



ADOPTION*CONTRACT FOR

DOG'S NUMBER

DOG'S BIRTH DATE _____ MICROCHIP NUMBER: _____

This agreement entered into this _____ day of _____, 20__, by and between Heartland Golden Retriever Rescue, Inc., hereinafter "HGRR," and the applicant and co-applicant (if appropriate) identified in the separate application (four pages) submitted to HGRR, hereinafter the ADOPTER (and co-adopter, if appropriate), for the adoption of the above identified Golden Retriever dog.

TERMS AND CONDITIONS

1. The adopter agrees to pay HGRR an adoption fee of \$ _____ which is refundable within fourteen (14) days if the adopter personally returns the living dog to HGRR and releases HGRR of any further liability.
2. The adopter agrees to provide the dog with a good and safe home with proper care and attention. The dog is not to ride loose in the back of pick-up trucks, is not to be chained, or to be contained by hidden fences. The dog is not to be a purely outside pet. When the dog is outdoors it shall be provided protection from the elements by a dry, insulated, draft-free house. It is further agreed the dog shall be provided with shade from the sun and adequate food and water.
3. The adopter agrees this dog will be examined by a licensed veterinarian at least once each year and will receive adequate vaccinations and treatments to ensure good health. The adopter understands that HGRR recommends that this dog be taken to the adopter's regular veterinarian within three (3) working days from the date of adoption.
4. In the event HGRR discovers the inhumane treatment of this dog, it is agreed HGRR has the right to immediately take possession of dog upon written notice to the adopter at the residence of the dog. It is understood and accepted by the adopter that home visits may be conducted by a person representing HGRR, to check on the welfare of the above named dog.
5. HGRR makes no warranties or statements regarding the dog's health or temperament. It is agreed and understood by the adopter that while every effort is made to provide accurate history and assessment of a dog, HGRR does not warrant a dog regarding medical status or behavior or disposition. It is further agreed that environmental changes may effect and change the temperament of the above named dog and that HGRR has no liability or responsibility of any nature regarding later defects with the dog, or injuries or damage to any person or property which may be caused by the dog. The adopter agrees to release, indemnify and hold harmless HGRR and its members or representatives against any and all claims for any injury or property damage to the adopter or anyone else related in any way to this dog.

*The use of the term "adoption" in this Agreement and elsewhere by HGRR is not intended to guarantee nor imply that the terms, rights, responsibilities or other circumstances of this transaction are similar to the "adoption" of a child. Under Tennessee law, all types of dogs are considered personal property. **However, this transaction is NOT a sale, gift, nor a lease of the dog. All dogs remain the exclusive property of HGRR and must be returned to HGRR immediately upon request.**

6. In the event it is determined by either a HGRR representative or the adopter that the dog should not remain with the adopter, it is agreed the dog shall be returned to HGRR (or its appointed agent) by the adopter. No refund will be given after the initial fourteen (14) days. **The dog may not be transferred to another owner without the express written consent of HGRR.** If euthanasia becomes necessary, it is agreed this will be performed by a licensed veterinarian, and that the dog will not be turned over to a Humane Society or Animal Shelter for this service. HGRR is available for consultation, advice and assistance in this and all other areas pertaining to the health, training, compatibility etc. of the adopted dog. **It is expressly understood and agreed that the dog remains the property of HGRR at all times, and that the dog shall be returned to HGRR (or its appointed agent) by the adopter upon HGRR's written notice to the adopter at the residence of the dog.**

7. The adopter agrees to not violate any laws or ordinances with the dog.

8. It is agreed and understood by the adopter and HGRR that this written agreement, consisting of two (2) pages, together with the Notice of Animal Behavior Risk, Release of Liability and Agreement to Indemnify, consisting of one (1) page, sets forth all promises, agreement, conditions, and understanding between them, oral or written, and that both parties have fully read and understand all of the agreement.

9. This agreement shall inure to the benefit of and be binding upon the adopter and HGRR and their successors or beneficiaries.

10. In the event this contract, including all its covenants and conditions are breached by the adopter it is agreed the adopter shall pay \$1,500.00 as damages. This amount is the best estimate by HGRR as to the costs of a breach of the contract by adopter. Payment of these damages shall not excuse the adopter from returning the dog to HGRR and does not include court costs or attorney's fees as set forth.

11. In the event of the employment of an attorney by HGRR on account of any violation of this agreement, it is agreed the adopter shall pay HGRR's attorney's fees and court costs as may be reasonably necessary.

12. In the event of any dispute concerning the possession, ownership, or welfare of the dog, the adopter expressly acknowledges and agrees: (a) that the dog is a unique and irreplaceable item of property belonging to HGRR, (b) that monetary damages cannot fully compensate HGRR for the loss of possession or control over the dog, (c) that irreparable harm will ensue to HGRR or to HGRR's property unless the dog is immediately returned to HGRR, (d) that HGRR has no adequate remedy at law other than immediate recovery of the dog by prejudgment attachment or replevin, and, (e) that HGRR shall be entitled to prejudgment attachment or replevin to recover possession of the dog under this agreement without posting of any bond or security, and without prior notice to the adopter or hearing.

13. This agreement is to be construed under and according to the laws of the State of Tennessee.

14. Any legal action under this agreement, related to the dog, or between HGRR and the adopter, shall be brought in the courts of Knox County, Tennessee.



RELEASE OF LIABILITY AND INDEMNIFICATION

15. In consideration of HGRR allowing me to adopt this dog, and recognizing that it is impossible to reliably predict the behavior of any animal, I promise and agree to be solely responsible for this dog and to indemnify and hold harmless HGRR's members and volunteers from any and all claims of liability for the conduct of this dog on or after the date of this agreement. The undersigned further agrees and intends that the release of liability and indemnification shall apply to all known, unknown, and unanticipated damages resulting from my fostering, adoption, ownership, or control of such dog.

IN TESTIMONY WHERE the adopter and HGRR have set their signatures on this the date first above written.

Heartland Golden Retriever Rescue, Inc., by:

(signature)

Name: _____

Office: _____

ADOPTER:

CO-ADOPTER (if any):

(signature)

(signature)

Name: _____

Name: _____

