



## The Enchanted Poodle Club, Inc.

*Dedicated to the Continued Improvement of the Breed*

### DOG ADOPTION CONTRACT/AGREEMENT

The Enchanted Poodle Club, Inc., a New Mexico non-profit club and the undersigned, 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 with you, the Adopter, for the adoption by you as a companion dog and family member:

Name of Dog \_\_\_\_\_ M \_\_\_\_\_ F \_\_\_\_\_

Breed/Color/Markings \_\_\_\_\_ Date: \_\_\_\_\_

2. **Adoption Donation:** To assist us in continuing our rescue work, Adopter agrees to make a non-refundable donation of at least \_\_\_\_\_. This donation is immediately used to pay the ongoing costs of rescuing stray and shelter animals, including food, veterinary care, kenneling costs, behavior training, etc.
3. **Care of the Dog:** You agree that this Dog is being adopted as a family member and will sleep inside the house, be allowed freedom of the house when the family is home, will be confined in the house in such a way as to insure the safety of the Dog and the house when the family is away from home. You agree to provide the Dog with fresh water, wholesome dog food, adequate outdoor exercise, affection and shelter.
4. **Veterinary Care:** You agree to provide the best available care to the Dog in a timely manner. 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.
5. **Identification:** The Dog has a microchip to identify him/her. The number is \_\_\_\_\_. You agree to transfer the microchip number into your name, address and telephone within 7 days of adopting this Dog.
6. **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 not be walked with the leash attached to the Dog's identification tag. Adopter understands that the identification tag is not a secure restraint. Also, the Dog will NEVER be tied up on your property or elsewhere. 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.
7. **Transportation:** The Dog will be properly restrained, preferable 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.
8. **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 animal control authorities, animal shelters, local veterinarians and pet stores, (b) post lost dog signs (c) place lost dog ads in your local paper (d) contact us for additional support and advice.
9. **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. You agree to do one or more of the following:
- A. Obtain approval from The Enchanted Poodle Club, Inc. to transfer the ownership of the Dog to a friend or relative. Rescue must approve the new adopter who will be required to sign an agreement similar to this one.
  - B. Continue 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.
  - C. Return Adoptee to Rescue.
10. **Change of Contact Info:** You will notify The Enchanted Poodle Club, Inc. of all changes of address and/or telephone within 30 days after the change. Communications should be mailed to:
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- 11. 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 The Enchanted Poodle Club, Inc. in the event of Adopter's death.
- 12. Follow-Up:** Adopter understands and agrees that The Enchanted Poodle Club, Inc. 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.

**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.

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

**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 and Indemnification/No Liability:** Adopter hereby releases The Enchanted Poodle Club, Inc., 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. Adopter agrees to indemnify The Enchanted Poodle Club, Inc. 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 The Enchanted Poodle Club, Inc. in its defense.

**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.

Dated \_\_\_\_\_

**By Adopter:**

Signed & Agreed \_\_\_\_\_

Print Name \_\_\_\_\_

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

City/State/Zip \_\_\_\_\_

Home Phone/Work/Cell \_\_\_\_\_

E-Mail \_\_\_\_\_

**The Enchanted Poodle Club, Inc.**

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Contact # \_\_\_\_\_

E-mail \_\_\_\_\_