

# Adoption Contract

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THIS ADOPTION CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between American Bullmastiff Association Inc., Rescue Service, (hereinafter referred to as Rescue Service), and \_\_\_\_\_ (hereinafter referred to as Adopter, whether one or more persons). WHEREAS, in order to protect the breed of BULLMASTIFF the Rescue Service does accept for placement from individuals, animal shelters, humane societies, and other persons and entities, BULLMASTIFFS which are homeless, and WHEREAS, the Rescue Service does attempt to place such dogs where possible in suitable homes in consideration for the payment of a fee determined in each case; NOW, THEREFORE, it is agreed as follows:

1. Rescue Service does agree to place for adoption the following described BULLMASTIFF (hereinafter referred to as dog) with the Adopter:

NAME OF DOG: \_\_\_\_\_ SEX \_\_\_\_\_  
SPAYED/NEUTERED: YES \_\_\_\_\_ NO \_\_\_\_\_ COLOR: \_\_\_\_\_  
RABIES TAG NO. \_\_\_\_\_ MICROCHIP NO. \_\_\_\_\_  
TATTOO NO. \_\_\_\_\_ APPROX. AGE OF DOG \_\_\_\_\_  
ORIGIN OF DOG: \_\_\_\_\_

2. Adopter agrees to pay the sum of \$ \_\_\_\_\_ to defray the costs of the Rescue Service.

3. Adopter agrees the dog will be kept as a home companion and will share Adopter's home being given the same considerations as would a family member.

4. Adopter will not use, nor will he/she allow the dog to be used for any illegal purpose. Adopter agrees that the dog will not be attack or protection trained and will not be used for guard work or in any commercial endeavor.

5. It is expressly understood by the parties to this Dog Adoption Contract that in the case of a dog which has not been voluntarily released to the Rescue Service by its owners and/or which has not been obtained from a governmentally operated or sanctioned entity which is empowered by law to transfer or otherwise dispose of such dog free and clear of any claim of ownership, that the Rescue Service cannot guarantee that it has absolute free and clear title to such dog and that no claim of ownership will ever be made against such dog.

6. In the event that a claim of ownership as discussed in Paragraph 5 above is made against the dog which is the subject of this Dog Adoption Contract, and the Adopter returns such dog either voluntarily or pursuant to an Order of a Court of competent jurisdiction, the fee specified in paragraph 2 above shall be refunded. In no event shall the Rescue service be liable for any costs of any nature whatsoever incurred beyond such fee.

7. If for any reason Adopter is unable to keep this dog for its entire life, Adopter must contact Rescue Service and make arrangements to return dog to Rescue Service at Adopter's expense. Adopter agrees not to sell, give away, or dispose of the dog in any other manner (except euthanasia for medical reasons at the advice of a licensed veterinarian) without prior consent in writing of Rescue Service.

\_\_\_\_\_  
Initials of Rescue Service Representative

\_\_\_\_\_  
Initials of Adopter

# Adoption Contract

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8. Adopter agrees to keep a collar with the dog's current rabies and identification tags on it on the dog at all times.
9. It is expressly understood that the Rescue Service places the dog with no warranty as to the physical condition or temperament of the dog. Adopter accepts this dog as is with all defects, either observable or unobservable, and assumes all risk for such dog from the date of signing of this contract.
10. Adopter agrees to care for the dog in a humane manner, including but not limited to providing water, premium quality food, shelter, exercise and veterinary care, including annual inoculations, for the duration of said dog's life, all in a manner satisfactory to the Rescue Service.
11. Adopter agrees to provide a fenced enclosure constructed of appropriate materials and sufficient height to contain the dog. Adopter agrees that the dog must be protected by being on a leash when outside a fenced enclosure. The enclosure shall be no less than 300 square feet. Under no circumstances is this dog to be routinely tethered as a means of confinement.
12. Adopter agrees that at no time will the dog be transported in the open bed of a pickup truck, or left in a vehicle when the outside temperature exceeds 70 degrees Fahrenheit.
13. Adopter agrees that the dog will be confined in the house when there is no one at home, except for prolonged absences such as vacation when secure and proper care will have been prearranged for the dog.
14. Adopter agrees to two (2) home visitations by a representative of Rescue Service within the first three (3) months following the effective date of this Adoption Contract to determine if the adoption is successful. An annual visitation thereafter will be permitted at the discretion of the Rescue Service.
15. Adopter agrees to notify Rescue Service of any change of telephone number and/or address within two weeks of such change.
16. Adopter agrees to notify Rescue Service immediately by phone in the event this dog is lost or stolen, and at the time of its death. Rescue Service reserves the right to request and receive a veterinarian's "cause of death" statement in the event of the dog's death.
17. The Rescue Service has no knowledge of the temperament/behavior of this dog except as follows:  

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18. Adopter assumes all responsibility for the dog's actions after the effective date of this Contract as first set forth on page one. Adopter agrees to hold the Rescue Service and its Representative harmless; from any and all liability associated with any illness of the dog, or damage or injury caused hereafter by said dog.

\_\_\_\_\_  
Initials of Rescue Service Representative

\_\_\_\_\_  
Initials of Adopter

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19. Should Adopter breach any of the agreements contained in this Adoption Contract, the Rescue Service shall have the right to rescind this Adoption Contract and demand return of this dog. Should Adopter fail to return dog the Rescue Service may seek an Order from a Court of competent jurisdiction for the return of said dog and liquidated damages from Adopter in the amount of \$750.00 in addition to any sum paid for this dog pursuant to this Adoption Contract plus attorney's fees and court costs.

20. This contract is to be governed by the laws of the State of \_\_\_\_\_.

21. The undersigned specifically acknowledges that his/her signature below signifies his/her authority to bind all members of the household to the terms of this agreement.

Binding Effect. Unless otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective heirs, estates, next of kin, executors, administrators, and assigns of the parties.

Entire Agreement. This Agreement contains the entire understanding of the parties in regard to the adoption of the above-noted dog, and there are no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein.

22. THE AMERICAN BULLMASTIFF ASSOCIATION, INC. RESCUE SERVICE CAN NOT VOUCH FOR THE TEMPERAMENT, HEALTH, OR LINE OF THE DOG, OTHER THAN STATED IN THIS CONTRACT, AS THE DOG MAY HAVE BEEN IN AN UNUSUAL SITUATION AND IN MANY CASES WITHOUT HISTORY AND MAY NOT SHOW ITS TRUE NATURE OR HEALTH FOR SOME TIME AFTER PLACEMENT AMERICAN BULLMASTIFF ASSOCIATION, INC. RESCUE SERVICE

\_\_\_\_\_  
Signature of Rescue Service Representative

\_\_\_\_\_  
Signature of Adopter

\_\_\_\_\_  
Address of Adopter

\_\_\_\_\_  
2 Contact Phone Numbers for Adopter

\_\_\_\_\_  
(2) Contact Names of Rescue Service Representative

\_\_\_\_\_  
(2) Contact Numbers of Rescue Service Representative

