

FAERY TAILS CORGI RESCUE OF ST. LOUIS INC.

P.O. Box 190816, ST. LOUIS, MO 63119

E-MAIL: information@corgirescuestlouis.org, PHONE: (573) 243-4955

<http://www.corgirescuestlouis.org>

ADOPTION AGREEMENT

DATE _____ AGENT _____

IN CONSIDERATION of the payment of _____ (\$ _____), the receipt of which is hereby acknowledged as full payment, the undersigned Adopter(s) do hereby release, discharge, and hold harmless FAERY TAILS CORGI RESCUE OF ST. LOUIS INC., and any other person, firm, or corporation including the agent named above, charged or chargeable with liability or damages, their heirs, administrators and assigns, from any and all claims, damages, costs, expenses, loss of services, actions and causes of action belonging to the said Adopter(s) arising out of any act or occurrence from the present time, and particularly of the adoption of:

NAME: _____ SEX: _____ AGE: _____

BREED _____ COLOR: _____

MICROCHIP REGISTRY/# _____ SPAY/NEUTER DATE: _____

For payment of said sum the Adopter(s) hereby declare that no representations about the nature of the said dog, nor any representations regarding the nature and extent of legal liability or financial responsibility have induced the Adopter(s) to make this Release and Indemnity Agreement. That in determining the amount of said sum, there has been taken into consideration age, health, veterinarian services and care of the said dog, up to the present time.

THE UNDERSIGNED ADOPTER(S) hereby agree to abide by the "TERMS OF ADOPTION" as listed below:

1) **RETURN:** If, for any reason, the adoption is not satisfactory to the adopting party, or if the Adopter(s) fail to comply with all the terms and conditions of the agreement, or if any misrepresentations have been made by the Adopter(s) during the entire lifespan of the adopted dog, the dog **MUST** be returned to FAERY TAILS CORGI RESCUE OF ST. LOUIS INC. (hereafter known as "FTCR").

Initial: _____

2) **REFUND:** There shall be a refund of monies* collected by FTCR or its agents if return is made within two weeks from date listed above. This policy is set in consideration of the time and effort of FTCR and its agents; and in considering the commitment and careful thought that the Adopter(s) have taken in the adoption of the rescue dog. Any investment or expenses incurred by the Adopter(s) for the rescue dog from the time of adoption of said dog are the sole responsibility of the Adopter(s). *If a refund of monies is made within two weeks of adoption date written above, \$20.00 will be retained by FTCR in consideration of the time, effort, & expense involved with each adoption. As a donation, it shall be a tax-deductible contribution.

Initial: _____

3a) **TRANSFER OF OWNERSHIP:** Violation of ANY of the "Terms of Adoption" immediately re-establishes and reinstates legal ownership of said dog to FTCR. Legal ownership of said dog is completed by the Adopter(s) only at such time as all "Terms of Adoption" are met as set herein. Legal responsibility for the rescue dog is sole responsibility of the Adopter(s) from the time the rescue dog is adopted by the Adopter(s). This part of the "Terms of Adoption" are made to protect the said dog's welfare, and uphold the "Terms of Adoption" set herein. The rescue dog may not be transferred to any other person, firm, corporation, or organization for any reason whatsoever.

3b) If Adopter(s) are unable to keep the rescue dog, the dog must be returned to FTCT. Adopter(s) agree to be financially responsible to make any/all arrangements and expenses to have dog return to FTCT and/or it's Agent(s) including but not limited to transport/travel, health certificate/required veterinarian care for travel and boarding/care/food to bring dog to FTCT and/or it's Agent(s). FTCT will make a reasonable effort to assist with return of said dog when possible but full responsibility for dog's safe return and incurred expenses remains with the Adopter(s) until dog is in physical possession of FTCT and/or it's Agent(s).

Initial: _____

4) **LOSS:** If the rescue dog is lost or stolen (FTCT will assist you in finding your dog), becomes seriously ill or dies, Adopter(s) will notify FTCT within one week.

Initial: _____

5) **OBEDIENCE TRAINING:** Adopter(s) is required to register said dog for obedience class with a reputable trainer within three weeks of date of adoption, as verified with FTCT. Obedience training is *required*, for adopter to achieve a happy relationship with the animal. Rescue dogs may be used for service work (other than for protection or attack purposes) only with the approval of the FTCT agent and indicated by the agent's initialed notation to this effect. Agent's Initial here: _____

The PRIMARY and ONLY function of a rescue dog is that of PET ONLY. Under no circumstances will the rescue dog be protection, or attack trained, agitated in any manner, or be allowed to be used as a guard dog for any agency, firm, corporation, or organization.

Initial: _____

6) **HEALTH PROGRAM:** The dog will be placed on a regular inoculation and lifelong heartworm preventative program as established by the Adopter(s) veterinarian. The Adopter(s) agree to provide daily food and water of a clean nature, and an indoor crate in the form of wood, metal, plastic, or fiberglass. This crate must be kept clean and dry at all times. Rescue dogs MUST NOT be maintained as outside dogs. Medical care for said dog as needed in the case of illness or injury, are the sole responsibility of the Adopter(s) who agree to provide such care as the need arises during the lifetime of the rescue dog. THE ADOPTER (S) REALIZE AND UNDERSTAND THAT THE FTCT AND ITS AGENTS RESERVE THE RIGHT TO CONTACT YOUR VETERINARIAN FOR INFORMATION CONCERNING THE HEALTH CARE OF SAID DOG FOR THE LIFE OF THE DOG.

Initial: _____

7) **IDENTIFICATION:** Adopter(s) must place identification (personal I.D. and License tags) on said dog, which will remain on the dog at all times.

Initial: _____

8) **CHANGE OF ADDRESS/PHONE:** In the event of a change of address or phone number of the Adopter(s), the Adopter(s) agree to contact FTCT and/or the Adopting Agent within a twenty (20) day period of the move, either by mail, email or by phone.

Initial: _____

9) **RESERVATION OF RIGHTS:** FTCT and/or its Agent(s) reserve the right to follow through on confirmation of information and present and future care of said dog in order to protect the welfare of the rescue dog. Visits to the Adopter(s) home(s) will be conducted at regular intervals as seen fit by FTCT and/or it's Agent(s). FTCT reserves the right to take immediate physical possession of the rescue dog should FTCT and/or its Agent(s) deem the possession of said dog by the Adopter(s) as unsuitable. "Unsuitable" includes, but is not limited to, said dog being maintained outside, lack of fresh food given daily, lack of fresh water available in a spill-proof container 24 hours a day, lack of a crate or lack of an inoculation and lifelong heartworm preventive program as established by Adopter's veterinarian as described under the "HEALTH" section of this Adoption Agreement, lack of REGULAR attention and physical care to include health care, grooming and daily exercise in a secured yard or on a leash, to include any physical or emotional sign of abuse, to include any report from other animal agencies, animal control, rabies control, etc.

Initial: _____

I, _____, agree to turn physical possession of the rescue dog to FTCT and/or its agent(s) should FTCT deem my possession of said dog unsuitable at such time that FTCT shall infer unsuitability

Initial: _____

10) **LIQUIDATION DAMAGES:** As ADOPTER(s), I/WE _____ further agree to LIQUIDATION DAMAGES, to be paid to FTCT in the case of loss of this dog or breach of ANY terms of Adoption Agreement. Liquidation damages in the amount of \$1000.00 (one thousand dollars) are to be paid to FTCT in the event of loss of this dog. *Loss of said dog does not include* accidental loss; theft, serious illness or death providing notification is received by FTCT as set out under the "LOSS" Section of this Adoption Agreement. This clause is to prevent any person from adopting a rescue dog and using said dog for any purpose other than family pet, or giving, selling, trading said dog to any person, individual, firm, business, corporation, organization, including any other animal agencies. I further agree to pay reasonable attorneys' fees along with any court costs should it be necessary to enforce this contract through the court system, whether judgment is for or against FTCT.

Initial: _____

11.) **TRANSFER OF OWNERSHIP AND RELEASE FROM LIABILITY:** This Release is entered into between the undersigned Adopter(s) and the undersigned Faery Tails Corgi Rescue of St. Louis Inc. Volunteer (FTCRV).

Adopter(s) acknowledges that the Dog which is the subject of this agreement has been seen by the FTCTRV and that the FTCTRV has little or no knowledge concerning the background, history, temperament, or previous environment of this Dog. The FTCTRV in no way warrants or guarantees this Dog. The Adopter(s) hereby releases, discharges, and holds harmless the Faery Tails Corgi Rescue of St. Louis Inc. organization, FTCTRV, and any other person, firm, corporation, or association charged with or chargeable with liability including their heirs, administrators, executors, successors and assigns from any and all claims, damages, costs, expenses, loss of services, actions and clauses of actions which the Adopter now has or may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen injuries, property damages, and the consequences thereof resulting from the placement of this Dog with the Adopter(s).

The Adopter(s) further agrees to indemnify the FTCTRV and Faery Tails Corgi Rescue of St. Louis Inc. organization for any and all financial responsibility which may be incurred as a result of this placement, including but not limited to any and all injuries inflicted on anyone or damages caused by the Dog which has been placed in his/her custody for his/her ownership at his/her request.

The Adopter(s) states that s/he is at least 18 years old, with adequate housing for the Dog, including the landlord or homeowner's permission to have a Dog. The Adopter(s) states that this dog will reside in his/her household, as a pet, for the rest of its natural life

The Adopter(s) states that s/he is in full agreement with the Faery Tail Corgi Rescue of St. Louis Inc. "Terms of Adoption".

Faery Tails Corgi Rescue of St. Louis Inc. is in no way responsible or liable for any damage, accident or injury resulting from the placement of a dog in the Adopter's household. Should the Adopter(s) become unable to care for this dog, s/he will contact and return the dog to Faery Tails Corgi Rescue of St. Louis Inc.

Initial: _____

I HAVE READ AND DISCUSSED THIS ADOPTION AGREEMENT IN FULL WITH THE RESCUE AGENT.

Signed _____, 200____
Date

Print Name of Adopter

Print Name of Co-Adopter (if any)

Signature of Adopter

Signature of Co-Adopter (if any)

Driver's License #/State of Adopter

Driver's License #/State of Co-Adopter (if any)

Other Contact in Case of Emergency (name, phone number & e-mail address)

FTCT Representative