



Cherished Cockers Rescue



Adoption Contract

**Cherished Cockers
C/O Christine Bacon
8216 Rushton Drive
Mentor, Ohio 44060-2025
Fax: 440-209-8893**

This Agreement is made and entered into on this ____ day of _____, 201_, by and between Cherished Cockers (CC) and the following individual(s) hereinafter "Adopter":

Name: _____

Home Address: _____

City, State, Zip: _____

Business Address: _____

City, State, Zip: _____

E-Mail Address: _____

Home Telephone: _____

Cell Telephone: _____

Work Telephone: _____

WHEREAS, Adopter expressly wishes to adopt the following dog, known as and particularly described as follows:

Dog's Name: _____

Color: _____

Breed: _____

Sex: _____

Age: _____

Altered: _____

Now, therefore, for good and valuable consideration, and in further consideration for the mutual promises made herein, the parties agree as follows:

1. Adopter shall be asked to make a non-refundable donation upon receipt of the dog. This placement donation shall be used to help CC offset the large expenses incurred in rescuing, boarding, and caring for these dogs.
2. All dogs placed for adoption have been examined by a certified veterinarian. If the dogs past health records have been given by a previous owner, CC will provide these records to Adopter. CC attempts to contact the dog's past veterinarians, but sometimes contact cannot be made. Even when it is made, CC cannot assure the completeness or accuracy of the veterinary records.
3. Adopter certifies that there are _____children living in the house under the
Age of _____. **ADOPTER'S INITIALS:**_____
4. Adopter shall immediately provide the dog with a comfortable and safe leash and collar, including a sturdy and secure connected identification tag, bearing Adopter's name and telephone number in readable script. Adopter shall not allow the dog outdoors without proper identification on the dog at all times.
5. Adopter shall not transfer, sell, give away or in any other way change custody of the dog from Adopter to any other person or entity. If Adopter no longer wants or cannot keep the dog, Adopter **must return** the dog to CC.
6. If the dog is no longer wanted or can no longer be kept, and this adoption is more than twenty-five (25) miles from the nearest active CC volunteer, Adopter assumes sole responsibility and expense for returning the dog promptly and safely to CC. This means that **Adopter agrees to physically return the dog to a safe location determined by CC.** Adopter shall immediately notify CC of intent to give up the dog and shall give CC adequate notice – **at least forty-eight (48) hours** to secure another place for the dog.

ADOPTER'S INITIALS: _____

7. If adopting a puppy, and it is too early to spay or neuter, Adopter agrees to spay or neuter, the puppy no later than the following date and **send documentation to CC.**

Date:: _____ **ADOPTER'S INITIALS:** _____

8. If the dog is lost, stolen or deceased, Adopter shall **immediately notify CC.**
9. Adopter will not allow the dog to be used for medical or experimental purposes.
10. Adopter will not leave the dog in the care of an individual or individuals who by age and/or mental capacity are not capable of responsibility attending to the dog.
11. Adopter shall treat the dog humanely, particularly with respect to the provision of adequate food, water and shelter. Adopter will never physically or emotionally abuse the dog; nor will Adopter let any other person or animal physically or emotionally abuse the dog.

12. Adopter shall never leave a dog unattended in a car.
13. Adopter shall not keep the dog outdoors for extended periods of time, always considering the weather and the dog's general health and safety. It is clearly understood that the dog is an indoor companion. Inside housing is to be provided at all times; at no time will the dog be housed out of doors.
14. Adopter shall not chain or tie the dog for an unreasonable period of time (in excess of one hour; less if weather is hot, cold or inclement), and never without abundant moving space. Dog shall never be left outdoors without responsible human supervision at all times.
15. Adopter shall provide routine emergency veterinary care as needed. Booster Vaccinations shall be administered per a veterinarian's recommendations with a routine yearly examination.
16. The dog is being adopted as a companion only. Adopter shall not use the dog for guarding, protection or breeding purposes.
17. CC may make inquires about and/or examine the dog at any time, upon reasonable notice to Adopter. Adopter shall not withhold CC access to the dog or the dog's medical records. Adopter shall promptly respond to any CC concerns and status and condition of the dog.
18. If Adopter resides in housing which is rented, Adopter shall obtain permission from the landlord prior to the dog's placement with Adopter. A copy of the lease approving pets in the rental housing will be acceptable.
19. Adopter understands that adopted dogs typically will require time to adjust to their new homes and surroundings. This includes attitude and housebreaking adjustments.
20. Adopter will notify CC of any change of address or location where the dog is being kept.
21. In the event that CC determines, in its sole discretion, that Adopter is not providing adequate food, shelter, veterinary care or is otherwise in breach of any of its obligations herein, CC shall be entitled to take back the dog and make appropriate arrangements for the dog's care and/or re-adoption. Should such an event occur, the donation made by Adopter shall be forfeited.
22. It is expressly understood by and between the parties that CC makes **no representations or warranties about the dog whatsoever**, including the following:
 - Health, temperament, intelligence or compatibility with any other person(s), animal(s), or thing (s).
 - The dog's ability to reasonably adjust to Adopter's home.
 - Previous ownership of the dog.
23. It is expressly understood by and between the parties that CC may have little or no information or records for the dog or about the dog's history. Adopter agrees to adopt although little or no information has been provided to Adopter. Adopter expressly understands that the dog is adopted **AS IS**.

24. Adopter expressly understands that the dog is adopted. Adopter shall not hold CC liable or responsible for any medical care or treatment for the dog.
25. Adopter expressly agrees to indemnify and **hold harmless** CC and any of its Agents, representatives and volunteers for and against any and all manner of actions and causes of actions, suits, debts, dues, accounts, bonds, covenants, agreements, judgments, claims and demands whatsoever arising from or relating to the adoption, placement and/or passion of the dog.
26. Adopter expressly agrees to indemnify and **hold harmless** CC and any of its agents, representatives and volunteers for and against any and all damage and/or injury caused by the dog to any other person(s), animal(s), or thing(s).

(We provide 3 weeks of evaluation for each Cherished Cocker adopted for the adopter to make sure their new pet is a good fit. At any time during the first three weeks, if the adopter determines the dog is not a good fit for any reason, the dog is to be returned to Cherished Cockers Rescue and a full refund of the adoption donation will be given. After three weeks, per contract if the adopter is unable to keep the dog, he/she will be returned to the rescue however the adoption donation is not refunded.)

This is a legally binding contract. No provisions of this contract may be altered, modified or in any way changed unless the same be in writing. This contract contains the entire agreement by and between the parties.

I have read and fully understand this contract, and **I Agree** to fully abide by all the conditions, promises, terms and covenants I have made.

Adopter's Signature: _____

Adopter's Printed Name: _____

CC Authorized Representative's Signature: _____

Date: _____

Form adapted from Cocker Spaniel Adoption Center