



# AGREEMENT OF ADOPTION FOR PET

For  
**k9.5 Rescue**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, **2014** between **k9.5 Rescue**,  
hereinafter known as Adopter, and, \_\_\_\_\_  
hereinafter known as Adoptee, concerning the adoption of the following:

---

Sex: \_\_\_\_\_ Date of birth: Approx \_\_\_\_\_  
Color: \_\_\_\_\_  
Markings: \_\_\_\_\_

For the adoption fee/donation of \$ **250.00** in cash or certified check and the terms of this contract. This adoption fee is non-refundable after 7 days and will be considered a donation to the rescue. Under no circumstances can this adoption fee/donation, if made by check, be cancelled by adoptee.

## **ADOPTEE'S RESPONSIBILITIES:**

1. Adoptee agrees to notify Adopter, within 30 days, of any change of address or phone number at any time in the lifespan of the animal.
2. Adoptee agrees to take this dog to a veterinarian of his/her choice within three days of delivery for a complete examination. If Adoptee is not satisfied with the condition of the animal or the animal itself, for any reason, he/she may return it to adopter within seven days of delivery for a full refund, and this contract shall be null and void. In the event Adoptee chooses to retain the animal, Adopter shall not be liable for any treatment expenses incurred by Adoptee for any present or future medical conditions.
3. Adoptee accepts responsibility for the care of the animal. This includes, but is not limited to:
  - A: Maintaining the dog on a proper diet and at a proper weight sensible for it's size and age.
  - B: Attending proper training classes.
  - C: Proper grooming of coat, nails, teeth, ears, etc.
  - D: Keeping it in a suitable fenced area next to Adoptee's residence, not chaining it or tying it, nor allowing it to roam at large.
  - E: Taking it to the veterinarian when necessary, including a yearly physical examination.
  - F: Keeping the animal on Heartworm Preventative and Flea & Tick Preventative.

G: Keeping it in a manner to prevent it from being teased or abused.

4. Adoptee represents and warrants that this animal is being adopted for Adoptee, and that Adoptee is not acting as the agent for another. This dog shall never be given, sold, consigned, or leased to any commercial pet store, chain store or puppy mill, commercial breeding establishment, animal shelter or fund-raising raffle.
5. It is urged that this animal is to be microchipped or tattooed by a veterinarian of choice by Adoptee and Adopter is to be supplied chip number or tattoo number if microchipped, and k9.5 Rescue will be listed as the second contact.
6. If, at any time, this dog is to be sold, given away, destroyed, or otherwise disposed of, **for any reason whatsoever**, Adoptee shall **first** notify Adopter who will have the option to either approving the transfer, in writing, or repossessing said animal, or making other appropriate arrangements.
7. If for any reason the Adoptee chooses to return the animal, it is the Adoptee's responsibility to return said animal to the rescue at their expense.
8. This contract is made in the State of South Carolina and will be governed by the laws of the State of South Carolina.
9. Any breach of this contract results in \$1000.00 in damages to k9.5 Rescue.
10. In no event is k9.5 Rescue responsible for the return of adoption fee after 7 days. In no event is k9.5 Rescue liable or responsible for veterinary bills incurred by adoptee.

#### **ADOPTER'S RESPONSIBILITIES:**

1. Upon Adoptee's agreement of this contract and upon full payment a spay/neuter bill/certificate will be supplied.
2. Adopter shall provide complete up to date medical record of the animal and warrants that it is being released in good health and has had all the necessary shots and wormings for it's age.
3. Adopter will supply instructions for the care of the animal and be available for advice, council and reasonable assistance for the life of the animal.
4. Adopter cannot guarantee this animal against any hereditary or congenital defects which make the animal unfit for a pet. In the event something does happen, upon presentation of a claim, substantiated by a veterinarian's report and the personal evaluation of adopter and vet of adopter, then Adoptee has the following options:

A: Return of the animal

B: Adoptee can keep the animal

C: If in the opinion of Adoptee's vet the animal must be destroyed due to a hereditary or congenital condition, Adoptee must first notify Adopter.

D: All claims under this guarantee must be made within 30 days of either the death of animal or the diagnosis of a relevant condition. Replacement is subject to availability. This guarantee shall be null and void if any of the stipulations of this contract have not been met.

5. Adopter is not responsible for death, injury or deformity of the animal due to illness, accident, negligence or deviation from care normally given to a dog, including but not limited to obesity.
  
6. Adopter reserves the right to inspect the premises and living conditions under which Adoptee maintains the animal. **It is further agreed that if Adoptee fails to perform any of those acts which he/she has agreed to by signing this document, then Adopter can revoke this agreement and retake possession of the animal with Adoptee forfeiting rights to the animal and the cash consideration paid to Adopter. Adoptee shall be responsible for all fees or costs incurred by adopter in enforcing this agreement, including reasonable attorney's fees.**

AGREED AND ENTERED INTO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

ADOPTER: k9.5 Rescue/



ADOPTEE: \_\_\_\_\_