

Countryside Rescue is a 501 (c) 3 non-profit rescue and adoption center

# **Adoption Agreement**

Countryside Rescue & Adoption Center 3410 Guerneville Rd, Santa Rosa CA 95401 (707) 888-8155 www.countrysiderescue.com

| Animal's name:                       |          | Breed: |                      |                                  |
|--------------------------------------|----------|--------|----------------------|----------------------------------|
| Sex: Male / Female Microchip number: | Age/DOB: |        | Spayed<br>Medical re | Neutered<br>cord given: Yes / No |

## Adopter's name:\_

| Address:    | City / Zip:       |  |  |  |  |
|-------------|-------------------|--|--|--|--|
| Home phone: | Alternate phone : |  |  |  |  |
| E-mail:     | Driver's license  |  |  |  |  |

# I have completed the Dog Adoption Application and have been approved by a Countryside Rescue Representative. \_\_\_\_\_

Location: Countryside Rescue - 3410 Guerneville Road - Santa Rosa, CA 95401

Countryside Rescue operates an animal rescue and is a California nonprofit corporation. In this agreement, Countryside Rescue will be called "CR." The Adopter represents that the information provided in the application process is true and correct to the best of the Adopter's knowledge and belief. Countryside Rescue and the Adopter wish to enter into this agreement to provide the adopted animal with a suitable forever home. **Please initial next to each statement**.

# Return Policy.

I, \_\_\_\_\_\_, hereafter referred to as the Adopter, hereby agree that the above described animal is being adopted by me solely as a pet for myself and/or my immediate family. 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 I am unwilling or unable to care for the animal for its entire lifetime, I will contact CR to discuss further required actions.\_\_\_\_\_



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I agree that in the event that I find a suitable alternative home for the animal, I will contact CR with the name, address and phone number of the proposed new adopter. Any proposed new adopter will be required to complete a CR adoption application and other requirements for adoption and obtain approval from CR in writing before adopting the animal. Under no circumstances shall the adopter transfer permanent custody, ownership or possession of the animal to any one entity, including family or friends or any entity or agency, without the approval and written consent of CR.

CR provides ongoing support for all of our adopted dogs. If your pet is having a medical or behavioral issue, we may be able to recommend a solution. We have a team of veterinarians we work with and medication on hand, as well as, a behavioral trainer willing to offer advice.

## Adoption Donation covers:

First year DAPP, Bordetella vaccines. Deworming while on site, microchip, & spay/neuter. We have a team of veterinarians for these procedures and do not offer discounts/reimbursement/ refunds if you elect to have any of these services done at an alternate facility.

The Adopter agrees to pay an adoption donation of \$ \_\_\_\_\_

Additional donations are welcome.

Adoption Donations are tax deductible. We will provide you with a donation receipt for your record per your request. \_\_\_\_\_

**Identification, Licenses**. This animal is microchipped for identification. CR is the contact registered with the microchip company, until transferred to the new Adopter. The Adopter agrees to transfer the animal into their name following finalization of the adoption. Adopter agrees to name CR as the shelter/rescue from which the animal was adopted. The Adopter agrees to keep an identification tag attached to a properly fitted collar on the animal at all times. The Adopter agrees to obtain the proper municipal license required under local law. The Adopter also agrees to comply with local and state statutes and ordinances.

# Veterinary Care.

- The Adopter agrees to provide the animal with the necessary vaccinations as advised by his/her veterinarian.
- The Adopter agrees to obtain immediate veterinary care should the animal become sick or injured, and to take full financial responsibility for any veterinary expenses.
- If you are taking home an animal that is to young or has not yet been given a rabies vaccination, it is the Adopter's responsibility to attend a clinic and have the rabies vaccine administered. Adopter will provide proof to CR within 7 days.
  Please Check a Box

My animal already has a rabies vaccination on file .
 My animal is due for their rabies vaccination on:

I understand and agree to the above statements.

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#### Care of Animal:

CR isn't always given the history of our rescue dogs. Some have been abused, neglected, and/or abandoned. Others came from a wonderful home but the owners were unable to care for them any longer. All of these situations can cause stress, trauma, confusion, depression and fear to a dog. We strongly suggest when you bring your new pet home, DO NOT overwhelm it with too many people, places, or things. Let it adjust to you and your family, your home and environment. Do not travel with your new pet until you feel it is comfortable with it's new home and people. *Stress can bring on illness.* 

- Adopter understands that the adopted animal will live inside the home and will not be isolated from the family.
- Adopter will provide wholesome food, adequate exercise and loving attention.
- Adopter will never let the animal run loose or roam, keep the dog chained or tied up, keep it continuously in a yard, garage, patio, balcony, or pen or leave the dog outdoors overnight or for long periods of time.

# I understand and agree to the above statements.

## No Representations:

• The Adopter understands that CR does not guarantee the health, temperament, or training of the above described animal.\_\_\_\_\_

# Seizure and Impoundment of the Animal.

• If the animal shall, for any reason, be picked up by local law enforcement or animal control, the Adopter will immediately contact CR by phone or e-mail and inform directly that the animal has been picked up and impounded and the animal's location. Under no circumstances will the Adopter agree to or allow the euthanasia of the animal prior to informing CR as required in this agreement.

## Release:

- The Adopter, and or his/her spouse, heirs, executors, personal representatives and assigns, agree never to bring a claim or suit against CR.
- The Adopter releases CR and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior or actions of the animal.
- The Adopter understands that this agreement discharges CR and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the Adopter and his/her spouse, heirs, executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption, behavior or activities of the animal.



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• The Adopter releases CR and discharges CR and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for Countryside Rescue' own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Adopter.

## I understand and agree to the above statements. \_\_\_\_\_

## **Indemnity Agreement:**

• The Adopter, and or his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold CR harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of litigation, that result to anyone else or any other entity because of the Adopter's negligence or liability. This includes lone acts or omissions by the Adopter, as well as, the combined acts of the Adopter with others.

## Change of Address:

 In the event the Adopter moves, he/she agrees to contact CR with the change of address information, so all records can be updated and microchip information can be changed.

#### Procedure to Reclaim:

CR makes a lifetime commitment to any animal that is accepted into the Rescue Program. On rare occasion, CR may have to reclaim the adopted animal. Any decision of CR is final as to whether the animal shall be returned to the Adopter. Here is the procedure that will be followed:

- CR will notify the Adopter by certified mail, return receipt requested, of the reclamation and ask that the animal be returned. The notice shall state clearly the circumstances under which CR is acting and state a date when the Adopter may meet with agents of CR to discuss the situation. The notice will state when and where the Adopter should meet a CR Agent to return the dog.
- After seven days from the posting of this notice, if the Adopter has not notified CR, or has not accepted the notice, legal action will be taken by CR to retrieve the animal.
- If the animal is in a situation that may endanger its life, CR may call Animal Control in the Adopter's locality to recover the animal on behalf of CR.
- In the event that either of these situations occurs, or if for any reason the animal is returned to CR, the Adopter may request a meeting to discuss the matter within 10 days after the animal is reclaimed.

I understand and agree to the above statements. \_\_\_\_\_



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## Other:

 The Adopter expressly agrees that the Releases and Indemnity Agreements are intended to be as broad and inclusive as permitted by law. The Adopter agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

This agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any disputes under this agreement will be resolved in Sonoma Country, California. All disputes under this agreement will be settled by binding arbitration. The Adopter agrees that he/she is legally competent to enter into this agreement, and this Agreement is binding upon the heirs, assigns, successors, personal representatives and executors of both parties.

| Signature of   | Adopter :   |              | Date:       |              |  |  |  |
|--|---|--------------|-------------|--------------|--|--|--|
| Signature of   | CR Rep:   |              | Date:       |              |  |  |  |
| Adoption Donation received: \$   |   |              | Date:       | Date:        |  |  |  |
| If you have any questions or concerns regarding your new adopted pet, please contact one of our staff members at the numbers or email address below. |   |              |             |              |  |  |  |
|  | Amanda Parks  | 707-888-8155 |             |              |  |  |  |
|  | Nancy Dami  | 707-974-8451 | Kim Johnson | 707-230-0132 |  |  |  |
|  | amanda@countrysiderescue.com                        |              |             |              |  |  |  |
|  | Thank you for saving the life of a homeless animal. |              |             |              |  |  |  |
|  |   |              |             | 5.           |  |  |  |
|  |   |              |             |              |  |  |  |
|  |   |              |             |              |  |  |  |
|  |   |              |             |              |  |  |  |