



P. O. Box 824214
Dallas, Texas 75382
Phone: (972) 994-1133
Toll Free Fax: (888) 726-6677
Web: www.dfwcockerrescue.org

ADOPTION CONTRACT

Please read carefully: As part of the adoption process, our organization does follow-ups on our placements. We will call and if we deem necessary and do a home visit. **You also understand that the adoption is not final for 30 days following placement.** During that time, you are fostering our rescue. We reserve the right to void the adoption and pick up the dog if cause warrants!

To protect the welfare of the adopted dog, DFWCSR reserves the right to examine and make inquiries about the dog at any time. If DFWCSR learns that the terms or conditions of the Adoption Contract are not being met, it has the right to terminate the Adoption Contract and repossess the dog. This contract remains in effect for the life of the dog.

There is a \$25 charge on any check that is returned by your bank, for any reason. If the check is not made "good" we will pursue all remedies available to DFWCSR, including filing charges for "theft of services".

HOLD HARMLESS

Rescuer and DFW Cocker Spaniel Rescue (and its officers, board of directors and volunteers) shall not be liable to adopter on any theory of legal liability including the sole or concurrent negligence of rescuer and/or DFW Cocker Spaniel Rescue (and its officers, board of directors and volunteers), for any injury, death or damage directly or indirectly caused by dog. Adopter does hereby release rescuer and DFW Cocker Spaniel Rescue (and its officers, board of directors and volunteers) from any and all liability, claims, suits, demands, or causes of action which may arise out of or be brought against rescuer and/or DFW Cocker Spaniel Rescue (and/or its officers, board of directors and volunteers) by virtue of the release of dog to adopter. It is the expressed intention of adopter, rescuer and DFW Cocker Spaniel Rescue that the release provided for in this paragraph is designed and intended to protect rescuer and DFW Cocker Spaniel Rescue (and its officers, board of directors and volunteers) from the consequences of any attack, behavior or other action by dog, and from the consequences of any act or omission or negligence on the part of rescuer or DFW Cocker Spaniel Rescue (and its officers, board of directors and volunteers) in obtaining custody of

dog, in providing care for dog, or in failing to provide timely or adequate warning to any person concerning dog.

INDEMNIFICATION

Adopter expressly agrees to defend, pay, indemnify and hold harmless rescuer and DFW Cocker Spaniel Rescue (and its officers, board of directors and volunteers) from all suits, actions, losses, damages, claims, or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by, directly or indirectly, the release of dog to adopter. It is the expressed intention of adopter, rescuer and DFW Cocker Spaniel Rescue that the indemnity provided for in this paragraph is designed and intended to protect rescuer and DFW Cocker Spaniel Rescue (and its officers, board of directors and volunteers) from the consequences of any attack, behavior or other action by dog, and from the consequences of any act or omission or negligence on the part of rescuer or DFW Cocker Spaniel Rescue in obtaining custody of dog, in providing care for dog, or in failing to provide timely or adequate warning to any person concerning dog.

NO WARRANTIES OR REPRESENTATIONS

Adopter understands that rescuer and DFW Cocker Spaniel Rescue make no warranties (express or implied) or representations as to the age, health, fitness, demeanor or well being of dog. Adopter accepts dog "as is." Because of this, adopter understands that rescuer and DFW Cocker Spaniel Rescue (and its officers, board of directors and volunteers) accept no responsibility if dog should die after being released to adopter or should bite, scratch, injure, or cause the death of any person or animal or cause damage to property after being released into adopter's custody.

I, the adopter, understand that the organization has no background information on the animal's previous environment, behavioral problems (if any) and medical history. We can provide a current behavioral evaluation and medical history only. Some diseases have a long incubation period and a negative test is not a guarantee that the animal does not have a certain disease. Introduction of a new animal into a home with existing animals carries a certain risk that must be assumed solely by the adopting party. **DFW Cocker Spaniel Rescue cannot be held liable for damages that may result from such an introduction. We are an organization operating as a community service with the intent to do only good and no harm.** I understand that DFW Cocker Spaniel Rescue makes no guarantees regarding the age, nature, temperament, or health of this pet. By signing this contract, I assume all risk and responsibility of ownership of this pet once it is in my possession. DFWCSR makes no warranties, expressed or implied.

YOUR SIGNATURE ON THIS CONTRACT IS YOUR PROMISE TO KEEP YOUR COCKER PROTECTED FROM CANINE HEARTWORM as well as other vaccinations as required by the State of Texas and your veterinarian. In addition, you promise to provide food, indoor shelter, a fenced yard, love, and all medical attention your pet requires. You further agree that the dog will not be chained, tied, or tethered in any form or fashion outside. (This does not include leashes when walking etc.)

RIGHT OF FIRST REFUSAL

IN THE EVENT THAT YOU ARE UNABLE TO KEEP YOUR COCKER, YOU ARE REQUIRED TO INFORM COCKER RESCUE AS SOON AS POSSIBLE. DFWCSR HAS THE FIRST OPTION TO RE-HOME THE ANIMAL OR FIND AN ALTERNATIVE SOLUTION WHEN POSSIBLE IN LIGHT OF THE DOG'S AGE, HEALTH, BEHAVIOR ISSUES, AND ANY OTHER CONSIDERATIONS. YOU ARE REQUIRED TO KEEP THE ANIMAL UNTIL DFWCSR CAN DETERMINE IF IT IS ABLE TO EXERCISE THIS RIGHT OF FIRST REFUSAL. Under no circumstances is an adopted dog from DFWCSR to be given away, sold, or transferred to another person, family, family member, animal shelter or entity for any reason at any time, PRIOR TO DFWCSR RECEIVING THIS NOTICE ALONG WITH A REASONABLE TIME TO RESPOND NOT TO EXCEED 10 DAYS.

Your signature on this contract confirms that when you adopt a dog from DFW Cocker Spaniel Rescue, the cocker will have a collar and id tag. The tag is registered to this organization. You are strongly urged to have your own tags made immediately. If the animal is picked up and traced to our organization because your tags are not on it, you may not get your pet back. We accept very few excuses for "loose or lost" animals. If the adopted Cocker Spaniel is micro chipped, which has been registered to our organization, please have the information changed to you and keep the information current with the microchip company. If lost or stolen, you must inform DFWCSR immediately so that we may help locate the dog.

Your signature on this contract confirms that all information contained on Adopter's Adoption application is true and correct. If any information contained on Adopter's Adoption application is untrue, Adopter expressly agrees that DFW Cocker Spaniel Rescue may retake custody of Dog without refunding adoption donation, if any, and without recourse by Adopter.

Your signature on this contract confirms that the breach by Adopter of this Contract would damage DFW Cocker Spaniel Rescue in a way that could not be adequately compensated by monetary damages. The parties therefore agree that the breach or threatened breach by Adopter of this Contract may appropriately be restrained by an injunctive order for Adopter to return the dog made the subject of this Contract to DFW Cocker Spaniel Rescue, granted by a court of appropriate jurisdiction. Adopter further agrees that the actual damages that might be sustained by DFW Cocker Spaniel Rescue by reason of the breach by Adopter of this Contract are uncertain and

would be difficult of ascertainment, and that, in addition to the injunctive relief agreed to above, the sum of \$500 would be reasonable compensation for such monetary damages and attorney's fees. Adopter hereby promises to pay, and DFW Cocker Spaniel Rescue hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach; and that this Contract shall be governed and construed in accordance with the laws of the State of Texas. Any disputes between the parties to this Contract concerning the subject matter of this Contract shall be submitted for resolution to the courts of Dallas County, Texas.

Your signature on the application confirms that you have read the contract and rules for consideration in adopting a dog from DFW Cocker Spaniel Rescue.

This is a legal and binding contract. Should the Adopter fail to perform according to the terms contained in this Contract, DFW Cocker Spaniel Rescue will pursue all remedies available to it. Should it become necessary to enforce the Contract using legal means, an Adopter who breaches this Contract agrees to be liable for liquidated damages, as well as reasonable attorney's fees and costs of court.

Agreed to and accepted by:

_____ Date: _____
_____ Date: _____
_____ Date: _____
_____ Date: _____

(Must be signed by all adults in household)

Accepted on behalf of DFWCSR:

_____ Date: _____