

PET ADOPTION CONTRACT

American Bullmastiff Association Inc., Rescue Service

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THIS IS A LEGAL CONTRACT – PLEASE READ CAREFULLY

Adopter's Name _____

Dog's name _____

Address _____

Age ____ Sex ____ Spay/neutered ____

Color _____ Microchip # _____

Home Phone # _____

Rabies tag # _____

Work Phone # _____

Cell Phone # _____

Email Address _____

TERMS & CONDITIONS

The purpose of this Agreement for both parties is to find a good, permanent, quality home for the above dog consistent with the goals of the **American Bullmastiff Association Inc. (Rescue Service, referred to as "ABARS")** to promote the humane treatment of dogs, especially Bullmastiffs, and to combat pet overpopulation. The parties therefore agree as follows:

1. I hereby accept full ownership of the above dog upon payment of a non-refundable adoption fee of \$ _____. I will not sell, give or otherwise transfer ownership or permanent possession of the dog to another party without prior written permission of ABARS. If I cannot or am unwilling to keep the dog, it must be returned immediately to ABARS. I will provide written notice of any change of address or phone number to ABARS within 30 days of any such move or change. I will notify ABARS immediately if the dog becomes lost.
2. I understand that ABARS rescues dogs which were neglected, abandoned and abused. Although ABARS personnel may provide me with some information about the dog, ABARS can never guarantee the health, behavior or disposition of the dog; nor can it guarantee the precise breed. Therefore, I take ownership of the dog "AS IS" and "with all faults." I have had an opportunity, if I so chose, to have the dog examined prior to adoption by a veterinarian or dog behavior specialist of my choice.
3. I agree to provide excellent care for this dog for its lifetime, including but not limited to the following:
 - a. I will keep this dog as an indoor pet, and will not keep it primarily or permanently outside. The dog will not be tied or chained out or left in a fenced area while adult family members are not home. The dog will not be used primarily as a guard dog or for any commercial purpose.
 - b. I will provide fresh water at all times and good quality food.
 - c. I will not allow the dog to ride in an open bed of a pick up truck or similar vehicle.
 - d. I will take this dog to an approved veterinarian within 10 days of signing this Agreement.
 - e. I will obtain a dog license within 10 days of signing this Agreement, and the dog will wear a collar with a valid license and identification will keep the dog licensed at all times. I will keep the license on my dog's collar, which my dog will wear at all times.
 - f. I will provide a regular program of veterinarian care for my pet. I will make sure that my pet receives the routine inoculations, heartworm preventative and rabies as directed by my vet.

- g. I will notify ABARS immediately in the event this dog is lost or stolen, and at the time of its death. I will provide proof of the cause of death when requested by ABARS, which may include a statement from a licensed veterinarian regarding the cause of death.
4. Members of ABARS may make periodic home visit(s) and/or may view the dog and its living environment by video or other electronic means at ABARS's option to check on this dog for the purpose of confirming compliance with this Agreement. I will cooperate in making this dog and its home available for inspection upon request as described in this paragraph.
5. If I fail to strictly comply with paragraphs 1, 2, 3 or 4 above, or if I am convicted of an offense relating to animal cruelty, neglect or abandonment, ownership of the dog shall immediately revert to ABARS; and I must immediately return the dog. ABARS thereafter shall have the right, but not the obligation, to enter my premises without further notice to retrieve the dog, and such entry shall not be deemed a trespass or burglary. I will immediately pay ABARS \$15 liquidated damages (not as a penalty) for each day I fail to return the dog to ABARS under this paragraph. I agree that \$15 per day is reasonable compensation for depriving ABARS of its property and disrupting the purpose of this Agreement to provide a secure, stable, permanent home for the dog, and that the actual damages would be difficult to determine.
6. Adopter understands and agrees that, in the event of a breach of the Agreement by Adopter, ABARS does not have an adequate remedy at law. Therefore, Adopter agrees that equitable relief in the form of a Temporary Restraining Order, preliminary and/or permanent injunction is appropriate in the event that the Adopter attempts to transfer the ownership or custody of the pet in violation of this Agreement.
7. I will indemnify and hold harmless ABARS against all liability and claims for losses and damages to me, my family and other persons or property in connection with the dog, including but not limited to damages from dog bites/attacks and claims of negligence on the part of ABARS. I hereby waive any remedy for damages which is not specifically contained in this Agreement. In the event of legal action arising from this agreement, the losing party shall pay the prevailing party's costs and attorney fees, whether incurred prior to or after legal action is filed.
8. This Agreement is the entire understanding between the parties. The parties are not relying on any prior communication of any kind. This Agreement shall be governed by Ohio law. Any action to enforce or interpret this Agreement must be made in the appropriate court with jurisdiction in Sharon Township, Medina County, Ohio.

I have read, understand and agree to all of the above provisions relating to the adoption of this dog.

Date: _____

Adopter(s)

American Bullmastiff Association Inc.

Signature _____

Signature _____

By its authorized representative

Signature _____