



ADOPTION CONTRACT

ODAAT, also known as One Dane at a Time, a 501(c)(3) non-profit organization, and the undersigned (the "Adopter" or "you"), in consideration of the mutual covenants 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/puppy with you, the Adopter, for the adoption by you as a companion dog and family member:

Name: _____ (Hereinafter Adoptee or Dog)

Male/Intact _____ Male/neutered _____ Female/Intact _____ Female/Spayed _____

Breed/Mix/Color/Markings: _____

Microchip Number: _____

2. Adoption Donation: To assist us in continuing our rescue work, Adopter agrees to make a minimum non-refundable donation of: \$ _____

3. Transport: Adopter must pick up Dog personally or pay for transport for an additional fee.

4. Spay/Neuter: If Dog has not been sterilized prior to adoption due to age or physical condition, you agree to enter into a Sterilization Agreement with us to have the Dog spayed or neutered in accordance with the Sterilization Agreement.

5. Care of the Dog: You agree that this Dog is being adopted as a family member and will be given extensive house privileges; i.e. sleep inside the house, be allowed freedom of the house when the family is home, and will NOT be restricted to the yard at any time. You agree to provide the Dog with fresh water, wholesome quality dog food, adequate outdoor exercise, affection and shelter. You also agree that the Dog will not be used as a guard animal, or for any purpose other than as a companion and friend to you and your family. No alteration to the animal's appearance is permitted (i.e. docking of tails, ears).

6. Veterinary Care: You agree to keep all vaccinations current including but not limited to Rabies, Distemper/Parvo (DHLPP), Bordetella, AND to ensure the Dog receives preventative medication to protect against heartworm and fleas and ticks. You agree to provide the best available care to the Dog in a timely manner. Any veterinary problems that may arise, including serious illness requiring emergency care or surgery is your responsibility and you are responsible for all related costs. If problems do occur, you will inform ODAAT within 48 hours.

7. Behavioral Issues (i.e. biting, destruction, escapism, fearfulness, dominance) that may lead to abandonment of the animal: Adopter agrees to contact the obedience trainer/canine behaviorist and to follow the recommendation(s) in resolving any issues in an effort to maintain custody of the adopted animal. If it is deemed necessary by the behaviorist that the Dog is not a good fit for your family, the Dog is to be returned to ODAAT as soon as transport can be arranged. Exchange for another Dog is at the sole discretion of ODAAT.

You agree at minimum to enroll the Dog in basic obedience classes either when age appropriate for a puppy (4 months) or within 30 days of adoption. You understand that these classes are for the benefit of the Dog and Adopter in order to reduce behavioral issues.

8. Safe Environment: Where applicable, Adopter will provide a secure fenced yard, with ample room for outdoor exercise. If fencing needs repair or modification in order to ensure the safety and well-being of the Dog, you agree to make any necessary repairs prior to allowing Adoptee access to the yard. You agree to maintain the security of the fencing in the future to further secure the Dog. Adopter understands that gardeners, pool men, contractors and utility workers are not responsible for the safety of the Dog, therefore adoptee must be kept indoors when workmen have access to the yard.

NOTE: Many dogs are sensitive and scared of loud noise, and you hereby agree to keep the adoptee indoors or in a safe and secure environment on holidays such as July 4th and New Year's Eve.

9. Identification: You agree that the Dog WILL ALWAYS wear an identification tag with current telephone numbers AND that Microchip service will be kept current at all times.

10. Leash/Collar Etc: You will walk the Dog on a leash when on public streets or in parks or other unfenced areas, and will never allow the Dog to roam free or unsupervised. The Dog will be walked using a slip or choke collar, harness, or Halti/Gentle Leader and will not be walked with the leash attached to the Dog's identification tag. Adopter understands that the identification tag is not a secure restraint. Also, the Dog will NEVER be tied up on your property or elsewhere. Adopter understands that restraining a dog by tying it to a fixed post or wire run is unsafe and may cause theft of the Dog, unpredictable behavior, and/or random aggression. Also, you will not leave the Dog crated and/or otherwise confined for extended periods of time.

11. Transportation: The Dog will be properly restrained, preferably using either a secured crate or seat harness when transported in any vehicle. Please never allow Adoptee to ride in the front seat of vehicle. Adoptee will never be transported in the back of an open vehicle or pick-up truck.

12. Lost Dog: You agree to make an immediate and serious effort to find the Dog if it becomes lost, by (a) filing lost reports with the local police, animal control authorities, animal shelters, SPCAs and local veterinarians and pet stores, (b) post lost dog signs (c) place lost dog ads in your local paper (d)

contact us for additional support and advice. Furthermore, Adopter understands that if the loss was the result of negligence or failure to comply with the covenants of this agreement, ODAAT reserves the right not to return the Dog and to place Adoptee into a new home.

13. No Right to Transfer: If at any time in the future you cannot continue to provide proper care for the Dog, you will not abandon, give or sell the Dog to another person, company, organization, medical research, pound or animal shelter. You agree to do one or more of the following:

- a. Obtain approval from ODAAT to transfer the ownership of the Dog to a friend or relative. ODAAT must approve the new Adopter who will be required to sign an agreement similar to this one.
- b. Agree to cover the costs to board Adoptee for an agreed-upon time, allowing ODAAT to actively seek a new home and then relinquish the Dog to ODAAT when a home is found. Note: Boarding costs are \$25 to \$30 per day.
- c. Return Adoptee to ODAAT.

14. Return Policy: If Adopter decides to not keep the Dog, Adopter hereby agrees to return the Adoptee to ODAAT. Importantly, Adopter agrees to give ODAAT 30 business days to secure a foster home, and will provide safe and loving care of the Dog until he/she is returned. Adopter agrees to safely transport the Dog to the determined location, up to 100 miles, and will return any/all paperwork and supplies provided by ODAAT at that time.

_____ (Adopter(s) Initials)

15. Change of Contact Info: You will notify ODAAT of any change of address and/or telephone within 10 days of the change. Estate Provisions: Adopter agrees to provide for care of the Dog in their will or estate if by no other means than specifying in writing that Adoptee is to be returned to ODAAT in the event of Adopter's death.

_____ (Adopter(s) Initials)

16. Follow Up: Adopter understands and agrees that ODAAT is fully entitled to make follow-up visits or phone calls to ascertain that all of the covenants and clauses of this agreement are being satisfied. Adopter is obligated to cooperate with ODAAT.

17. Right to Reclaim: Adopter understands and agrees that ODAAT reserves the right to reclaim Adoptee if any of the above conditions are not met to the satisfaction of ODAAT. Adopter further understands and agrees that any expenses incurred by ODAAT in exercising its rights under this provision will be paid by Adopter in addition to any liquidated damages required by other provisions of this Agreement.

_____ (Adopter(s) Initials)

18. No Warranty: Rescue makes no warranty as to the temperament or physical condition of the Adoptee. The Adoptee is being adopted as-is.

_____ (Adopter(s) Initials)

19. Special Disclaimer: All warranties with regard to Adoptee, including any implied warranty of merchantability and fitness for a particular purpose, where they are applicable, are hereby specifically disclaimed. ALL adoptees are advertised with data supplied to the ODAAT from owner surrender forms, shelters, etc. ODAAT does NOT guarantee ANY DNA genetic makeup of any adoptee and can NOT be held responsible for adoptee not being pure, mixed, etc. There is NO REFUND. DNA testing can be offered at Adopter's request, but Adopter has to pay for that testing and it is NOT included in the price of the normal adoption fees.

_____ (Adopter(s) Initials)

20. Release & Indemnification/No Liability: Adopter hereby releases ODAAT from any and all liability for personal injury, property damage, legal fees, or veterinary care, or any other expense or liability incurred by Adopter as a result of this adoption. Adopter agrees to indemnify ODAAT from any and all such claims and to pay, without limitation, any costs related to such injury, damage, or liability, including, in the case of litigation, any attorney fees incurred by ODAAT in its defense.

21. Breach of Agreement: In the event that you do not comply with the terms of this agreement, or the Dog is abused or neglected, we hold the right to recover the Dog from you upon demand, and the Dog will be surrendered to us immediately.

Adopter(s):

Name: _____ Spouse/Partner _____

Address: _____

Phone: Home: _____ Cell 1: _____

Email 1: _____

Signature/Date - Adopter

Signature/Date - ODAAT Inc representative