



Rescued Rottweilers United with Friends and Family, Inc.

P.O. Box 4129, Westford, MA 01886

Contract for adoption of a Rottweiler

This agreement is made this _____ day of _____, 2004, by and between Rescued Rottweilers United with Friends and Family, Inc. hereinafter referred to as "RRUFF" and _____ and _____ hereinafter referred to as the "Adopter(s)."

The adopter(s) hereby, understands, promises and agrees that in receipt of this dog to forever release, discharge and covenant to hold harmless RRUFF and by other person, firm or organization charged and 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 adopters, arising out of any act or occurrence from the present time and particularity on account of the adoption of:

NAME: _____ RRUFF#: _____ SEX: _____

COLOR: _____ DOB/APP.AGE: _____

BREED: _____ MICROCHIP#: _____

DISTINGUISHING CHARACTERISTICS: _____

AKC NUMBER (if known): _____

SAMPLE

hereinafter referred to as the "adoptee" or the "dog".

The adopter(s) hereby declares that no representations about the nature of the adopted dog, nor any representations regarding the nature and extent of legal liability or of financial responsibility have induced the adopter(s) to sign this contract.

In consideration of a donation in the amount of \$_____ the adopter(s) acknowledge the provisions as defined:

1. FEE- The donation is not a fee or sale price, but a request to defer or reimburse RRUFF for any and all medical expenses, or any other expenses incurred by the dog to consider the dog for adoption. The tax-deductible donation is non-refundable.

COLLARS & TAGS

_____ (initial) Adopters agree to license this dog with their municipality by _____. The RRUFF dog shall, at all times, be required to wear a nylon or leather belt buckle collar with the rabies tag, ID tag (displaying the home address and phone number) and the county/town license. The collar must be checked regularly to ensure proper fit. The RRUFF dog will not wear a pinch (prong or cleat) collar or any similar article around the neck unless directed by and fitted by a licensed training professional for the purpose of any basic training. At no time is it acceptable to leave the collar on the dog when the dog is unattended. RRUFF requires the adopter have total control over the dog at all times, and requires the dog to be leashed at all times in accordance with federal, state and local laws.

TRANSFER OF OWNERSHIP

The RRUFF dog shall not be sold, given to, or adopted to anyone else, nor shall there be any transfer of ownership to any firm, corporation organization of other homeless animals, such as another rescue facility, or research facility. The dog adopted from RRUFF must be returned to RRUFF if for any reason the adopter can no longer keep it. The adopter is responsible for ensuring that the dog is delivered to RRUFF. Failure to do so is a violation of this agreement will result in the adopter paying to all related legal fees incurred by RRUFF to reclaim the dog.

EUTHANASIA

RRUFF dogs are not to be euthanized without prior approval by RRUFF, except in cases of extreme suffering of the dog where time to contact RRUFF would be excruciating to the dog. RRUFF must be notified immediately afterward and a veterinarian's statement verifying that "delaying euthanasia would have caused the animal unnecessary suffering," must be mailed to RRUFF within 14 days.

TRAINING

_____ (initials) Adopters agree to have completed a basic obedience class with this dog by _____, and provide certificate of completion to RRUFF by _____

The dog will be a family member only and only participate in good citizen, basic obedience, search and rescue, therapy dog training, seeing eye dog training, agility or assistance dog training or any other dog sport not requiring the dog to act in an aggressive manner. The dog will not be maintained as property for the purpose of being a deterrent due to size, appearance, or display and encouragement of territorial behavior. Under no circumstances will the dog be dual-personality as defined: no protection, attack, schutzhund or guard dog training is permitted. The dog will not be encouraged to show any aggressive or agitated behavior.

The RRUFF dog shall reside _____ and _____ is a family member, and companion only. The dog _____ during the adopter's working hours, nor at any time left alone outdoors _____ dog may be confined to a room such as a bedroom or basement or any other room of adequate size, protected from the elements of weather, and not to expose the dog to harmful objects, poisons, or other living creatures that may endanger the dog's life. The dog 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 dog to stand up in, and turn around in as well as having the proper floor of the crate for the dog to lie comfortably on its side. An outside shelter such as a dog house is not acceptable as residence but used only when needed in extreme heat, cold or rain when the dog is let out into the yard for short periods of time and only when the adopter(s) are at home.

HEALTH PROGRAM

The dog shall remain on heartworm preventative as recommended by your veterinarian based on your locale throughout the entire lifespan of the dog. The dog shall also have yearly booster shots for DHLPP and Bordatella (kennel cough). The RRUFF dog adopted as a puppy shall begin heartworm preventative at four (4) months of age when receiving the rabies shot as required by law. The adult RRUFF dog when adopted will be seen by a veterinarian within fourteen (14) days of the adoption date to start the heartworm preventative program and to ensure the dog is free of parasites. RRUFF reserves the right to check with the veterinarian at any time to verify that all the basic health requirements are being attended to. Renewal of the rabies vaccine is required by law and therefore by the terms of this contract. A fecal exam is required at least once a year.

In addition to the minimal health requirements, a veterinarian must be consulted if the dog shows signs of illness, which may include refusal to eat or drink, depression, lameness, difficulty urinating/defecating, discharge from eyes, nose and ear, vomiting, diarrhea, crying excessively, excessive panting, etc.

Because serious health problems arise when a dog is overweight, the adopters understand and agree to maintain the dog's weight at an appropriate level. The RRUFF dog weighed _____lbs at its vet visit on _____. Our veterinarian believes that an ideal weight for this dog is _____lbs. This dog has been eating _____ cups of _____. The adopter will discuss with his veterinarian a feeding schedule, should it differ from the above.

TEMPERAMENT

RRUFF makes no explicit or implicit guarantees in reference to the health and/or temperament of the dog. The dog is adopted "as is" and the adopter(s) shall assume all responsibility for the treatment of any and all kinds of existing conditions and any other conditions of physical or temperament changes that may occur. RRUFF will provide the dog with the basic vaccines and heartworm test before adoption if the age and current health of the dog permits. While Rescued Rottweilers United with Friends and Family, Inc. makes every effort to place only healthy animals, they can not 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.

REMEDY FOR NON-COMPLIANCE

It is agreed that RRUFF shall retain superior title in said animal limited to and for the express purpose of assuring the animal's well-being and only exercise its superior claim in the event it appears to RRUFF that the proper and humane care as specified in the above adoption provisions is not being afforded said animal in which case the animal may be taken through a claim and delivery proceeding. If the adopter fails to comply with any such breach or default of the terms of this contract, the adopter shall be held liable for the cost of such claim and delivery proceeding through a claim and delivery service that the adopter will be held liable for. The adopter's attorney and for Rescued Rottweilers United with Friends and Family, Inc.'s attorney. The adopter has read this, understands this and agrees to the same.

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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 and ear cropping.

TRANSPORTATION

By law, RRUFF dogs will not ride unsecured in the back of a pick up truck. A secured dog is riding in a crate, under a cap, or with a body harness in the bed, or within the cab of the truck. The dog shall not remain in any vehicle in extreme heat, even with windows down, left unattended for any amount of time, or in extreme cold even with the heater running.

ADEQUATE FENCING

The adopter(s) agree that the definition of an adequate fence is a fence that encloses a yard or a large pen, larger than the out door kennels. An adequate fence is one that prevents the dog within to go out of the area by jumping, digging or gates not properly secured. The fence will prevent any other animal from entering the property the dog lives on and will be secure enough to prevent intruders or small children from easily gaining entry. At no time is the RRUFF dog to be tied out or chained outside. A kennel environment is not acceptable for housing, safety or the emotional well-being of the dog. If the dog should be able to jump over, or dig under the fence, it is no longer an adequate fence and must be repaired by raising it six (6) feet or sealing any and all weak spots immediately. This decision will be made by RRUFF, not by the adopter. While the fence is not serving the purpose, the adopter(s) shall not leave the dog unattended in the yard at any time.

RRUFF RESERVATION OF RIGHTS

RRUFF 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 written contract by making a personal visit to the premises of the adopter at any time during the entire lifespan of the dog. If the terms and conditions of this contract are not upheld by the adopter(s) and/or any misrepresentations have been made to RRUFF by the adopter(s), RRUFF reserves the right to terminate this contract and the adopters will agree to allow a representative of RRUFF to reclaim the dog without notice or refund. The adopter(s) further agree to pay liquidated damages in the amount of fifty dollars per day for every day that the adopter(s) fail to comply with the agreement terms or willingly surrender the dog at the time the incident has become knowledge to RRUFF. Reservation of rights also includes not adopting a dog into an area or environment that may endanger the life of the dog which includes relocating with the dog after the adoption agreement. If the dog becomes lost, seriously injured and/or permanently disfigured, or for any reason the dog dies, RRUFF must be notified immediately.

CHANGE OF ADDRESS

The adopter(s) agree to notify RRUFF no more than ten days prior to change of address, change of environment that will affect the dog, or any incident involving animal control and/or complaints arising from said ownership of the dog.

Should it become necessary for RRUFF to take action to recover an adopted dog 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 RRUFF. This is a confidential agreement between RRUFF and the adopter(s). The dog(s) adopted from RRUFF are dogs that have been surrendered to RRUFF and have been surrendered as such by the adopter(s) who have signed a statement agreeing that the above mentioned dog(s) is/are the property of RRUFF and no other person, firm or organization, chargeable for any misrepresentation or other cause of action.

SAMPLE

Signed this _____ day of _____, 2004

Adopter: _____

Adopter: _____

Phone Number: _____

Address: _____

City/State/ZIP: _____

Driver's License#: _____ D.O.B.: _____

Driver's License#: _____ D.O.B.: _____

RRUFF Witness: _____

Director, Rescued Rottweilers United with Friends and Family, Inc.
PO Box 4129
Westford, MA 01886