

## Adoption Agreement

This agreement is between National English Shepherd Rescue (NESR), a 501(c)3 corporation with a business address at 10602 Brittney Lane S.E., Olalla, WA 98359

and (adopter/s) \_\_\_\_\_

Residing at: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Alt email/url: \_\_\_\_\_

NESR releases to ownership of adopters the following dog:

Name: \_\_\_\_\_ Sex: M F M(neutered) F(spayed) Age: \_\_\_\_\_

Color/Markings: \_\_\_\_\_

Other description: \_\_\_\_\_

Microchip Type and Number \_\_\_\_\_

Hereafter, "the dog"

Under the following terms and conditions:

**Adopter will never use the dog for any illegal purpose or activity.** Violation of this clause will automatically revert ownership of this dog to NESR.

- 1) **Adopter will maintain the dog in accordance with all applicable laws**, including, but not limited to, licensing, vaccination, leash/at large, and humane regulations. NESR reserves the right to reclaim ownership and custody of the dog in the event the dog is not being maintained in accordance with the law.
- 2) **Adopter will keep identification on the dog at all times**, including any legally mandated license or rabies vaccination tags, and a tag or collar that includes the adopter's direct contact information. Adopter will at no time attempt to conceal the identity of the dog, including, but not limited to, altering or removing any identifying microchips or tattoos or altering the registration information of any microchips or tattoos, without the prior consent of NESR. Adopter will notify NESR of any change to the dog's name.
- 3) **The dog is never to be used for breeding or permitted to conceive or sire a litter.** If the dog is not sterilized at the time of adoption, he/she must be surgically sterilized no later than July 2011 and a copy of the

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veterinary certificate of sterilization provided to NESR no later than two weeks after the date of sterilization surgery. An extension of the date for surgical sterilization may be granted by NESR only if adopter provides the written opinion of a licensed veterinarian affirming that the dog cannot safely undergo sterilization surgery by the required date due to a medical condition. NESR reserves the right to reclaim ownership and custody of the dog and any progeny owned by adopter if adopter fails to have the dog surgically sterilized by the required date, or if the dog is permitted to breed at any time, whether mating is accidental or the adopter's intention. Adopter agrees to provide a deposit in the amount of \$200 US; deposit will be returned by NESR upon receipt of veterinary documentation that the dog has been sterilized.

- 4) **Adopter will provide for care by a licensed veterinarian as needed.** The dog will be maintained in a preventative health program, including necessary vaccinations and parasite control appropriate to the dog, season, and location, and will receive timely and adequate treatment for injury or illness, as determined by a licensed veterinarian. The dog will receive timely humane euthanasia from a licensed veterinarian in the event that his medical condition is untreatable and causing irremediable suffering. NESR reserves the right to reclaim ownership and custody of the dog if NESR determines that the dog is being denied appropriate veterinary care.
- 5) **Adopter will maintain the dog as a companion. Unless specifically waived by NESR, the dog will reside primarily in the same dwelling space as adopter(s).** The dog will not be kenneled or tethered as a primary or constant means of containment, nor deprived of human companionship. The dog will not be confined in any way that poses a danger to itself, people, or other animals. The dog will not be left unattended in a manner that creates a disturbance or nuisance to neighbors or exposes the dog to injury or hazard. The dog will not be maintained in isolation, whether indoors or outdoors. If adopter uses a crate for confinement, the dog will not be confined to the crate excessively or chronically. NESR reserves the right to reclaim ownership and custody of the dog if, in NESR's opinion, confinement or the lack of it constitutes neglect, regardless of any legal threshold for criminal neglect that may apply.
- 6) **Cosmetic surgery:** Unless directed by a licensed veterinarian for reasons related to the health and welfare of the dog cosmetic surgery will not be performed under any circumstances, including but not limited to tail docking, or ears cropped.
- 7) **Transportation:** The NESR dog will not ride in the back of a pickup truck unless in a cage/kennel securely strapped and anchored to the truck bed. The dog shall not remain in any vehicle in extreme heat, with the windows down, or unattended for any amount of time.
- 8) **Adopter will feed the dog a nutritionally adequate diet for the dog's needs.** Adopter will maintain the dog in a healthy body condition, and not permit the dog to become severely underweight or obese.
- 9) **Adopter will provide the dog with supervised physical exercise and mental activity** appropriate to the dog's individual needs, adequate to maintain the dog in a healthy physical and mental condition.
- 10) **Adopter will provide the dog with training appropriate to the dog's individual needs and the adopter's environment.** Adopter acknowledges that NESR makes no representations as to the prior training of the dog. Adopter agrees to follow NESR's specific recommendations for **group training classes, individual professional training, or home training**, as provided: Adopter is responsible for all costs associated with training. Puppies must attend a puppy Kindergarten training class within 6 weeks of adoption.
- 11) **Adopter will consult NESR in the event that the dog displays any undesirable behavior that does not respond to adopter's initial efforts at remediation.** Adopter will not allow aggressive, threatening, disruptive, destructive, neurotic or otherwise aberrant behavior to escalate or develop into an intractable

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problem. Adopter will report any bites or attempted attacks on a person by the dog to NESR within two days of the incident. Adopter will report any actions, citations, warnings or cautions by law enforcement, animal control, or humane enforcement regarding the dog to NESR within two days of the action.

- 12) **Under no circumstances will adopter euthanize the dog for behavioral reasons without prior consultation and consent of NESR.** NESR reserves the right to evaluate the dog prior to any behavioral euthanasia and to reclaim ownership and custody of the dog at its option. Adopter agrees to maintain the dog in a safe and secure manner for no less than two weeks after notifying NESR of the possibility of behavioral euthanasia. If adopter cannot maintain the dog in a safe and secure manner on his/her premises, adopter will board the dog in an appropriate kennel facility at adopter's expense.
- 13) **Adopter will not transfer ownership or long term/permanent custody of the dog to any person without prior consent of NESR.** Any transfer of ownership or long term/permanent custody to another person or entity will require that the new owner tender a new application and contract directly with NESR, and may not include any payment or gain to adopter. Adopter will not abandon the dog or relinquish the dog to any shelter, rescue, pound or other entity. NESR reserves the right to reclaim ownership and custody of the dog and to refuse a transfer of adopter's choosing.
- 14) **Adopter will inform NESR of any changes of name, address, phone number, or email address within 14 days of the change.**
- 15) Adopter will inform his/her heirs of the terms of this contract. **Heirs are bound by the terms of this contract.**
- 16) **Adopter attests that he/she has never been convicted of, charged with, or cited for any violation of a humane or animal welfare law in any place, and has never been convicted of or charged with the abuse or neglect of a child in any place.**
- 17) **Adopter attests that all statements made to NESR, whether verbal or written are truthful and complete.** Adopter has accurately represented his/her intentions and qualifications for adoption at all times, and has made no intentional omissions of relevant information.
- 18) The adopter(s) acknowledge the term "donation" to be defined as follows: "Donation" is not a fee or sale price but a request to adopter(s) to help defray costs of any and all medical expenses, or any other expenses incurred by NESR on behalf of the dog prior to adoption.

In consideration, Adopter(s) tender a donation of \_\_\_\_\_ to NESR.

The adopter(s) hereby acknowledge that NESR has made no representations to adopter(s) which have induced adopter(s) to sign this contract, including but not limited to representations concerning the nature or temperament of the adopted dog. Adopter's understand and agree that upon adoption of the dog, NESR relinquishes all legal and financial responsibility for the dog, except to the extent the NESR has retained rights to take back the dog for breach of this agreement.

### **Breach and Remedies**

This contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its provisions relating to conflict of laws. The parties agree that any legal action arising out of

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or related to a dispute under this contract shall be brought in a court of competent jurisdiction in the State of Washington. Both parties agree to submit to the jurisdiction of the courts of the State of Washington.

NESR reserves the right to reclaim ownership and physical custody of this dog in the event of breach of any clause of this contract, whether or not specifically noted in that clause. Adopter(s) understand and acknowledge that they shall be responsible for reimbursing NESR for any attorneys' fees, costs and disbursements of any nature incurred by NESR to enforce the provisions of this contract, including costs associated with reclaiming ownership and physical custody of the dog.

Upon receipt of the dog, adopter(s) hereby releases NESR, its officers, directors, members and volunteers from any and all claims, causes of action, damages or liabilities whatsoever, in law or equity, which the adopter(s) now has or hereafter may have be reason of any matter arising out of or related to the adoption of the dog. Further, adopter(s) agrees to indemnify and hold harmless NESR, its officers, directors, members and volunteers from any and all claims, causes of action, damages or liabilities asserted by third parties in relation to the adopted dog.

**NESR reserves the right to inspect the condition of the dog and his living conditions at any time on three days verbal notice to adopter.**

Agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_

Adopter (print name) \_\_\_\_\_

Sign: \_\_\_\_\_

Adopter (print name) \_\_\_\_\_

Sign: \_\_\_\_\_

NESR Representative (print name) \_\_\_\_\_

Sign: \_\_\_\_\_

**Please Note: NESR is committed to you and your NESR dog for the life of your dog. While you are required to contact NESR if you are unable to keep your dog, NESR may also be able to assist you if your dog requires non-routine medical treatment that you cannot afford. Please contact NESR to find out more about our medical assistance fund.**

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