



**Thunder's Angels Dog Rescue
Harleysville, PA
ADOPTION AGREEMENT**

This Agreement is hereby made on this _____ day of _____, 200__ by and between _____ (hereinafter, the "Adopter(s)") and Thunder's Angels Dog Rescue (hereinafter, "TA").

The Adopter(s), in consideration for the placement by TA in the Adopter(s)' custody of a _____ dog of approximately _____ months/years of age, presently called by the name _____ (hereinafter, the "Dog"), hereby agrees to be bound by the terms of this Agreement and specifically warrants and represents the following:

1. To pay a NON-REFUNDABLE adoption fee, in the amount of \$_____ to TA to assist TA in its continuing efforts to find homes for unwanted animals.
2. To provide an indoor home for the Dog and supply proper and adequate food and water to meet the Dog's needs.
3. To provide full and complete veterinary care for the Dog and to ensure that the Dog is given all necessary annual vaccinations, including, but not limited to, vaccination against rabies in compliance with the laws of the Commonwealth/State of _____, and, further, to ensure that the Dog receives preventative medication to protect against heartworm disease.
4. To ensure that the Dog is, at Adopter(s)' expense, spayed or castrated by a qualified, fully licensed veterinarian and that the Dog is never bred and to provide proof of the spaying/castrating to TA within ninety (90) days of the date of this contract.

TA Representative Initials: _____ Adopter(s) Initials: _____

5. To ensure that the dog is NEVER used for, nor subjected to, cruel and/or inhumane treatment, including but not limited to:

a. NEVER used for experimentation or vivisection that is scientific, psychological or otherwise;

b. NEVER given up for use as food for other animals or humans;

c. NEVER used for dog fighting or other "sport" in which one animal is pitted against another for so-called 'entertainment' purposes;

d. NEVER used to facilitate the 'sport' of hunting, whether as a retriever, chase animal or companion to a human engaged in such 'sport'.

e. NEVER beaten or taunted or denied food in order to promote aggression;

f. NEVER used to dominate and/or instill fear in other animals and/or household pets;

g. NEVER transported in the rear of a pick-up truck or in any other open vehicle in which the Dog's safety might be at risk; and

h. NEVER left unattended in a car or outdoors for any extended period of time during which the weather and elements may subject Dog to illness and/or exposure.

6. To provide adequate daily exercise for the Dog, either by walking on a leash or by placement in a protected fenced yard or other enclosed outdoor area and NEVER to allow the Dog to roam free and unsupervised.

7. To obtain and maintain all necessary licenses and/or permits required by federal law as well as Adopter(s)' state and local laws.

8. To treat the Dog as a companion and family member and not to leave the Dog chained, cooped and/or otherwise confined for extended periods of time.

9. To allow a representative of or individual designated by TA to periodically enter Adopter(s)' residence, at a time mutually convenient to all parties, in order to inspect the property where the Dog will be/is being kept and to ensure that proper care and shelter are being provided and, further, to relinquish the Dog to TA in the event TA determines, in its sole discretion, that Adopter(s) is/are in violation of any of the terms of this Agreement.

TA Representative Initials: _____

Adopter(s) Initials: _____

10. To contact TA immediately in the event that the adoption is not successful for ANY reason and to return the Dog to TA at Adopter(s) expense, so that an effort may be made by TA for re-adoption of the Dog. Failure to do so is subject to a \$5,000 fine, plus all associated court costs, per this binding agreement.

11. To notify TA of any substantial changes in circumstances, including, but not limited to:

- a. Adopter(s)' change of address and/or telephone number;
- b. Changes in the Dog's accommodations or living environment;
- c. Loss, theft, serious illness, injury and/or death of the Dog;
- d. Attacking and/or biting by the Dog of any human or other animal; and/or
- e. Substantial or sudden change in the Dog's personality or temperament.

12. To provide safe and adequate boarding arrangements for the Dog during any period of time when the Dog will be left alone for more than fifteen (15) hours.

13. To return the Dog to TA immediately if Adopter(s) learn that a female dog is pregnant. In such event, the dog and any puppies born shall be the property of TA and Adopter(s)' adoption fee of \$_____ shall be returned in full. Once the puppies have been weaned, Adopter(s) shall have the option, at TA's sole discretion, to re-adopt the Dog and repay the \$_____ adoption fee. All puppies will remain the sole property of TA.

- Adopter(s) hereby represent that all of the information provided prior to and during this adoption process, including all information supplied on TA's Adoption Application, is true and correct to the best of my knowledge, information and belief.

INITIAL: _____

- Adopter(s) acknowledge and support TA's goal of finding loving, humane, safe and *permanent* homes for dogs. Adopter(s) recognize that TA adopts, not sells, dogs and the adoption fee charged represents only a small portion of the costs that we incurred saving the Dog.

INITIAL: _____

TA Representative Initials: _____

Adopter(s) Initials: _____

- Adopter(s) hereby promise to contact TA immediately, if, for ANY reason, the dog becomes lost or if the adoption of the Dog is unsuccessful or does not work out as anticipated.

INITIAL: _____

- Adopter(s) agree that if the adoption is unsuccessful, Adopter(s) will relinquish the Dog to TA for free at the sole discretion of TA.

INITIAL: _____

- Adopter(s) hereby agree that if the adoption is unsuccessful, Adopter(s) will not drop the dog in an undisclosed location, take the dog to any other shelter, rescue or organization, sell the dog for any monetary or material gain, or give the dog away to any party (even a friend or extended family member) or request that any other person do these things, without notifying Thunder's Angels for pre-approval first.

INITIAL: _____

- Adopter(s) hereby agree that re-homing or transferring the Dog to *any* party is prohibited by this binding contract and will be subject to legal action including a fine of Five Thousand Dollars (\$5,000), plus all associated court costs.

INITIAL: _____

- Adopter(s) hereby acknowledge that TA makes no guarantees and/or promises regarding the Dog's disposition, temperament and/or future health and personality.

INITIAL: _____

- Adopter(s) hereby agree that as of the date of this Agreement, Adopter(s) shall become responsible for any and all veterinary care and other costs associated with the Dog while in Adopter(s) custody.

INITIAL: _____

- Adopter(s) hereby agree to release TA and hold TA harmless from any and all liability for damage and/or injury which may be caused to Adopter(s), his or her family, friends, neighbors, visitors, agents, servants, employees and/or workmen, directly or indirectly, by the Dog including, but not limited to, destruction of property and/or home, dog bites directed at people and/or other dogs, citations from excessive barking or having the dog run at large, etc. By signing this contract, the Dog becomes your responsibility and only you will be held liable for the dog's behaviors while the Dog remains under your care.

INITIAL: _____

TA Representative Initials: _____

Adopter(s) Initials: _____

- Adopter(s) further agree to indemnify TA against any and all claims by third parties arising out of the Dog's behavior and/or activities while the Dog is in the possession, custody and/or control of Adopter(s) and/or any family member, friend, neighbor, agent, servant, employee, and/or workmen of Adopter(s). Again, this may include but is not limited to destruction of property and/or home, dog bites directed at people and/or other dogs, citations from excessive barking or having the dog run at large, etc.

INITIAL: _____

- Adopter(s) hereby acknowledge and agree that (in addition to any other fines due for the unauthorized rehoming, sale or transfer of the Dog), any violation of any single term of this Agreement by Adopter(s) shall result in the imposition of Liquidated Damages in the amount of One Thousand Dollars (\$1,000), plus attorney's fees and costs, payable to TA, to cover the costs of adoption, investigation of breach of this Agreement, recovery of the Dog and/or re-adoption and other related costs.

INITIAL: _____

- Furthermore, Adopter(s) hereby acknowledge and agree that violations of this Agreement shall require IMMEDIATE return of the Dog to TA at Adopter(s) sole cost and expense.

INITIAL: _____

- Adopter(s) agree that the invalidity, unenforceability, or failure by a party hereto to enforce a clause or portion of this Agreement will not affect the validity or enforceability of any other provisions herein.

INITIAL: _____

- Adopter(s) hereby acknowledge that Adopter(s) have read, in entirety, all of the written materials supplied by TA, including this binding contract.

INITIAL: _____

- The terms of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

INITIAL: _____

- This Agreement, along with the Adoption Application previously completed by Adopter(s) and any attachments hereto, contains the entire understanding and agreement between/among the parties and supersedes any prior understandings and/or agreements between/among them respecting the adoption and care of the Dog.

INITIAL: _____

TA Representative Initials: _____

Adopter(s) Initials: _____

I/We hereby certify that I/We have read all of the terms of this ___ page Agreement, that I/We understand my/our obligations and representations arising hereunder, that I/We have been afforded ample opportunity to review the terms of this Agreement and to seek review and advice from an attorney or other outside party and that I/We agree to be bound by each and every term of this Agreement.

^ Signature of Adopter
Print Name of Adopter: _____

Date of execution

^ Signature of Second Adopter (if applicable)
Print Name of Second Adopter: _____

Date of execution

^ Signature of Witness
Print Name of Witness: _____

^ Signature of TA Representative Conducting Adoption
Print Name of TA Representative: _____

TA Representative Initials: _____

Adopter(s) Initials: _____