

TOLLER RESCUE, Inc.

ADOPTION CONTRACT

This agreement is made and hereby entered into, on this ____ day of _____, by and between Toller Rescue, Inc, (hereafter referred to as "TRI") and _____ hereafter referred to as Adopter. The dog described below will hereafter be referred to as "Rescue Toller", "Dog", or "The dog", or "This dog". The purpose of this contract is to ensure that adopter provides this dog with the best possible care and treatment throughout its life.

Photo of
dog
goes here

Breed: _____
Color: _____
Sex: _____
Age of dog at adoption: _____
DOB if known: _____

In consideration of a donation of \$ _____ TRI agrees to allow Adopter to adopt a Rescue Toller known in our records as _____ under the terms set forth in this contract.

TRI warrants that at this time and to the best of our knowledge this dog:

___ Is current on all shots, is spayed or neutered, is heartworm negative, has been wormed, has been groomed, and is taking flea and heartworm prevention medication.

___ Is in good health, and free of any diseases.

___ Other:

Adopter understands and agrees to abide by the following terms of adoption:

- If, within one month, for any reason you decide this dog is not right for you or your family, you must return the dog to TRI for a refund of your donation.
- At this date of adoption, Adopter agrees to assume all medical expenses, food, grooming, and any other costs associated with this dog. If this dog needs veterinary care within 2 weeks of its adoption the Adopter agrees to either pay for the vet care himself, or return the dog to TRI for a refund of the adoption

donation. TRI does not pay for, nor reimburse for any veterinary services performed outside of our program.

- **The Adopter agrees that ownership of this dog is not transferable.** The Adopter agrees that if for any reason he/she is unable to continue to house and care for the dog, or if he/she should decide that he no longer wants to keep this dog, that he/she will immediately, at adopter's expense, return the dog to TRI. In the case of a long distance adoption, it is the adopter's responsibility to transport the dog back to TRI in a safe and approved manner.
- Adopter agrees to treat this animal in a humane and loving way at all times, and to make sure that anyone temporarily caring for this dog will do the same.
- Adopter understands that TRI requires at least a 5 foot fully fenced-in yard. Invisible fencing in most cases is not acceptable. Adopter agrees to return these dogs to TRI immediately if they ever choose to live in a home that does not have a fully fenced-in yard. These dogs are never to be allowed off a leash when they are outdoors, if not in a fenced-in area.
- The Adopter agrees to provide this dog, (and all other animals he/she owns) with proper veterinary care as is recommended by his or her veterinarian, for the rest of each animal's life. This includes vaccinations and preventive measures for parasites, fleas and ticks. Adopter also agrees to keep this dog on a monthly heartworm prevention and flea control program throughout the dog's entire lifetime. Adopter further agrees to take this dog to his/her veterinarian for a routine check up at least once every year, and to follow the advice of his veterinarian. Adopter further gives TRI permission to verify this care by contacting and talking with adopter's veterinarian.
- Adopter understands that Tollers are a very active breed, and may be a "runaway" risk during the first 30 days in a new home. Adopter agrees that IF this dog were to get loose, and become lost, adopter will contact TRI immediately. Adopter agrees to follow the search instructions provided by TRI as provided. Adopter agrees to provide any and all resources needed (both financial and/or otherwise) in the search and recovery of the dog.
- Adopter agrees to license this dog according to any local ordinances.
- Adopter agrees to feed a wholesome, premium dog food, and have fresh water available at all times. Generic dog food, store brand dog foods, or no-name dog foods are not considered premium food.
- Unless waived by the BOD, within six months of ownership, enrolls in and completes at least an eight-week companion dog obedience course
- This dog is being placed with the strict understanding that it is going to a private home, to live as an indoor pet. The Adopter agrees that this dog will reside in the home of the Adopter, not outside. This means that this dog will be inside adopter's home except for potty breaks and supervised playtime outside. This dog may never be left outdoors if you are not home.
- Adopter understands that TRI will never place a known biter. However, Adopter is fully aware and does understand that any dog may bite if provoked, or if scared, sick or injured. Therefore, Adopter agrees to use caution when allowing any strange adult or child to be near this dog. Adopter further agrees to never allow anyone to run up on, threaten, squeeze, poke, step on, or otherwise pose a perceived threat to this dog.

- Adopter understands that no one can predict what medical or temperament problems a dog may have in its lifetime. No one from our organization may guarantee anything other than the current health and temperament of this dog.
- The Adopter agrees that he/she is not acting as, or in part of any agent in the purchase of this Dog, and that the Adopter will not sell this Dog to any other person, agent, or pet store.
- TRI reserves the right to enforce this contract in order to protect the welfare of the adopted dog. It is understood that TRI may examine and make inquiry about said dog at any time. **If the terms and conditions of this Adoption Agreement are not upheld, TRI reserves the right to terminate the agreement, to reclaim the dog, and to inflict a \$2,500 fully enforceable penalty. Should TRI need to seek legal action against the Adopter, Adopter hereby agrees that in addition to the \$2500 penalty, he/she will pay for any and all attorney costs, court fees, and any other legal fee's incurred, in the process of enforcing this contract.**

Further, if it is found that Adopter has violated this contract by giving or selling this dog to a third party, in addition to the \$2500 penalty, and in addition to all legal fee's, adopter agrees to pay any and all reasonable costs incurred and associated with getting the dog back to a TRI authorized volunteer. These costs include, but are not limited to: gasoline, travel expenses, hotel charges, meals, airline costs, possible reimbursement to third party (if dog was sold), or ANY other cost incurred.

I have read and understand this entire agreement, and do hereby agree to ALL the above terms.

Adopter's Name

Adopter's Signature and Date

Adopter's Address (Street, City, State, Zip)

Adopter's Phone:

Cell phone: _____

Fax: _____

E-mail: _____

Driver's License Number and State _____