

FOR THE LOVE OF DANES RESCUE SOCIETY

Adoption Contract

This contract is made this _____ day of _____ in the year _____, by and between *For the Love of Danes Rescue Society* and _____ hereinafter referred to as the "Adopter." The Adopter hereby understands, promises, and agrees that in receipt of this Great Dane to forever release, discharge and covenant to hold harmless *For the Love of Danes Rescue Society* and by other person, firm, or organization charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors, and assigns from any and all claims, damages, and costs, expenses, loss of services, actions and causes of action belonging to the said Adopter, arising out of any act or occurrence from the present time and particularity on account of the adoption of:

Name: _____ Microchip/Identification Number: _____

Sex: _____ Color: _____ Date of Birth/Approximate Age: _____

Hereinafter referred to as the "Great Dane."

The Adopter hereby declares that neither representations about the nature of the adopted Great Dane, nor any representations regarding the nature and extent of legal liability or of financial responsibility have induced the Adopter to sign this contract.

In consideration of a donation in the amount of \$_____, the Adopter acknowledges the provisions as defined:

1. Donation:

The donation is not a fee or sale price. It is a request to defer or reimburse *For the Love of Danes Rescue Society* for any and all medical expenses, or any other expenses incurred by *For the Love of Dane Rescue Society* to consider the Great Dane for adoption.

2. Collars and Tags:

The Great Dane shall at all times be required to wear a nylon, or other suitable fabric, belt buckle collar with the rabies tag, identification tag (displaying the home address and the appropriate animal license for the locale). The chain collar (often referenced as a choke chain or referred to as training chain) will only be used to walk the Great Dane on a leash. The Great Dane will NOT wear a pinch (cleat/prong) collar or any similar article around the neck for the purpose of any basic training, any basic correcting, or for permanent use of identification tags. The pinch (cleat/prong) collar is only to be used to correct a behavior problem, which is an isolated incident, and only under the guidance of a professional dog trainer, and then not to be used for any other reason.

A leash is required when the Great Dane is taken out in a public area which enforces a leash law, any area which requires total control over the Great Dane at all times, and any area which requires the Great Dane to be leashed at all times when walked in a residential area.

3. Transfer of Ownership:

The Great Dane shall not be sold, given to, or adopted to anyone else, nor shall there be any transfer of ownership to any firm, corporation, or organization of other homeless animals, such as another rescue facility, or research facility. The Great Dane adopted from *For the Love of Danes Rescue Society* must be returned to *For the Love of Danes Rescue Society* if, for any reason, the Adopter can no longer keep it. Violation of this agreement will result in court costs and attorney fees payable by the Adopter if necessary for *For the Love of Danes Rescue Society* to redeem the Great Dane.

4. Training:

The Adopter promises that under no circumstances will the Great Dane be trained to develop a dual personality, as defined: no protection, attack, schutzhund, or guard Great Dane training is permitted. The Great Dane will not be encouraged to show any aggressive or agitated behavior. The Great Dane will be a family member only and only participate in: good citizen, basic obedience, search and rescue, therapy Great Dane training, or service Great Dane training. The Great Dane will not be maintained as property or for the purpose of being a deterrent or threat due to size, appearance, or display and encouragement of territorial behavior.

5. Environment:

The Great Dane shall reside indoors, in the Adopter's home, and live as a family member and companion only. The Great Dane will not be kept outdoors during the Adopter's working hours, or at any other time will the Great Dane be left alone outdoors while the Adopter is not at home. The Great Dane may be confined to a room such as a bedroom or basement or any other room of adequate size and protected from the elements of weather. The Adopter is not to expose the Great Dane to harmful objects, poisons, or other living creatures that may endanger the Great Dane's life.

The Great Dane may be crated for no longer than eight (8) hours in a twenty-four (24) hour period of time. The crate must be large enough for the Great Dane to stand up in naturally, and turn around in naturally. The crate must also have a proper floor in the crate for the Great Dane to lie comfortably on its side in a natural position. An outside shelter, such as a dog house, is not acceptable as a residence for the Great Dane. A shelter/dog house may only be used when needed in extreme heat, cold, or rain when the Great Dane is let out into the yard for short periods of time and only when the Adopter is at home.

8. Important Notice of Temperament:

For the Love of Danes Rescue Society makes no explicit or implicit guarantees in reference to the health and/or temperament of the Great Dane. The Great Dane is adopted "as is" and the Adopter assumes all responsibility for treatment of any and all existing conditions or any other conditions of physical or temperament changes that may occur. *For the Love of Danes Rescue Society* will provide the Great Dane with the basic vaccines before adoption if the age and current health of the Great Dane permits. While *For the Love of Danes Rescue Society* makes every effort to place only healthy animals, *For the Love of Danes Rescue Society* cannot guarantee the health of any animal and shall not be held responsible for any medical expenses which may be incurred, hereby expressly excluding any implied or express warranties of merchantability or fitness for any particular purpose, including, without limitation, any warranties regarding health, temperament or whether the animal is housebroken.

11. Transportation:

The Great Dane will not ride in the back of a pickup truck under any circumstances including those, such as in a cage/kennel, or tied. (Crating or kenneling for transportation for **emergency** medical care is permitted) The Great Dane shall not remain in any vehicle in extreme heat, with windows down, or in extreme cold or unattended in any vehicle, for any amount of time.

12. Adequate Fencing:

The Adopter agrees that the definition of an adequate fence is a fence that encloses a yard or a large pen, larger than an outdoor kennel. An adequate fence is one that prevents the Great Dane from getting out of the area by jumping, digging, or exiting through gates not properly secured. The fence will prevent any other animal from entering the property the Great Dane lives on and will be secure enough to prevent intruders or small children from easily gaining entry. The adequate fence does not include a split rail, electric, or invisible fence (except in limited circumstances to be determined by *For the Love of Danes Rescue Society*). A shock or electric collar is not acceptable. A kennel environment is not acceptable for housing, safety, or the emotional well being of the Great Dane. If the Great Dane is able to jump over, or dig under the fence it is no longer an adequate fence and must be repaired by raising it from its original height to six (6) feet or sealing any and all weak spots immediately. This decision on whether a home is adequately fenced will be made by *For the Love of Danes Rescue Society*, not by the Adopter.

13. *For the Love of Danes Rescue Society* Reservation of Rights:

For the Love of Danes Rescue Society reserves the right to follow up on this adoption, to inspect the animal and where the animal is kept for the sole purpose of determining compliance with the terms of the within contract by making a personal visit to the premises of the Adopter at anytime during the entire life span of the Great Dane. If the terms and conditions of this contract are not upheld by the Adopter and/or any misrepresentations have been made by the Adopter, *For the Love of Danes Rescue Society* reserves the right to terminate this contract and the Adopters agree to allow a representative of *For the Love of Danes Rescue Society* to reclaim the Great Dane without notice or refund. The Adopter further agrees to pay liquidated damages in the amount of fifty dollars per day for every day that the Adopter fails to comply with the agreement terms or fails to willingly surrender the Great Dane at time the incident becomes knowledge to *For the Love of Danes Rescue Society*.

For the Love of Danes Rescue Society's reservation of rights also includes not adopting a Great Dane into an area or environment that may endanger the life of the Great Dane, which includes relocating with the Great Dane after the adoption agreement. If the Great Dane becomes lost, seriously injured, and/or permanently disfigured, or for any reason the Great Dane dies *For the Love of Danes Rescue Society* must be notified immediately.

14. Adopter's Acknowledgment of Terms:

I hereby acknowledge receipt of the above described animal and therefore agree to the following terms:

- A. The Great Dane is not to reside anywhere without a fenced yard, except with *For the Love of Danes Rescue Society's* permission.
- B. The Great Dane will not be chained to a dog house or chained outside to any type of object or outbuilding.
- C. The Great Dane is not to live in a garage, dog house, or any type of outbuilding.
- D. Shelter from weather must be provided for the Great Dane at any time that the Great Dane is outside if the weather is extreme heat, extreme cold, or any other weather conditions that may endanger the health of the Great Dane.
- E. The Great Dane is not to remain solely in a crate while indoors, only while the Adopter is not at home, if at all, and not for more than eight (8) hours a day.
- F. While the Adopter is at home, the Great Dane is not to remain solely in one room, not to be confined to either the crate or a room, and must have free roam of the house as a family member.
- G. The Great Dane is not to be left with small children at anytime when unattended by an adult.
- H. The Great Dane shall not be trained, encouraged, nor misrepresented for the purpose of protection, aggression, or any aggravated display of behavior.
- I. The Great Dane is to have adequate food, water and shelter at all times.
- J. The Adopter shall refrain from physical abuse of the animal and from otherwise treating the animal in an inhumane manner.

15. Change of Address and Notification:

The Adopter agrees to notify *For the Love of Danes Rescue Society* of any change of address or change of environment that will affect the Great Dane no more than ten (10) days prior to such change. The Adopter further agrees to notify *For the Love of Danes Rescue Society* of any incident involving animal control and/or complaints arising from said ownership of the Great Dane.

16. Costs of Enforcement:

Should it become necessary to take action to recover an adopted Great Dane or otherwise enforce the provisions of the adoption contract agreement, the undersigned Adopter(s) will be responsible for all court costs and all attorney fees representing either the Adopter or *For the Love of Danes Rescue Society*.

17. Right of Ownership:

The Great Dane adopted from *For the Love of Danes Rescue Society*, is the "sole property" of *For the Love of Danes Rescue Society*, (until placed for adoption at which time it will become the sole property of the Adopter) and has been surrendered as such by private owners or animal facilities that have signed a statement agreeing that the above mentioned Great Dane is not owned property of any other person, firm or organization. *For the Love of Danes Rescue Society* shall not be held liable, charged, or chargeable for any misrepresentations unknown to *For the Love of Danes Rescue Society*.

Contract Acceptance:

Adopter's Full Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Home Phone: _____ Work Phone: _____

Signature(s) of Adopter(s) _____

Signed this ____ day of _____, 20__

Signature(s) of For the Love of Danes Rescue Society

Authorized Representative

Authorized Representative

Signed this ____ day of _____, 20__