



FIRST RESPONDERS ANIMAL RESQ  
*First There, First to Care*

## ADOPTION AGREEMENT

P.O. BOX 2971 Martinez, CA 94553

FRAResQ@gmail.com

First Responders Animal ResQ ("FRAResQ," "we" or "us"), a California non-profit corporation, and \_\_\_\_\_ ("Adopter" or "you"), in consideration of the mutual promises in this Agreement, and other good and valuable consideration, intending to be legally bound by this Agreement, agree to the following:

1. The Dog. We are placing the following described dog (the "Dog") with you, the Adopter, for adoption by you:

Female OR Male \_\_\_\_\_ FRAResQ Tag Number: \_\_\_\_\_

Dog named: \_\_\_\_\_ Microchip #: \_\_\_\_\_

Approximate Age \_\_\_\_\_ Color: \_\_\_\_\_ Microchip Company: \_\_\_\_\_

Spay/Neuter Date: \_\_\_\_\_ Rabies Date: \_\_\_\_\_ 1 year or 3 year

DHPP/DHLPP Date: \_\_\_\_\_ Bordatella Date: \_\_\_\_\_

Heartworm Test Date: \_\_\_\_\_ Neg OR Pos Flea/Tick Treatment Date: \_\_\_\_\_

Known medical conditions (if any): \_\_\_\_\_

2. \_\_\_\_\_ No Warranties. You understand that this Dog was previously unwanted or lost, and was rescued by us from what may have been a dangerous, unhealthy or cruel situation. This could have long-lasting effects on the Dog. You agree that we are making no warranties about the medical condition, temperament, or personality of the Dog.

3. \_\_\_\_\_ Release of Liability. As consideration for being permitted by FRAResQ to adopt the Dog, the Adopter(s) hereby agree that they, their assignees, heirs, distributees, guardians and legal representatives, shall not make a claim against, sue, or attach the property FRAResQ, or any of its affiliated organizations, its directors, officers, employees or agents, for injury or damage resulting from the negligence or other acts howsoever caused by any employee, agent, contractor or representative of FRAResQ or any of its affiliated organizations, arising out of or relating to the adoption or ownership of or acts or actions of the Dog described above. The Adopter(s) hereby release FRAResQ and any of its affiliated organizations, its directors, officers, members, employees or agents, from all actions, claims or demands that the Adopter(s), their assignees, heirs, distributees, guardians and legal representatives now have or may hereafter have for injury or damage resulting from the foregoing activity.

4. \_\_\_\_\_ Indemnification. The Adopter(s) agree to indemnify and hold FRAResQ, and its affiliated organizations, directors, officers, or agents, harmless from any and all losses, claims, damages, costs, attorneys' fees and other expenses, arising out of, or relating to, the adoption and ownership of the Dog, and/or the Dog's actions, including but not limited to, any actions which give rise to a claim or suit for personal injury or property damage by the Adopters, their family, heirs, distributees, guardians or legal representatives, and/or members of the general public.

5. \_\_\_\_\_ Care of the Dog. You agree to provide the Dog with indoor access, fresh water, wholesome food, and adequate attention, affection and exercise. You agree to walk the Dog on a leash, or place the Dog in a protected and enclosed outdoor area. You agree that you will never allow the Dog to roam free unsupervised. You agree to treat the Dog as a household pet, companion and family member, and not to leave the Dog chained, cooped up, or otherwise confined for extended periods of time. You agree never to use the dog for dog fighting or any other "sport" in which one animal is pitted against another and never to beat or taunt the Dog in order to promote aggressive "guard dog" characteristics. You agree that you will never sell or donate the Dog to be used in research, vivisection,

or any commercial activity. You agree to comply with all applicable laws and ordinances relating to the ownership of this dog, including licensing and leash laws. You agree to never allow the Dog to ride unsecured in the open bed of a truck. You will ensure that the Dog wears a collar with identification tags at all times, and that the information on those tags is current.

6. \_\_\_\_\_ Veterinary Care. You agree to have the Dog examined by a licensed and qualified veterinarian within two weeks of the date of this Agreement, and at least once a year thereafter. If the Dog is injured or becomes ill, you agree to seek veterinary care promptly. You agree to keep all vaccinations current, including but not limited to rabies and distemper, and to ensure that the Dog receives preventative medication to protect against heartworm. To the best of our knowledge, we have disclosed to you any known medical conditions of the Dog. However, it is possible that the Dog may have a latent medical condition of which we are currently unaware. You agree to assume responsibility for any health-related condition of the Dog. FRAResQ cannot be responsible for any future veterinary costs for the Dog.

7. \_\_\_\_\_ Transfer; Euthanasia. You agree not to abandon, give away, sell, dispose of, or transfer ownership of the Dog in any way. You agree to notify us immediately if at any time you determine that you no longer want to, or no longer can, keep the Dog, so that we can take the Dog back. You agree that you shall never surrender the Dog to an animal shelter that euthanizes surplus animals. You agree that you shall not euthanize the Dog, except in the case of the Dog's terminal illness or injury, or old age, accompanied by pain and suffering, and in that case the euthanasia must be performed by a licensed veterinarian.

8. \_\_\_\_\_ Lost Dog. You agree to make a serious effort to find the Dog if it becomes lost, by immediately filing a report of the loss to the local animal control authorities, animal shelters, SPCAs, local veterinarians, and local police. In the event of loss, you also agree to post "lost dog" signs, and to contact us for additional advice.

9. \_\_\_\_\_ Dog Park Warning. Adopters acknowledge that there are many dangers inherent in taking the Dog to any public dog park where dogs of all sizes, ages, breeds and temperaments are allowed off leash in a fenced area. Adopter agrees to actively supervise the Dog at all times and not leave it unattended. Dog bites to people and other dogs often happen at dog parks and the Adopter is solely responsible for all behavior of the Dog during any off leash activity. FRAResQ does not recommend taking a new dog to any dog park as the Dog's actions there may be vastly different than at its own home. You wholly assume responsibility for all interactions, accidents or incidents arising out of taking the Dog to a dog park. We have not taken the Dog to a dog park before and cannot predict how the Dog will act in that environment. Adopter agrees to indemnify and hold harmless First Responders Animal ResQ, its Directors, Officers and Members from any and all liability arising from any future incident involving the Dog in a dog park or other off-leash situation.

10. \_\_\_\_\_ Assumption of Ownership. Upon execution of this agreement, you are assuming ownership of the Dog, along with all associated rights and liabilities. You agree that First Responders Animal ResQ, its Directors and Officers, shall not be liable for any claims, legal actions, losses, injuries, damages, costs, expenses or liabilities whatsoever in connection with your adoption and ownership of the Dog.

11. \_\_\_\_\_ Special Considerations Regarding the Dog and Children. The Adopter(s) acknowledge that they must exercise special caution whenever children are present with the Dog. The Adopter(s) specifically acknowledge the following:

\_\_\_\_\_ The Adopter(s) agree to actively supervise the interactions between the Dog and children at all times when children are present. The Adopter(s) shall exercise caution when introducing the Dog to children. The Dog shall be safely confined (using a crate or tie down, etc.) at all times whenever children are actively playing, running, or making loud noises.

\_\_\_\_\_ The Adopter(s) acknowledge that they assume any and all liability arising out of the Dog's interaction with children.

\_\_\_\_\_ The Adopter(s) acknowledges that they have read and understood the following statements regarding dog safety and children:

\* If you have children, or children visit your home, you should NEVER, EVER leave a child unattended with ANY dog regardless of its breed or size and no matter how reliable the dog has been before.

\* Do not let children bother your dog while it is sleeping, eating, chewing on a bone or treat, or when it indicates it wants to be left alone. We recommend that you have a kennel or crate you can put your dog in while it is engaging in these types of activities. Your dog needs a place to go where he will be safe and will not be bothered.

\* Do not let anyone, particularly children, hug, poke or prod your dog, pull its ears, tail or other parts of its body, or lie or jump on your dog.

\* A dog should never be chained outside unattended. If the dog has access to a fenced yard, owners should also make sure that neighborhood children cannot accidentally or intentionally tease him.

\* All children should be taught how to behave around dogs. A child should never approach a strange dog without asking the owner if it's okay to pet the dog. If the child sees a loose dog on the street, he should not approach it even if he knows the dog belongs to his friend. He should tell someone that he saw the dog, but should make no attempt to pat or grab it.

\* Many dogs instinctively equate the high-pitched sounds of children with the distress sounds of prey animals, and they react by biting the child as they would have bitten the prey animal in the wild. Children should not scream or run away, for these actions can result in an attack by the dog.

\* If the dog does not like the children, the children must change their behavior.

\* Obedience training and socialization are absolute musts for a dog who'll be spending time with children. A dog will act according to his instincts if he doesn't receive proper training or if that training isn't kept up through regular practice.

\* Just as children need to be taught how to be well-behaved around other people, they need to be taught to be well-behaved and respectful around animals. They need to learn what kinds of games are appropriate, how to touch the dog properly, how to interpret the dog's body language and when the dog is not to be disturbed.

12. \_\_\_\_\_ Entire Agreement; Modification; Severability; Governing Law; Binding Effect. This Agreement is the entire agreement between you and us, and supersedes any prior understandings between you and us with respect to the subject matter of this Agreement. The only exception to the entirety of this Agreement is the additional contract required for puppies who have not been spayed or neutered as of the date of this Agreement. If the box below is checked, the addition of the Unaltered Dog Contract becomes part of the entire Agreement. No other modification of this Agreement will be valid unless it is made in writing, and signed by you and us. In the event that any part of this Agreement is found to be invalid, that portion of the Agreement shall be severed, and all remaining terms and conditions of this Agreement shall continue in full force and effect. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of California. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors. Unaltered Dog Contract attached.

13. \_\_\_\_\_ Adoption Fee. We require an adoption fee of \$\_\_\_\_\_ for the Dog, to help defray our expenses for the Dog's food and veterinary care. If you decide, for any reason, to return the Dog to us within thirty days of the date of this Agreement, we will take back ownership of the Dog and refund your Adoption Fee in full. After thirty days, the adoption fee becomes non-refundable. \$50 Non-Refundable fee will be assessed for returned checks. We will take back ownership of the Dog at any time in its life if you decide to return the Dog for any reason. The adoption fee does not cover the average expenses per dog. We have a very limited budget, and we would greatly appreciate any donation that you can make in addition to the adoption fee.

ADOPTER(S):

\_\_\_\_\_

Signature and Print Name

\_\_\_\_\_

Address City, State, Zip

\_\_\_\_\_

Home Phone Work Phone Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Adoption Counselor /Home Visit /Volunteer \_\_\_\_\_

Adoption Fee: cash /check/credit card \_\_\_\_\_

Date of Agreement: \_\_\_\_\_