



## ADOPTION CONTRACT<sup>1</sup>

Tax ID#: 45-0624014 | 501(c)3 Non-Profit

[www.bulliesandbuddies.com](http://www.bulliesandbuddies.com)

[bulliesandbuddies@gmail.com](mailto:bulliesandbuddies@gmail.com);

(310) 462-8480

In valuable consideration of an **adoption fee**<sup>2</sup> in the amount of: \$ \_\_\_\_\_, paid on \_\_\_\_\_, 20\_\_ via  Cash  Check  Venmo/Zelle  PayPal, this legally binding Agreement is entered into as between **Bullies & Buddies Rescue** (hereinafter the “**Rescue**”), the following individual(s) (hereinafter “**Adopter(s) or Party/Parties**”) and in relation to the animal described below (hereinafter “**Dog**”). Adopter agrees that upon execution of this Agreement the Dog is being adopted from Rescue in accordance with all the terms and conditions as set forth within this Agreement.

### **ADOPTER:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip: \_\_\_\_\_

Telephone Numbers: \_\_\_\_\_

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<sup>2</sup> The adoption fee for any animal under this Agreement is fully refundable 3 calendar days subsequent to adoption so long as the Dog is returned in the same condition in which it was released to the Adopter and is free of any liens or encumbrances. In the event, however, that this Agreement is voided due to misrepresentation or fraud, *the entire adoption fee is forfeited*, and the Dog is to be returned to Rescue immediately.

Email: \_\_\_\_\_

Driver's License: \_\_\_\_\_

**SUBJECT DOG:**

Dog's Name \_\_\_\_\_

 Male  Female

Breed(s): \_\_\_\_\_

Altered:  Yes  No\*\*

Age: \_\_\_\_\_

Predominant Color(s): \_\_\_\_\_

***\*\* If any Dog is unaltered at the time of its adoption, Adopter(s) acknowledge(s) that they have reviewed and completed the separate "Sterilization Addendum to Adoption Contract." The Addendum, upon execution by all Parties, is considered duly incorporated into the "Bullies & Buddies' Adoption Contract," without altering the meaning or legal effect of any other terms or conditions herein.***

Initial (if applicable) : \_\_\_\_\_

**COVERED COSTS & SERVICES:** As part of the adoption fee for the Dog the following veterinary services are being/will be provided at no additional cost to Adopter only if undertaken by Rescue's primary veterinary hospital: Western Veterinary Group 24260 Crenshaw Blvd, Torrance, CA 90505 (310) 326-0000: **Wellness Examination; Fecal Testing; FIRST Rabies; FIRST Bordetella; FIRST DHPPL (or a recommended equivalent); spay or neuter surgery with execution of the "Sterilization Addendum" document.** *(In the event that Western Veterinary Group cannot accommodate the Dog due to scheduling difficulties or distance from Adopter's home, please directly contact **Bullies & Buddies** for additional veterinarian referrals in order to claim the covered costs and services).* Should Adopter choose to engage a veterinarian of their own choosing, any such veterinarian must be approved in writing in advance of any treatment or care being authorized if Adopter seeks Rescue's contribution(s) or reimbursement(s).

Microchip No. #: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Initial: \_\_\_\_\_

Vaccinations & Date Administered:<sup>3</sup>  DHPPL 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_

Bordetella 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_

Rabies \_\_\_\_\_  1-year  3-year Lot # \_\_\_\_\_

**Identification of the Dog:** Adopter agrees that at all times the Dog will wear *two* identification tags: one bearing Rescue's name and telephone number; a second tag bearing Adopter's name and telephone number.

The Dog at all times will wear a secure collar with any City or County licensing tag duly attached.<sup>4</sup>

Adopter agrees to maintain Rescue as the secondary registered contact with the issuing microchip manufacturer after adoption.

**Initial:** \_\_\_\_\_

**Licensing:**

Adopter agrees that *within fourteen days* of adoption of the Dog (or sooner if Adopter's licensing jurisdiction requires it), Adopter will license the Dog with the Animal Care & Control City/County jurisdiction within which the Dog resides and will provide proof to Rescue of licensing in Adopter's name. Adopter further agrees to abide by all County or City municipal codes, rules, laws, restrictions, or regulations by which Adopter might be bound by virtue of Adopter and Dog's place of permanent or temporary residence.

**Initial:** \_\_\_\_\_

**Breach of Terms or Conditions & Rescue Right to Retrieve Dog:** Adopter acknowledges that in the event Adopter does not fulfill any duties or obligations expressly stated herein, that Rescue reserves the right, with 24-hour written notice to Adopter(s), to reclaim all possessory and title rights to the Dog. Such reasons might include, but are not limited to, Rescue's reasonable belief that the Dog is being denied necessary medical or preventive care; being mistreated, abused (whether verbally or physically); neglected; abandoned; tethered (except in the event the Dog is traveling in a car or is in the constant presence of Adopter(s)); placed in circumstances

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<sup>3</sup> Adopter agrees to maintain all vaccinations recommended by Adopter's veterinarian or required by State, City or County law/animal ownership codes, rules, or regulations.

<sup>4</sup> Due to the uncertainty of any Dog's behavior, Rescue recommends that Adopter purchase and use a "martingale collar" and sturdy leash of 6ft. with an adequate non-slip snap mechanism to prevent the Dog from slipping out from its collar. Retractable leashes are not recommended. Further, Rescue recommends Adopter consider the use of a "double-collar" method of securing the Dog to its leash (while the Dog is outside the confines of Adopter's home) by using a standard weight choke chain (*not prong collar*) concurrently secured to Dog's collar and leash. Should Adopter be uncertain as to how secure the Dog in this way, Adopter will ask Rescue for advice prior to use.

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reasonably deemed unsafe, unsanitary, inhumane, or otherwise adverse to Dog's mental or physical well-being. The Dog will only sleep indoors at night.

**Initial:** \_\_\_\_\_

Adopter agrees that should such a time arise that Adopter is no longer able to care for the Dog, that **Bullies & Buddies Rescue** will be immediately contacted, and Adopter will make all reasonable arrangements to return the Dog to Rescue and complete all relinquishment documents necessary to expedite the animal's return. A dog adopted from **Bullies & Buddies Rescue** *can be returned at any time*. However, no adoption fee will be refunded unless the dog is returned within the time specified in this Agreement for such a return. The Dog must be returned to **Bullies & Buddies** in the same condition in which it was adopted. This includes, but is not limited to, Dog's physical health and without eliciting any new or concerning behaviors.

**Initial:** \_\_\_\_\_

In the event that Adopter returns the Dog to Rescue and Rescue does not have foster care available at the time of relinquishment, Adopter agrees to cover the daily boarding costs associated with placing the relinquished Dog in an approved dog boarding facility until Rescue can provide foster care for the Dog.

**Initial:** \_\_\_\_\_

Adopter will not allow the Dog to be at large while unleashed/unharnessed, unless the Dog is contained within a securely fenced and gated yard or area appointed for such off-leash purposes and is being supervised at all times.

**Initial:** \_\_\_\_\_

Adopter will not leave the Dog alone or otherwise unattended at any time in a vehicle.

**Initial:** \_\_\_\_\_

Adopter will never leave the Dog alone or otherwise unattended in Adopter's home overnight, nor for any period greater than **six hours** during any 24-hour period.

**Initial:** \_\_\_\_\_

Adopter agrees to never crop the Dog's ears or dock the Dog's tail.

**Initial:** \_\_\_\_\_

Adopter will never leave the Dog in the care, custody, or control of any minor for any period of time whatsoever.

**Initial:** \_\_\_\_\_

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Should Adopter have minors living in Adopter's home or visiting Adopter's home for any reason whatsoever, the child/children will remain under the supervision and care of Adopter at all times that Dog is present.

**Initial:** \_\_\_\_\_

Should Adopter need to invite strangers into Adopter's home, such as for deliveries or repairs, Adopter will safely secure or segregate the Dog for the duration of such a visit.

**Initial:** \_\_\_\_\_

If Adopter should move, Rescue will be notified immediately of Adopter's new contact information.

**Initial:** \_\_\_\_\_

Rescue will be notified immediately should the Dog become lost, stolen, seized, or impounded by any agency.

**Initial:** \_\_\_\_\_

The Dog will never be abandoned or relinquished to a third party for any purpose whatsoever including, but not limited to, being given to any friend, relative, animal organization, city or county shelter, or medical laboratory or another animal organization.

**Initial:** \_\_\_\_\_

Adopter further agrees to allow **Bullies & Buddies Rescue**, or any duly appointed representative of the Rescue, to carry out follow-up visits at a mutually convenient time in order to ascertain that terms and conditions under this Agreement continue to be satisfied. Rescue will provide at least 24-hours written notice in order to arrange any follow-up visit.

**Initial:** \_\_\_\_\_

Adopter agrees that during the first month of Dog's adoption term Adopter will provide Rescue with a weekly update (via email, text or telephone) directly to any **Bullies & Buddies Rescue** representative. Adopter will make every effort to provide Rescue with several photographs of the Dog concurrent to any update if requested.

**Initial:** \_\_\_\_\_

Rescue has informed Adopter that the Dog might have been rescued from an animal shelter, found as a stray, or relinquished to Rescue and, correspondingly, that more complete information as to Dog's breed, behavioral, training, or medical history *might be lacking or even entirely unknown to Rescue*. Adopter(s), correspondingly, agrees to assume all such risks associated with such potentially limited or unknown information pertaining to Dog's medical history, breed(s), temperament, or degree of training. (Any medical treatment/medical history, training undertaken, behavioral traits known or observed by Rescue have been provided to Adopter upon execution of this Agreement). Adopter acknowledges that any such records provided at the time of adoption *are the totality of Rescue's knowledge of the Dog, including any behavioral information, prior ownership information, administrative records pertaining to any seizure(s), impoundment(s), bite history, or administrative hearings that might be known to Rescue*.

**Initial:** \_\_\_\_\_

*Rescue does not warrant Dog's behavior, training, anticipated size (in the case of a puppy adoption) or overall suitability for any particular purpose whatsoever, and as such Adopter accepts the dog with all known and unknown faults or undesirable traits*

**Initial:** \_\_\_\_\_

Adopter acknowledges that certain zoonotic diseases (diseases transferrable from animals to humans) are a risk when adopting animals. Adopter understands such risks and will/has consult(ed) with a licensed veterinarian about such risks prior to adopting the Dog from Rescue.

**Initial:** \_\_\_\_\_

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From the date of this Agreement, I acknowledge that **Bullies & Buddies Rescue** is not responsible for any of the Dog's boarding expenses, food, supplies, grooming costs, insurance needs, veterinary bills, or other expenses that the Dog might incur other than any such expenses as might be detailed within this Agreement or within a separate written addendum signed by both the Rescue and Adopter. **Adopter agrees not to seek or claim any further financial compensation from Rescue for any services or expenses that might be incurred during Dog's lifetime after the date of adoption.**<sup>5</sup> Adopter acknowledges that Rescue cannot offer medical advice and the Dog should always be referred to a licensed veterinarian in the event that questions as to the Dog's immediate health and wellness should arise subsequent to the Adoption of the Dog.

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<sup>5</sup> Rescue recommends that Adopter purchases comprehensive pet insurance coverage as to future veterinary expenses, including emergency, chronic, or end-of-life treatment and care.

**Initial:** \_\_\_\_\_

Adopter acknowledges having had sufficient time to assess the Dog's temperament, general health, any existing medical/other records Rescue might possess, such that Adopter is fully satisfied the Dog meets Adopter's intended purpose as a companion animal. Such assessment includes, but is not limited to, Adopter having had the Dog evaluated, at Adopter's expense, by an independent, qualified party suited to provide Adopter with a professional opinion as to the Dog's health, temperament, training, or general suitability as a companion animal; or having had the Dog's health records evaluated by a licensed veterinarian of Adopter's choosing and at Adopter's expense prior to the date of adoption.

**Initial:** \_\_\_\_\_

In the event that the Dog exhibits concerning or otherwise untoward behaviors or tendencies, Adopter will, within 48-hours, apprise Rescue of any concerns such that they might be addressed promptly and a plan for resolution of the concerns put into motion.

**Initial:** \_\_\_\_\_

Should the Dog at any time become involved in an altercation with another dog or person, whether or not such incident results in any animal or human bite and regardless of whether such an incident took place within or outside Adopter's household, or should the Dog kill any animal, whether or not such animal is owned by Adopter, Adopter will notify Rescue within 24-hours of any such incident.<sup>6</sup>

**Initial:** \_\_\_\_\_

**Waiver of Liability & Assumption of Risk:** Adopter agrees to irrevocably indemnify and hold harmless **Bullies & Buddies Rescue**, its directors, officers, board members, independent contractors, volunteers, beneficiaries, administrators, trustees, executors and executrices, agents, attorneys, principals, representatives, successors, assigns and any affiliated entities from any loss, liability, damage, judgments, costs, or expenses whatsoever as to any liability or claim which Adopter might sustain in relation to the adoption of the Dog subject to this Agreement. Without limiting the generality of the foregoing, I further agree to provide for the defense of **Bullies & Buddies Rescue**, its owners, guests, agents, employees, attorneys and independent contractors, and anyone claiming on my behalf any affiliates, successors and assigns, directors,

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<sup>6</sup> Rescue recommends that Adopter immediately obtain liability insurance in the event that an incident involving the Dog take place. Adopter should not assume that any policy, whether a homeowner's policy or renter's insurance policy, covers Adopter's dog given insurance companies often exclude from coverage an extensive list of pure-breeds, hybrids, mixed or part-bred dogs deemed "high risk," and that this Dog might belong to such an excluded group such that Adopter would not be insured in the event that the Dog should bite, injure or kill any person or animal.

officers, employees, independent contractors, representatives, partners, agents and anyone claiming through them (collectively, the “**Released Parties**”) in their individual and/or corporate capacities, from causes of action of any nature and kind, known or unknown, which might arise out of or relate to any injury, death, loss, or damage to person or property that may be sustained as a result of the adoption of the Dog subject to this Agreement.

**Initial:** \_\_\_\_\_

**Minors:** Adopter agrees to indemnify and hold harmless **Bullies & Buddies Rescue**, its directors, officers, board members, independent contractors, volunteers, beneficiaries, administrators, trustees, executors and executrices, agents, principals, representatives, successors, and assigns and any affiliated entities from any loss, liability, damage, judgments, costs, or expenses whatsoever as to any liability or Claims relating to any and all incidents that might result in injury, loss, or even death to any minor as a result of the Dog subject to this Agreement.

**Initial:** \_\_\_\_\_

## GENERAL PROVISIONS

1. **LIQUIDATED DAMAGES:** The Parties hereby agree that **five thousand (\$ 5,000.00) even dollars** will be deemed a reasonable and valid sum to serve as damages for the breach of this Adoption Contract. This determination is based upon the understanding of the Parties that a precise sum—one that considers the present cost of commercial dog boarding, behavioral training, and necessary veterinary care relevant to the Subject Dog—cannot be accurately set at the time of entering into this Agreement. The sum of **five thousand (\$ 5,000.00) even dollars** is deemed reasonable by the Parties as a fair estimation based upon the experience of **Bullies & Buddies Rescue** as to these cost(s) that **Bullies & Buddies Rescue** might incur. Furthermore, in determining this sum the Parties acknowledge that **Bullies & Buddies Rescue** undertook an analysis, prior to drafting this Agreement, that estimated this sum represents fair compensation for potential losses. This evaluation also considered that no single or clear method exists by which **Bullies & Buddies Rescue** could otherwise estimate its reasonable losses in the event of a breach of this Adoption Contract.
2. **MERGER, ENTIRE AGREEMENT & SEVERABILITY:** The provisions of this Agreement are severable and if any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Agreement may not be altered, amended, or modified except by a *written document signed by both parties* to the Agreement.



3. **COUNTERPARTS**: This Agreement may be executed in multiple counterparts. Copies, facsimile copies, or electronically reproduced versions of any signature pages shall be deemed originals for any and all purposes.
4. **APPLICABLE LAW, JURISDICTION, VENUE, ATTORNEY'S FEES**: The terms of this adoption Agreement shall be governed by the laws of the State of California. Jurisdiction and venue for all disputes connected with this Agreement shall be proper in Los Angeles County. In the event a lawsuit is brought with respect to enforcing any part of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred in such an action.
5. **EXPRESS CONSENT TO THE USE OF ELECTRONIC SIGNATURES**: The Parties expressly agree to the use of electronic signatures. Such signatures may be represented as typewritten name(s) and/or initials, electronically placed on this document and then recorded electronically. Any such electronic signature shall have the full force and effect as if any Party had signed in person. The Parties further agree that no certification authority or other third-party verification is necessary to validate the Parties' electronic signatures and that the lack of such certification or third-party verification will have no effect upon the enforceability of this contract in relation to any Party's signature.

#### **ACKNOWLEDGMENTS**

*I am over 18 years of age and acknowledge that I have had sufficient time to review this Agreement in its entirety and to seek legal advice as to any term or clause contained herein prior to execution.*

**Adopter(s) Signature(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_ (Print Name(s))

**Bullies & Buddies Rescue Representative:** \_\_\_\_\_

\_\_\_\_\_ (Print Name)

**Date:** \_\_\_\_\_