



S'Wheat Rescues & Adoptions, Inc.

ADOPTION CONTRACT

10101 E. State Rte. 150, Kansas City, MO 64149 • 816.506.7283
rescue@wheatenterrierrescue.org • www.wheatenterrierrescue.org

WHEREAS, S'Wheat Rescues & Adoptions, Inc. (hereinafter "Rescuer") has rescued and owns the following dog (hereinafter "dog"):

Name: _____ Breed: _____

Color: _____ DOB: _____ Sex: Male Female

WHEREAS, _____

(hereinafter "adopter") desire(s) to adopt Dog as a pet and companion.

WHEREAS, Adopter understand that an adoption fee will be charged in regards to this adoption and this fee will be due prior to the transfer of ownership of said Dog to the Adopter.

NOW, THEREFORE, in further consideration of the facts and mutual covenants hereinafter set forth, the parties do hereby mutually agree and contract as follows:

1. Release from Liability: Adopter understands, promises and agrees to forever release, discharge and covenants to hold harmless rescuer, rescuers heirs, administrators, executors, successors, and assigns from any and all claims, damages, costs, expenses, loss of services, actions and causes of action belonging to said adopter, arising out of any act or occurrence from the present time and particularity on account of the adoption of dog. This clause will also release rescuer from any liability from dog bite injuries.

2. No Representations: Adopter hereby declares that no representations about the nature, condition or health of Dog nor any representations regarding the nature and extent of legal liability or of financial responsibility have induced Adopter to sign this contract.

3. Health/Temperament Disclaimer: Rescuer makes no explicit or implicit guarantees in reference to the health and/or temperament of Dog. Dog is adopted AS IS and Adopter assumes all responsibility for treatment of any and all existing conditions or any other physical or temperament-related conditions that may occur in the future. Rescuer will provide Dog with the basic vaccines and sterilization before adoption. Adopter understands that, while Rescuer makes every effort to place only healthy animals in a new home, Rescuer cannot guarantee the health of any animal and shall not be held responsible for any medical expenses that may be incurred by Adopter. Rescuer expressly excludes any implied or express warranties of merchantability or fitness for any particular purpose, including but not limited to, any warranties regarding the health or temperament of Dog.

4. Transfer of Ownership: Dog shall not be sold, given to, or adopted to another person, organization or any other entity including, but not limited to, a family member, a friend, rescue facility, research facility, or shelter. Dog must be returned to Rescuer if, for any reason, Adopter can no longer care for or retain ownership of Dog. In the event of the death of the adopter, Rescuer must be notified. If there is a family member who would like to adopt dog they must fill out an adoption application and be screened. Rescuer retains right to reclaim Dog if, in Rescuer's opinion, alternative home is not a suitable environment for Dog. In the event that the dog is to be returned to Rescuer, any shipping/transportation fees will be at the sole expense of Adopter. Violation of this agreement will result in court costs and attorneys fees payable by

Adopter if legal action is necessary for Rescuer to redeem Dog. Adopter understands that there will be no refund of adoption fees in the event that the dog is returned to rescue, no matter what the reason for such return might be or the amount of time that has elapsed since adoption.

5. Health Program:

- a. **Booster Shots:** Dog shall have distemper, parvo virus, and any other vaccinations deemed necessary for the continued well-being of Dog by a licensed veterinarian;
- b. **Rabies vaccination:** Dog shall have rabies vaccinations as required by law;
- c. **Cosmetic Surgery:** Unless directed by a licensed veterinarian for reasons related to the health and welfare of Dog, cosmetic surgery will not be performed under any circumstances;
- d. **Permission to Contact Veterinarian:** Adopter hereby gives permission and Rescuer reserves the right to verify with Adopter's veterinarian at any time during the life of Dog that the basic health and maintenance requirements are being performed in a responsible and timely manner.

6. Notification:

- a. If Dog becomes lost, Adopter must notify Rescuer within twenty-four (24) hours, seriously injured, permanently disfigured or dies, Adopter must notify Rescuer of such an occurrence within five (5) calendar days. Notification includes all pertinent details regarding the current condition of Dog and the name, address and telephone number of the attending veterinarian;
- b. Adopter must notify Rescuer within five (5) calendar days prior to a change of Adopter's address, telephone number or change of environment affecting Dog;
- c. Adopter must notify Rescuer within five (5) calendar days after any incident involving animal control and/or complaints arising from Adopter's ownership of Dog.

7. Environment:

- a. **Indoors:** Dog will reside indoors, in the Adopter's home, and live as a family member and companion only. Dog will not be kept outdoors during Adopter's working hours, or at any other time left alone outdoors while Adopter or other responsible family member is not home. Dog 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 if needed while Adopter is not at home. Adopter agrees not to expose Dog to harmful objects, poisons or other living creatures on environments that may endanger Dog's life.
- b. **Crating:** Crating is an excellent method of housebreaking a dog. However, crating for excessive time periods or for punishment can produce lasting negative psychological effects in any dog. Therefore, Dog may be crated for no longer than eight (8) hours in a twenty-four hour period of time. The crate must be large enough for Dog to stand up, turn around and lie comfortably on his side.
- c. **Outside Shelters:** An outside shelter such as a dog house is not acceptable as a residence for Dog and may only be used when needed in extreme heat, cold or rain when Dog is let out into the yard for short periods of time under Adopter's supervision;
- d. **Adequate Fencing:** Adopter must provide adequate fencing for Dog if Dog is ever allowed out of doors without being restrained by a leash. Adequate fencing is defined as a fence that encloses a yard or a large pen. An adequate fence is one that prevents Dog from going out of the fenced area by jumping, digging or exiting through gates that are not properly secured. The fence will prevent other animals intruders or small children from easily gaining entry. An adequate fence does not include a split rail, electric, invisible or any fence which delivers an shock to the Dog. A kennel environment is not acceptable for housing, safety or the emotional well being of Dog . If Dog is capable of jumping over, digging under or otherwise escaping the fence, the fence is no longer adequate and must be improved or repaired immediately. The decision as to whether an outdoor area is adequately fenced is determined by Rescuer. If, for any reason, the fence is no longer adequate, Adopter will not leave Dog unattended outdoors for any reason and at any time.

8. Collars and Tags:

a. Pinch and Chain Collars: Adopter agrees that a pinch collar or chain collar (commonly known as a “choke chain” or “training chain”) will only be used for training purposes and will be removed immediately after the end of a training session;

b. Acceptable Collar & Tags: Adopter agrees that Dog shall at all times wear a nylon or leather buckle collar with the rabies tag, identification tag (displaying the home address and phone number of Adopter), and any municipal or county license tag required by law;

c. Leashes: Adopter agrees to use a leash when Dog is taken into a area which is not completely enclosed by fencing. Dog must always be leashed for its own safety and the safety of others.

9. Microchipping: Adopter hereby agrees to microchip Dog within 14 days following execution of this agreement. In some cases Dog may have been previously microchipped and Adopter will be responsible for having microchip transferred to their name within 14 days. **Adopter will list S’Wheat Rescues as the secondary contact on the microchip paperwork and will provide proof of both the microchipping, including microchip # and manufacturer, and that Rescue has been listed as secondary contact on the microchip paperwork.** Adoption may be rescinded at the discretion of Rescue if proof of microchipping has not been received by Rescue within 14 days however, failure to microchip does not alter any of the other terms of this contract.

10. Adopter’s Acknowledgment of Terms: Adopter hereby acknowledges receipt of Dog and further agrees to the following terms and conditions in addition to those set forth above:

a. Dog will not be left with small children at any time unattended by a responsible adult;

b. Adopter will provide Rescuer with the name, address and telephone of the veterinarian attending Dog within five (5) calendar days following execution of this agreement and will notify Rescuer within five (5) calendar days of any change in veterinarians;

c. Dog will have adequate veterinary care, food, water and shelter at all times;

d. Adopter will love Dog and treat Dog in a kind and caring manner and will never physically abuse or otherwise treat Dog in an inhumane manner.

11. Privacy Policy: S’Wheat Rescues takes the privacy of both our Adopters and the people who re-lease Dogs’ to Rescue very seriously. Should any paperwork given to Adopter included the name or other personal information of the previous owner, Adopter agrees to not contact past owner under any circumstances.

12. Rescuer’s Reservation of Rights:

a. Inspection: Rescuer reserves the right to inspect Dog and the premises on which Dog is kept for the sole purpose of determining compliance with the terms of this agreement by making a personal visit to the premises of Adopter at any time during the natural life of Dog.

b. Change in Premises: Rescuer reserves the right to reclaim Dog in the event that Adopter’s premises change or are altered in such a way that may endanger the life or well-being of Dog as determined in the sole discretion of Rescuer.

c. Violation of Agreement., In addition to the reservation of rights described in (a) and (b) above, if the terms and conditions of this agreement are not upheld or violated, in whole or in part, by Adopter and/or any misrepresentations are made by Adopter at the time of adoption of Dog or thereafter, Rescuer reserves the right to terminate this agreement and reclaim Dog from Adopter without notice or refund of the adoption fee.

13. Liquidated Damages: Adopter agrees to pay liquidated damages in the amount of fifty dollars per day for every day that Adopter fails to comply with the terms of this agreement, in whole or in part, or willingly surrenders Dog to anyone other than Rescuer unless Rescuer has consented to such surrender.

14. Costs of Action: In the event that Rescuer must take legal action to reclaim Dog or otherwise enforce the provisions of this agreement, Adopter will pay all travel costs, court costs, damages, and attorneys fees associated with said legal action.

15. Entire Agreement. This is the entire agreement between the parties concerning its subject matter and supersedes all prior negotiations and agreements, oral or written. This agreement consists of four (4) pages. There are no other contemporaneous agreements between the parties relating to the subject matter of this Agreement.

16. ADOPTER AGREES THAT THE CONTRACT CONSISTS OF FOUR (4) PAGES AND IS HEREBY SIGNED, WITH NO ALTERATIONS TO ANY OF THE 16 TERMS OF SAID CONTRACT. ADOPTER UNDERSTANDS AND AGREES THAT ADOPTION CAN BE RESCINDED, WITH NO REFUND OF ADOPTION FEES, IF PROOF OF MICROCHIPPING OR REGISTRATION OF MICROCHIP IS NOT RECEIVED WITHIN 14 DAYS IN ACCORDANCE WITH ITEM 9 OF THIS CONTRACT.

INTENDING TO BE LEGALLY BOUND, the Adopter has executed this agreement with S'Wheat Rescues & Adoptions, Inc. on the _____ day of _____ 20_____.

Adopter(s): _____

Signature(s): _____

Address: _____

Home Phone: _____ Work Phone: _____

Date of Birth: _____ Driver's License No.: _____

Notarization or Witness Signature area:

S'Wheat Rescues Use Only

Contract Sent to Adopter: _____ Completed Contract Due No Later Than: _____

Adoption Fee :\$ _____ Credit: \$ _____

Balance of Adoption Fee Due :\$ _____ Date Received: _____

Notes _____
