

Beautiful Hearts Rescue
23396 Thompson Rd
Shell Lake WI 54871

ADOPTION CONTRACT

Description of Animal

Name:

Breed:

Color:

age:

Sex:

Microchip:

Vaccinations and dates:

DHPP:

Borditella:

Lyme –

Lepto–

Rabies

Flea and tick and date:

Heartworm preventative and date:

Dewormed and date:

ADOPTER INFORMATION

Name: _____
Animal Location: _____
City: _____ State: _____ Zip: _____
Home Phone: (____).____._____
Email: _____

THIS AGREEMENT is made on this DATE day of MONTH YEAR

By and between **ADOPTER**, hereinafter referred to as the “adopter” and Beautiful Hearts Rescue and Horse Sanctuary hereinafter referred to as “the organization” or BHR. Adopter agrees to pay the adoption fee of **\$XXX, ADOPTION AMOUNT WRITTEN**.

Furthermore, the parties hereto agree that the adopter shall abide by the following conditions:

1. The Dog is being transferred to the adopter with the understanding that the adopter is taking possession of the Dog to treat and to be responsible for it as their own dog.
2. The Dog will be treated as a family member with loving care and affection. The adopter will do their best to ensure the Dog’s safety and well-being.
3. The adopter will feed the Dog at least twice a day and will provide a fresh supply of water at all times.
4. The Dog will live inside the adopter's home and will not be isolated from the family. The adopter will never let the Dog run loose or roam, keep the Dog chained or tied up, keep it continuously in a yard, garage, patio, balcony, or pen, or leave the Dog outdoors, even in a fenced yard, when no one is at home.
5. The adopter will not have the Dog attack-trained nor will the adopter use it for any purpose other than companionship. The adopter will not have any cosmetic surgery performed on the Dog (eg, ear cropping, tail docking). The adopter will never allow any physical, mental, or emotional abuse of the Dog.
6. The adopter will take the Dog to a licensed veterinarian for regular preventative care at least once per year. The adopter will provide all

required and/or needed veterinary care as recommended by the attending veterinarian, including but not limited to: rabies shots, booster shots, fecal checks for internal parasites (worms), consistent heartworm preventative and prompt treatment by a licensed veterinarian for any illness or injury.

7. The adopter will ensure proper licensing of the Dog and the adopter will ensure compliance with all applicable local and state requirements.

8. The adopter will not use a choke/prong/shock type collar at any time, except for training under the guidance of a qualified dog trainer. This includes the use of an electronic bark collar or other kinds of correction collar.

9. The adopter is adopting the Dog for themselves and agrees to not give away, sell, or trade the Dog, even as a gift to a friend or family member. The adopter will neither take the Dog to a shelter nor abandon the Dog. The adopter understands that they must notify BHR, without delay, if the adopter can no longer care for or keep the Dog, and agrees to give BHR reasonable time to rehome the Dog. The adopter is responsible for all logistics/expenses to physically return the dog to an BHR representative in Shell Lake Wisconsin if needed. Adopter must notify BHR of any behavioral problems that have occurred at any time before the adopter returns the Dog, and the adopter agrees to pay for a professional trainer's evaluation in the case of biting or aggression.

10. In the event the Dog becomes lost, stolen or dies, the adopter will immediately notify BHR. The adopter will also immediately notify BHR of any change of contact information for the adopter (address, phone number, email address).

11. This Dog's known background and medical history have been discussed with the adopter. However, the adopter understands that BHR has made no representation concerning the breed, health, condition, training, behavior, or temperament of the Dog. The breed listed by BHR is a visual guess based upon physical appearance at the time of intake, until DNA has been returned by lab if DNA was completed.

12. __ - Insurance: If marked, BHR has provided the adopter with the opportunity to secure free insurance for the Dog. The adopter agrees to take any and all action necessary by the adopter to secure that insurance. While BHR may, but has no obligation to, assist adopters with certain veterinary expenses on a case-by-case basis, in its sole and absolute discretion, the adopter acknowledges that BHR will not assist any adopter with veterinary expenses where BHR has provided the adopter with the

opportunity to secure free insurance for the Dog, the adopter failed to take any action necessary to secure that free insurance, and the veterinary expense would have been covered by that insurance.

13. Training: The adopter agrees to:

_ take the Dog to basic obedience training classes taught by a qualified trainer.

_ personally teach the Dog basic obedience skills.

14. _ - Spay/Neuter: If marked, the adopter agrees to have the Dog spayed/neutered as noted in the Spay/Neuter Addendum, which is a part of this agreement, and will forward proof of such to BHR within 7 days of completion. Failure to comply with this requirement will result in the immediate return of the Dog to BHR.

15. Medical/Behavioral Addendum: If marked, the adopter agrees to work with a professional trainer/behaviorist and/or qualified veterinarian per the terms of the attached Medical/Behavioral Addendum, which is a part of this agreement.

16. Adoption Donation. The adopter understands that the adoption donation (including any deposits) help defray BHR's expenses for food, sheltering, spaying or neutering, vaccinations and veterinary care, as well as the administrative burden for processing this adoption. Accordingly, adoption donations are NOT refundable. If the Dog is determined to not be a good match, BHR may work with the adopter to find another BHR dog, at BHR's sole discretion. BHR will always take our Dogs back, but NO part of the adoption donation is refundable.

17. Massachusetts Quarantine. If the adopter lives in Massachusetts, pursuant to Animal Health Emergency Order, 1-AHO05, the Dog is subject to quarantine for a minimum of 48 hours. BHR will make arrangements for the Dog's quarantine and will make those arrangements known to the adopter. The adopter agrees that the adopter will claim the Dog if the Dog passes quarantine. The adopter acknowledges and agrees that, once the Dog passes quarantine, the adopter will be the owner of the Dog and accept financial responsibility for the Dog.

18. The adopter will allow BHR to make inquiry about and enforce any of the above conditions and requirements at any time after adoption. This can include visits to the adopter's home and contact with the adopter's veterinarian.

19. The adopter affirms that no member of the household has been convicted of an animal welfare law violation such as neglect, cruelty, abandonment etc.

20. The Dog is not legally adopted until the adopter has paid the adoption donation in full and submitted this properly executed contract.

21. THE ADOPTER UNDERSTANDS THAT BHR HAS THE RIGHT TO DEMAND RETURN OF THE DOG IF THE ADOPTER DOES NOT COMPLY WITH ANY OF THE ABOVE PROVISIONS. BHR has made a lifetime commitment to the Dog. If BHR finds a reasonable basis for believing that any of the above conditions and requirements have not been met, BHR will first notify the adopter by certified mail, return receipt requested, of the reclamation and ask that the dog be returned. The notice will state clearly the circumstances under which BHR is acting and state a date when the adopter may meet with representatives of BHR to discuss the situation. After seven days from the receipt of this notice, if the adopter has not contacted BHR, or has not accepted the notice, legal action will be taken by BHR to retrieve the Dog. If the Dog is in a situation that may endanger its life, BHR may call animal control in the adopter's locality to recover the Dog on BHR's behalf. In the event that either of these situations occurs, or if for any reason the Dog is returned to BHR, the adopter may request a meeting to discuss the matter within 10 days after the dog is reclaimed. Any decision of BHR is final as to whether the dog shall be returned to the adopter.

22. Release: The adopter agrees to accept responsibility and ownership of the Dog at the adopter's own risk. The adopter, and for the adopter's spouse, heirs, executors, personal representatives and assigns agrees never to bring a claim or suit against BHR. The adopter releases BHR and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior of the Dog. The adopter understands that this agreement discharges BHR and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the adopter and the adopter's spouse, heirs executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption or behavior or activities of the Dog. The adopter releases BHR and discharges BHR and its directors, founders, employees, officers, agents, representatives, contractors, volunteers,

successors and assigns from any liability for BHR's own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the adopter. The adopter agrees that BHR may use any photograph of the adopter and the Dog taken by BHR or its agents, or provided by the adopter to BHR, in promotional materials, consents to BHR's use of the adopter's likeness in such promotional materials, and specifically releases BHR from any claim arising out of BHR's use of the adopter's likeness or photographs of the adopter in such promotional materials.

23. Indemnity: The adopter, and for the adopter's spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold BHR harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of litigation, that result to anyone else or any other entity because of the adopter's negligence or liability. This includes lone acts or omissions by the adopter as well as the combined acts of the adopter with others.

24. The adopter expressly agrees that the release and indemnity provisions in Sections 22 and 23 of this agreement are intended to be as broad and inclusive as permitted by law. The adopter agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement.

25. The adopter acknowledges that monetary damages for a breach of this agreement may be insufficient, and BHR may seek specific performance of this agreement. Furthermore, the adopter agrees to pay for ALL legal and/or court expenses should this contract be violated and it become necessary for BHR to pursue legal avenues to repossess the Dog or to take ANY legal action for violation of this contract. For legal purposes, the value on the Dog is no less than \$1,000.

26. This agreement, including any addendum or addenda to this agreement, is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

27. This agreement, including any addendum or addenda to this agreement, will be governed by and interpreted in accordance with the laws of the State of Wisconsin, without reference to any conflict of laws rules. Any disputes under this agreement will be resolved in Burnett Co, Wisconsin.

I understand that by voluntarily signing this agreement, I am entering into a legal and binding contract with Beautiful Hearts Rescue and Horse

Sanctuary. By affixing my signature to this adoption agreement, I agree to ALL the above conditions of adoption.

ADOPTER PRINTED NAME: SIGNATURE: DATE:

_____ Date ____/____/_____
Signature of adopters

This contract is hereby accepted on behalf of the Organization by:

_____ Date ____/____/_____
Signature of agent (organizations officer)