



Oldies But Goodies Cocker Rescue, Inc.

P.O. Box 361 • Newington, VA 22122-0361

www.cockerspanielrescue.com

703-533-2373 (voice mail)

ADOPTION CONTRACT

Dog Name: _____ ID: _____

Breed: _____ Age: _____ Sex: _____ (altered ___ Yes ___ No)

Distinguishing marks: _____ Color: _____

The above described dog is referred to as "the dog" in this agreement.

Adopting Party's Name: _____ (referred to as "Adopter" below).

1. The Adopter shall take the dog to a veterinarian within one (1) week of the date of this contract for a check-up, medication, and treatment recommended by the veterinarian. Proof of this first veterinary visit is required. Oldies But Goodies Cocker Rescue, Inc. ("OBG") makes no representation or warranties as to the health of the dog.
2. The Adopter agrees to pay OBG an adoption fee of \$350.00 to defray the costs associated with OBG's rescue operations. If the adopter adopts a second dog from OBG within three months from the first adoption date, the adopter agrees to pay OBG an additional adoption fee of \$250.00 for the second dog to continue to defray OBG's rescue costs.
3. With the exception of #4 and #5, below, the adoption fee is non-refundable.
4. The first 14 days of the adoption period will constitute a "trial" period. During this period, the Adopter can return the dog to OBG for any reason and the adoption fee will be returned and the contract shall be void. Should the dog be returned for any reason after the trial period, the adoption fee is forfeited.
5. Any health condition discovered during the 14-day trial period that was not previously disclosed to the Adopter will be cause for return of the dog to OBG for a full refund of the adoption fee. OBG will not be held responsible for any health condition found after the 14-day trial period.
6. Since the dog comes from an unknown genetic background, the Adopter will not hold OBG liable for any serious medical problems such as with eyes, hips, heart, etc. that now exist or may develop in the dog.
7. If the dog is over six months of age and has not been previously spayed/neutered, the Adopter shall have the dog surgically sterilized within two (2) weeks of the date of this contract. If the dog is less than six (6) months of age, the Adopter agrees to have the dog surgically sterilized within two (2) weeks of the dog turning six (6) months of age. Adoption of the dog does not become final until the Adopter delivers proof to OBG that the dog has been spayed or neutered. In the case of unspayed females, if the dog produces a litter prior to spaying, the litter and the female dog become the property of OBG. PURSUANT TO § 3.1-796.126:2 OF THE CODE OF VIRGINIA, STERILIZATION AS PROVIDED FOR HEREIN IS REQUIRED UNDER THE LAW, AND THE ADOPTER IS FURTHER REQUIRED TO FURNISH PROOF OF COMPLIANCE TO OBG WITHIN SEVEN (7) DAYS OF STERILIZATION. ANY PERSON VIOLATING THIS SECTION OF THE CODE OF VIRGINIA IS SUBJECT TO A CIVIL PENALTY. Proof of sterilization shall be in writing, signed by a veterinarian, and include the new owner's name and address and the date of the sterilization procedure.
8. The Adopter shall provide the dog with humane care and maintain it in accordance with all current and future state, county and municipal laws and ordinances where the Adopter resides.
9. The Adopter shall provide the dog with necessary veterinary care upon sickness, disease, injury or aging, and shall take it to the veterinarian at least annually for a health examination and recommended vaccinations, to include DHLPP-B and rabies as required, heartworm test and prescribed preventative, and fecal parasite test and treatment as necessary.
10. The Adopter shall provide the dog with a securely fenced yard or other humane means of exercise. The dog shall not be kept constantly chained or tied up outdoors, or allowed to run at large, nor shall it be kept outside when the residence is unoccupied.

- 11. If the dog cannot be kept by the Adopter, the Adopter must return it to OBG. The dog SHALL NOT be given away, sold or exchanged without the prior written permission of OBG. In the event of the Adopter's death, OBG shall be notified immediately.
- 12. The dog shall reside at and live inside the Adopter's dwelling.
- 13. The Adopter shall keep the dog as its own household pet, and shall not use it for breeding or exclusively as a guard dog or hunting dog.
- 14. The dog SHALL NOT be used for research.
- 15. The Adopter shall provide the dog with and ensure the use of a collar and personal identification tag for the dog to wear at all times when allowed to go outdoors.
- 16. The Adopter, from the date of this contract, agrees to release and indemnify OBG from any and all claims, known and unknown, now or hereafter arising in connection with the dog.
- 17. The Adopter consents to the examination of the dog by OBG at any time. The Adopter also consents to reclamation of the dog by OBG at any time for failure to comply with the terms of this contract or for any misrepresentation of fact made by the Adopter on the OBG ADOPTION APPLICATION.
- 18. The Adopter agrees to notify OBG of any change in address or telephone number within two (2) weeks of such change.
- 19. The Adopter agrees to pay OBG for any and all expenses, including court costs and reasonable attorney fees, in enforcing the terms and provisions of this contract.
- 20. The Adopter and OBG agree that the actual value of this dog is \$350.
- 21. This contract will be governed by and construed under the laws of the Commonwealth of Virginia without regard to conflicts of law principals.
- 22. I/we certify that we have no children under the age of eight (8) living in my/our home.
- 23. I/we certify that I/we have never been convicted of animal cruelty, neglect or abandonment.
- 24. OBG has agreed to pay for _____ (name of dog) to receive veterinary care to _____ (describe treatment) provided this procedure is done at an OBG approved vet. If the adopter chooses to use his/her own vet to have this procedure done, OBG will reimburse the adopter a maximum of \$_____ towards the cost of this service. If the service exceeds this amount, the adopter is liable for the remaining cost.

I/We _____ (the Adopter), do this _____ day of _____, enter into this ADOPTION CONTRACT and acknowledge receipt from OBG of the custody of the dog named and described above. I/We acknowledge having read and agree to abide by each of the twenty-four (24) Rules for Adoption set forth herein.

Signed _____ Date _____

Print name(s) _____

Print address _____

City, state, Zip Code _____

Home phone _____ Work phone _____ E-mail _____

Driver's license number/state _____

Witnessed: _____
(signed by OBG representative, date, print name)

ACKNOWLEDGEMENT OF AND ASSUMPTION OF THE RISK FOR POTENTIAL OR ACTUAL AGGRESSIVE BEHAVIOR

Dog Name: _____ ID: _____

Breed: _____ Age: _____ Sex: _____ (altered ___ Yes ___ No)

Distinguishing marks: _____ Color: _____ ("the dog")

The dog may exhibit or has exhibited aggressive tendencies as described below. Although it is possible that this dog exhibits aggressive tendencies only in certain situations, no assurance is given. If none have been observed, write "none observed" below.

The signature of the adopting party or parties below operates as verification by the adopting party or parties that EACH INCIDENT DESCRIBED ABOVE OF ACTUAL OR POTENTIAL AGGRESSIVE BEHAVIOR BY THE DOG IS KNOWN AND UNDERSTOOD by the adopting party or parties and further, that such party or parties WAIVE ANY CLAIM(S) AGAINST OBG FOR ANY FAILURE(S) TO NOTIFY THE ADOPTING PARTY OR PARTIES OF ACTUAL OR POTENTIAL AGGRESSIVE BEHAVIOR BY THE DOG NOT MENTIONED ABOVE.

Moreover, the signature of the adopting party or parties below operates as verification that THE ADOPTING PARTY OR EACH OF THE ADOPTING PARTIES VOLUNTARILY AND KNOWINGLY ASSUMES THE RISK OF INJURY TO HIMSELF/ HERSELF, HIS/HER FAMILY, AND OTHER PERSONS TO WHOM HE/SHE OWES A DUTY RESULTING FROM SUCH BEHAVIOR, INCLUDING BITES BY THE DOG.

Finally, the signature of the adopting party or parties below operates as CONSENT TO RELIEVE AND INDEMNIFY OLDIES BUT GOODIES COCKER RESCUE, INC. AND ITS VOLUNTEERS OF ANY LIABILITY AND/OR OBLIGATION OF CONDUCT OWED AS A RESULT OF ANY INJURY OR PROPERTY DAMAGE CAUSED BY THE DOG AND/OR AS A RESULT OF ANY ACTUAL OR POTENTIAL AGGRESSIVE BEHAVIOR EXHIBITED BY THAT DOG SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CONTRACT TO THE ADOPTING PARTY OR TO ANY OTHER PARTY.

Signature of adopting party

Date

Printed name of adopting party

Signature of adopting party

Date

Printed name of adopting party

Signature of OBG Representative

Date

Printed name of OBG Representative