



Carolina Border Collie Rescue

Adoption Agreement

This Agreement ("Agreement") is made and entered into on this _____ day of _____, 20____, by and between Carolina Border Collie Rescue ("CBCR") and the following individual(s), hereinafter "Adopter":

Adopter _____ **Adopter** _____

Telephone # _____ **Telephone #** _____

e-mail address _____ **e-mail address** _____

Street Address _____

City _____ **State** _____ **ZIP** _____

WHEREAS Adopter wishes to adopt, and CBCR wishes to place for adoption, the following dog:

Name _____ **Color** _____

Breed _____ **Sex** _____ **Age** _____

Date of Birth or estimate _____ **Altered Yes / No***

Tattoo / Microchip # _____ **CBCR tag#** _____

*Adoption of an unaltered dog. Adopter agrees to have the above identified dog neutered/spayed by _____ (mm/dd/yy). There will be no reimbursement of the neutering/spaying fee to the adoptive home. There will be a \$300 deposit paid to CBCR at time of adoption and refunded to adopter at time of receipt of proof of spay/neuter. Proof of spay/neuter is to be provided to the foster home no later than one week following the surgery. This is a material term of this Agreement and failure to comply will result in the dog's immediate return to CBCR and Adopter shall have no further rights in said dog.

TERMS OF ADOPTION

1. Adoption Fee: Adopter agrees to pay the sum of \$ _____ for the adoption of said dog.

2. Care of Our Rescues: It is acknowledged that CBCR rescue dogs have already been through enough heartache in their lives. While Adopter could obtain a dog from another avenue without the restrictions contained in this Agreement, Adopter wishes to and does freely and knowingly enter into this Agreement with CBCR to adopt a rescue dog. Dogs adopted from Carolina Border Collie Rescue shall not be used for animal research or experiments, breeding, attack training, dog fighting, as food for consumption by humans or other animals or for animal sacrifices. Additionally, the dog shall not be tethered for more than three hours in a 24 hour period in a manner that endangers the animal's welfare, life or health, confined exclusively outdoors for extended periods of time, abused, neglected, given, sold or otherwise transferred to another owner or rescue group, or otherwise abandoned in any manner.

_____ adopter's initials

Repeated reports of the dog running loose shall be deemed evidence of improper care/neglect. Adopter further agrees not to crop the ears, dock the tails, or debark an adopted dog. It should be understood that any dog may bite if provoked. Adopter also understands that no one can predict how a dog will react to an individual. Therefore, Adopter will use due caution when allowing any person to be near this dog, and will never allow any person to threaten, squeeze, poke, step on, or otherwise pose a perceived threat to this dog.

3. Adoption Fee Refund: The adopted dog may be returned to CBCR within two weeks of the date of adoption for full refund of payment if Adopter is not satisfied with any aspect of the adoption. After two weeks from the above date, no refund will be given even if the dog is returned to CBCR.

4. Transfer of Ownership: The adopted dog may **not** be transferred to any other person or organization for any reason. The Adopter agrees that he/she is not acting as, or in part of, any, agent in the adoption of this dog, and that Adopter shall not sell, give away, or otherwise transfer this dog to any other person, agent, organization, or pet store. If Adopter is forced to or elects to relinquish custody of the dog at any time, said dog shall be relinquished **only to CBCR**.

5. Reimbursement: There will be no reimbursement for any expenses incurred by Adopter for the adopted dog, even if it is returned to CBCR.

6. Health and Welfare Program: Adopter shall care for the adopted dog humanely, including but not limited to providing adequate food, shelter, water, **monthly** heartworm preventative for the life of the dog, treatment for prevention of internal and external parasites, fleas, ticks, and routine and emergency veterinary care. A routine vet exam is required once a year along with recommended vaccinations. The dog will be licensed in accordance with the laws in the jurisdiction in which s/he resides. The dog is to be exercised in a fenced area or on a leash or supervised off leash.

7. Reservation of Rights: CBCR reserves the right to examine, make inquiry, and to request updates about said dog at any time. If the terms and conditions of the Adoption Agreement are not upheld in the sole discretion and determination of CBCR, CBCR reserves the right to terminate the Agreement and to reclaim the dog.

8. Notifications: Adopter agrees to inform CBCR of any address change within seven (7) days of said change. The Adopter shall also inform CBCR of the dog's death as well as the cause of death.

9. Permissions: Adopter grants permission for CBCR to discuss this dog with Adopter's veterinarian. Adopter also gives his/her current and/or past veterinarian permission to release any and all medical information to CBCR about this dog.

10. Indemnities: CBCR makes no representations or warranties concerning the health, temperament and/or previous ownership of the dog. Adopter understands that CBCR shall not be liable for any medical care or treatment of the dog. Adopter agrees to indemnify and hold harmless CBCR and/or their representatives, 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 out of or relating to the adoption, placement, and/or possession of the dog.

11. Return Check Charge: There will be a \$25.00 charge on all returned checks submitted by the Adopter.

12. Revisions: Changes, additions, or any other alterations of this Agreement **MUST BE IN WRITING** and signed and agreed upon by **ALL PARTIES INVOLVED**.

_____ adopter's initials

13. Forum Selection Clause: The parties agree that the laws of North Carolina will govern the interpretation and enforcement of this Contract, and all parties hereby consent to the exclusive jurisdiction of the courts of Wake County, NC for resolution of any disputes, controversies, or claims related to this Agreement.

14. Failure To Honor Agreement: CBCR reserves the right to repossess the dog in the event of violation of this Agreement. Any and all reasonable expenses incurred by CBCR to enforce this Agreement, including but not limited to expenses to repossess the dog, such as medical and boarding expenses, and legal fees and court costs shall be the obligation of the adopter.

15. Consent To Use Adoption Day Photo: I grant CBCR permission to use and share an Adoption Day photo of myself and/or my family on its social media sites/pages without payment or other consideration. I understand no names or locations will be disclosed. (Please initial) Yes___ No___

I have read this entire agreement, and do hereby understand it and agree to abide by it.

Adopter Signature

Date

Driver's License Number/State Show ID

Adopter Signature

Date

Driver's License Number/State Show ID

Agent for CBCR Signature

Date

Agent for CBCR Printed Name

CBCR Agent Address _____

CBCR Agent E-mail _____