

HIGHER GROUND ANIMAL SANCTUARY ADOPTION CONTRACT

THE ENTIRE CONTRACT AGREEMENT BETWEEN THE PARTIES IS CONTAINED HEREIN.

ADOPTION AGREEMENT FOR _____ REFERRED TO AS "DOG" FOR THE REMAINDER OF THE CONTRACT AGREEMENT. YOUR SIGNATURE(S) BELOW AFFIRMS THAT YOU, THE ADOPTER(S) IS/ARE IN FULL AGREEMENT WITH THE TERMS OF THIS CONTRACT. PLEASE REVIEW THIS CONTRACT CAREFULLY AND INITIAL AFTER READING EACH CONDITION OF ADOPTION.

I/We agree to abide by the following conditions:

_____/ ____ 1. I/We understand that in adopting this animal, I/We am/are bound by the following covenants and that upon breach of any of the covenants in this contract. I/We am/are obligated to try and return the dog to Higher Ground Animal Sanctuary (HGAS). "Breach of Contract" is defined as a violation of any of the conditions initialed by me/us in the Adoption Agreement.

_____/ ____ 2. I/We understand that my/our dog may have been exposed to and/or incubating a virus or other illness (such as kennel cough), in the process of being rescued and sheltered. I/We agree to be financially responsible for veterinary costs, if any, associated with continuing care.

_____/ ____ 3. I/We agree to inform HGAS of any change of address or phone number.

_____/ ____ 4. I/We agree to immediately (same day) inform HGAS if the dog is lost/noticed missing.

_____/ ____ 5. I/We will allow HGAS to make surprise home visits within 1 year of signing this contract. I/We will allow HGAS to make scheduled home visits within 2 years of signing this contract.

_____/ ____ 6. I/We agree to obey all federal, state, and local laws regarding pet ownership, including but not limited to cruelty to animals, or numeric limitations of animals permitted in your residence.

_____/ ____ 7. I/We agree that under no circumstances will I/we sell, trade, adopt, give, surrender, or transfer ownership of this dog to anyone other than HGAS. I/We agree that HGAS retains the right of first refusal if I/we can no longer properly care for the dog or provide a quality permanent home. This means that I/we must provide HGAS the option of repossessing the dog before delivering the dog to any other person or entity, or abandoning the dog - which is expressly prohibited by this Adoption Contract. Upon signed agreement with HGAS the dog may be adopted to a person(s) who meets HGAS standards. This is on an "as needed basis" only and IS NOT STANDARD PRACTICE for this rescue.

_____/ ____ 8. I/We agree that I/we will never use or sell this dog for research or for the purpose of training or fighting animals in the United States or abroad.

_____/ ____ 9. I/We agree that this dog will be part of the family and allowed to live and sleep indoors. I/We will NOT chain, tie, or otherwise confine the dog to an outdoor kennel. I/We agree that I/we will NOT leave the dog outdoors alone for any extended length of time. I/We agree that the dog will have a mattress or bedding to sleep on.

_____/ ____ 10. I/We agree that the dog will be fed a HIGH QUALITY dog food and that I/we will supply the dog with supplements in order to prevent arthritis, unless otherwise recommended by a licensed veterinarian upon examination. I/We agree to take the dog to a licensed veterinarian as needed but not less than once a year for a well check. I/We agree to bear these veterinary expenses at my/our sole expense.

_____/ ____ 11. I/We will allow HGAS the right to receive copies of veterinary records pertaining to the dog(s) adopted from HGAS if this Adoption Contract has been breached.

_____/ ____ 12. I/We agree that I/we will NOT mistreat, beat, or otherwise cause harm to this dog in any manner or fashion. I/We will at all times ensure the safety of this dog. I/We will provide fresh water and feed the dog on a daily basis.

_____/____ 13. I/We agree that I/we will surrender the dog to HGAS or a representative of HGAS immediately should I/we fail to meet the requirements and contractual agreements made in this contract. I/We agree to pay out of pocket any and all attorney/legal fees and or expenses that incurred while HGAS or its representatives are attempting to regain possession or ownership of the dog. HGAS reserves the right to perform a random home check for the first year after adoption date without prior notice. HGAS reserves the right to contact adopter(s) at will for the first 6 months after adoption date by phone or any other method of communication, (e-mail, postal service, etc.).

_____/____ 14. I/We will inform our estate planner and next of kin of the adoption agreement, in case of an untimely death, the next of kin or estate planner will notify HGAS. HGAS will take every recourse to re-home the dog immediately.

_____/____ 15. I/We understand that it can or will take up time for the dog to acclimate into his/her new environment. The dog may get diarrhea, cry, and pace for the first few days. I/We will not allow the dog off-leash when outside for the first 30 days.

_____/____ 16. I/We agree to pay all expenses for the dog to be returned should it not be a good match. This will include airfare, boarding kennel expenses, any fees associated with returning _____(the dog) back to HGAS. I/We will pay any up-front fees for travel, kennel, etc., adoption fee, vet fees, if necessary.

_____/____ 17. I/We agree that HGAS has the right to demand immediate return of the dog(s) for breach of contract. Upon breach of contract and HGAS's demand for return of the dog, I/We agree to pay any costs associated with such repossession, including reasonable attorney's fees, and litigation-related expenses. Should a judgment be entered against me for such costs and/or fees, I/we agree to pay additional attorney's fees and costs related to collecting the judgment.

_____/____ 18. I/We agree that I am assuming any and all risks associated with this animal. I/We further understand that if the dog harms, injures, or makes ill any person or other animal, or damages any property, I/we shall assume all legal responsibility for such, and shall defend, indemnify, and hold harmless HGAS, its officers, employees, volunteers, assigns, agents, representatives, heirs, and successors. HGAS has made the owner(s) aware that all dogs are different and can respond in unpredictable ways. The owner(s) acknowledges that there is no guarantee on age, temperament, health, existence of congenital or developmental defects, disease, or illness or mental disposition of the dog that is being adopted. Adoptive owner(s) expressly acknowledges that he/she accepts the risk that this dog may have vicious propensities that were not disclosed to or detected by HGAS and its representatives. These propensities could cause injury, including death, and owner(s) expressly assume said risks. The owner(s) is expressly informed not to leave the dog unattended with children. If owner(s) choose to, it is at their own risk.

_____/____ 19. I/We certify that the information provided on my Adoption Application is true and understand that false information will nullify this adoption and be regarded as breach of contract.

Animal(s) Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Address: _____

City/State/Zip: _____

Issuing State & Drivers License Number

Phone Number: _____

E-mail address: _____

Alternative Phone Number: _____

THANK YOU AGAIN FOR CHOOSING TO SAVE A LIFE BY ADOPTING!