(a) filing lost reports with the local police, animal control authorities, animal shelters, SPCAs and local veterinarians and pet stores, (b) post lost dog signs (c) place lost dog ads in your local paper/or on Facebook (d) contact us for additional support and advice (e) Post picture of the dog to Lost Dogs Page on Facebook.* \_\_\_\_initials

- Furthermore, Adopter understands that if the loss of this Dog was the result of negligence or failure to comply with the covenants of this Agreement, Perfectly Posh Paws reserves the right not to return the Dog and to place adoptee into a new home. This Adoptee will lose future rights to ever adopt a dog from our rescue again. \_\_\_\_initials
- The adopter agrees to find suitable housing (Using resources like Zillow – where pets are allowed) if the adopter has to move into an apartment \_\_\_\_initials

**13. No Right to Transfer:** If at any time in the future you cannot continue to provide proper care for the Dog, you will not abandon, give or sell the Dog to another person, company, organization, medical research, pound or animal shelter. \_\_\_\_initials

**Adopter agree's to do one or more of the following:**

- Obtain approval from Perfectly Posh Paws to transfer the ownership of the Dog to a safe and responsible friend or relative. Rescue must approve the new adopter who will be required to sign an agreement similar to this one. \_\_\_\_initials
- Agree to cover the costs to board Adoptee for an agreed-upon time, allowing Rescue to actively seek a new home and then relinquish the Dog to Rescue when a home is found. Note: Boarding costs are \$25 to \$30 per day. \_\_\_\_initials
- Return Adoptee/Dog to Perfectly Posh Paws Rescue. \_\_\_\_initials

**14. Return Policy:** If Adopter decided to not keep the Dog, Adopter hereby agrees to return the Adoptee to Rescue. Importantly, Adopter agrees to give Rescue ten working days to secure a kennel, and will provide safe and loving care of the Dog until it is returned \_\_\_\_initials

- Adopter agrees to safely transport the Dog to the determined kennel or veterinarian facility, and will return any/all paperwork and supplies provided by Rescue at that time. Note: Our boarding facility is approximately thirty minutes from Mount Prospect area: \_\_\_\_initials

**15. Euthanasia:** You agree that you may not euthanize the Dog except in the case of the Dog's terminal illness or injury, or old age accompanied by pain and suffering and in that case, the euthanasia must be performed by a licensed veterinarian. \_\_\_\_initials

**16. Change of Contact Info:** You will notify Perfectly Posh Paws of all changes of address and/or telephone within 30 days after the change. \_\_\_\_initials

**Communications should be mailed to:**

Linda Atteo  
Perfectly Posh Paws Rescue  
1746 E. Corktree Lane  
Mount Prospect, IL 60056

**17. Estate Provisions:** Adopter agrees to provide for care of the Dog in their will or estate if by no other means than specifying in writing that Adoptee is to be returned to Perfectly Posh Paws in the *event of Adopter's death*. \_\_\_\_initials

**18. Follow Up:** Adopter understands and agrees that Perfectly Posh Paws is fully entitled to make follow-up visits or phone calls to ascertain that all of the covenants and clauses of this agreement are being satisfied. Adopter is obligated to cooperate with Rescue. \_\_\_\_initials

**19. Right to Reclaim:** Adopter understands and agrees that Rescue reserves the right to reclaim adoptee if any of the above conditions are not met to the satisfaction of Rescue. Adopter further understands and agrees that any expenses incurred by Rescue in exercising its rights under this provision will be paid by Adopter in addition to any liquidated damages required by other provisions of this Agreement. \_\_\_\_initials

- No Warrantee: Rescue makes no warranty as to the temperament or physical condition of the Adoptee. The Adoptee is being adopted as is. \_\_\_\_initials

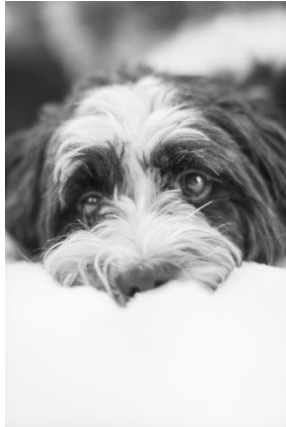
**Special Disclaimer:** All warranties with regard to Adoptee, including any implied warranty of merchantability and fitness for a particular purpose, where they are applicable, are hereby specifically disclaimed. Release & Indemnification/No Liability:

Adopter hereby releases Perfectly Posh Paws from any and all liability for personal injury, property damage, legal fees, or veterinary care, or any other expense or liability incurred by Adopter as a result of this adoption. \_\_\_\_initials

Adopter agrees to indemnify Perfectly Posh Paws from any and all such claims and to pay, without limitation, any costs related to such injury, damage, or liability, including, in the case of litigation, any attorneys fees incurred by Perfectly Posh Paws in its defense. \_\_\_\_initials

**20. Breach of Agreement/Liquidated Damages.** In the event that you do not comply with the terms of this Agreement, or the Dog is abused or neglected, we hold the right to recover the Dog from you upon demand, and the Dog will be surrendered to us immediately. \_\_\_\_initials

In addition, without waiving any of our rights under this Agreement, if you do not surrender the Dog to us, you will owe us a payment in the amount of \$2,500 agreed between us as just and reasonable liquidated damages to compensate us for our costs and expenses in connection with your breach of this Agreement and we reserve our rights to reacquire the Dog. \_\_\_\_initials



**21. Entire Agreement/Modification/Binding Effect:** This Agreement (including the attached Voluntary Release/Waiver of Liability) is the entire agreement between you and us, and supersedes any prior understandings between you and us with respect to the subject matter of this agreement.

No modification of this Agreement will be valid unless in writing duly signed by both you and us. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors. \_\_\_\_initials

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## ADOPTOR INFORMATION

Dated: \_\_\_\_\_

BY ADOPTER: I agree to adopt this Dog from Perfectly Posh Paws:

Signed/Agree to Terms of Adoption

Contract \_\_\_\_\_

I agree to give this Dog a good home and agree to adopt from Perfectly Posh Paws

Signed \_\_\_\_\_

*Adoptive Family/Primary-Care Adopter*

1<sup>st</sup> Adopter Print Name \_\_\_\_\_

2<sup>nd</sup> Adopter Print Name \_\_\_\_\_

Drivers License # \_\_\_\_\_

Title\_\_\_\_\_

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## Primary Adopter's Current Address

Street Address\_\_\_\_\_ Contact #\_\_\_\_\_

City/State/Zip\_\_\_\_\_ [www.therescuetrain.org](http://www.therescuetrain.org) Home

Phone\_\_\_\_\_ Work &/or Cell #s\_\_\_\_\_ E-

Mail\_\_\_\_\_ Emergency Contact/Friend or Relative that does NOT live with  
you: Name and number\_\_\_\_\_

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## Emergency Contact name

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
ZIP CODE PHONE

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I, \_\_\_\_\_, hereafter referred to as the adopter2, hereby agree  
that the above described animal is being adopted by me solely as a pet for myself and/or my immediate  
family. \_\_\_\_initials

- I agree that I will not sell, give away or otherwise dispose of said animal to any  
person(s), dealer, retailer, auction, institute or any other entity for any reason. If at a  
later date I am unable or unwilling to keep this pet, I agree to first contact the above  
described current owner and give them the option to reclaim said pet at no charge.  
\_\_\_\_initials
- I hereby agree to care for the above described pet in a humane and responsible manner  
and to provide it with clean and adequate shelter, food, water and veterinary care. I  
further agree that said pet shall reside inside my home and shall not be allowed to roam  
freely. I hereby agree that this pet shall wear a collar or harness with identification tags  
at all times. \_\_\_\_initials
- I hereby agree that the adoption fee helps to cover the current owner's expense of  
raising and caring for the animal and is not refundable after a trial period of 14 days.  
\_\_\_\_initials

I hereby understand and agree that the current owner makes no representations or warranties, expressed  
or implied, about the above mentioned animal's temperament and is hereby absolved from any liability  
for future damages or injuries caused by said animal. I also understand and agree that the current owner



further gives no guarantees, expressed or implied, of the suitability of the animal to the adopter and/or his family. \_\_\_\_initials

## JOINT ADOPTER'S NAME /SPOUSE

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE \_\_\_\_\_ I certify that all statements made by me on this adoption agreement are true and correct. I agree that the current owner has the right to confiscate the above described animal in the event that any statements made by me are found to be false and/or my check for the adoption fee is returned for insufficient funds. \_\_\_\_initials

PRINT NAME \_\_\_\_\_

DATE: \_\_\_\_\_

SECONDARY ADOPTER'S SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

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## WITNESS

Perfectly Posh Paws SIGNATURE \_\_\_\_\_

Current owner is defined here as the person who originally held the above described animal in their possession.

Perfectly Posh Paws Rescue is a 100% volunteer foster-based animal rescue. Dogs are place in temporary homes in the Chicagoland area. Licensed by the Illinois Department of Agriculture, registered with the State of Illinois and are non profit 501(c)3 approved.

