

# Adoption Contract

## New Day Rescue

Dog's Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Gender: \_\_\_\_\_  
Color: \_\_\_\_\_ Estimated Age: \_\_\_\_\_

Adopter's Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

This agreement is entered into this date by and between New Day Rescue and the applicant ('Adopter') for the adoption of the above identified rescue dog.

Adopter: Please sign initials on the line under each term and condition.

### Terms and Conditions

1. Adopter agrees to pay New Day an adoption fee of \_\_\_\_\_ for the above named dog, and releases New Day of any further liability. Failure to pay the adoption fee constitutes breach of contract.  
\_\_\_\_\_

2. Adopter agrees the dog is to be a family companion and agrees to provide the dog with a safe home, adequate food, water, proper care, exercise, love and attention. Adopter agrees not to violate any laws or ordinances with the dog. The dog is not to be used as an attack or protection trained dog and will not be used for commercial guard work or research purposes.  
\_\_\_\_\_

3. Adopter agrees that the dog will be confined inside the home when no one is at home. When the Adopter is to go away for a prolonged period of time or vacation, Adopter is to prearrange proper care for the dog.  
\_\_\_\_\_

4. Adopter agrees to keep a buckle collar on the dog with ID tag, current rabies tag, and town dog license. If at any time the dog is lost, stolen, hurt, or killed, the Adopter is to notify New Day immediately.  
\_\_\_\_\_

5. The dog is not to ride loose in the bed of pickup trucks, convertibles, or to be left in a car for any excessive period of time, or in warm (over 70 degrees) or very cold weather. Car windows should be opened a little for ventilation at temperatures above 50 degrees.  
\_\_\_\_\_

6. Adopter agrees to have a clean, secure fenced area for the dog. If a fenced enclosure is not available, Adopter agrees to leash walk the dog. If Adopter uses invisible fencing, the dog is to be appropriately trained before releasing it inside the system. Under no circumstances is the dog to be kept routinely on a runner or tie out, nor invisible fence containment system without supervision.  
\_\_\_\_\_

7. Adopter agrees to have the dog examined by a licensed Veterinarian upon first bringing the dog home and at least once each year for Annual Wellness Exams, appropriate vaccinations, preventative treatments for and not limited to monthly heartworm prevention, flea/tick protection by following Veterinarian recommendations.

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8. The Adopter agrees to practice positive obedience training and socialization by utilizing literature and assistance of trainers and/or classes to maintain their dog safe with all members of their family and community.

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9. Adopter is aware that all dogs can bite. Adopter agrees to not allow the dog to be alone with small children unsupervised at any time. Adopter agrees to not allow children to ride, crawl on, or jump on the dog. Adopter understands that dogs abruptly awoken from sleep can and often do bite.

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10. New Day makes no guarantees or statements regarding the dog's age, breed, health, or temperament. While New Day makes every effort to provide accurate history and assessment of the dog, New Day is not able to guarantee the dog's age, breed, medical status, behavior, or disposition. New Day is available for consultation, advice and assistance pertaining to the health, training and compatibility of the dog. Adopter agrees to release New Day and its members or representatives of any/all possible claims arising from injury or damage caused by the dog to any person or property. Adopter accepts this dog as is with all defects, either observable or unobservable, and assumes all risk for the dog upon signing of this contract.

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11. If for whatever reason, the Adopter is not able to keep this dog for its entire life per this contract, the Adopter agrees to immediately contact New Day Rescue for assistance. The adopter may not give away nor sell the dog.

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12. Adopter will allow New Day to conduct home visits and phone check-ins at their discretion after adoption in order to check on the dog's welfare.

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13. In the event this contract, including all its covenants and conditions, is breached by the Adopter, New Day has the right to rescind this contract and demand return of the dog. If Adopter fails to return the dog, New Day has the right to seek a Court Order for return of the dog and seek liquidated damages from the Adopter in the amount of \$750 plus any court costs and attorney's fees. Payment of damages shall not excuse Adopter from returning the dog to New Day.

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14. This agreement shall inure to the benefit of and be binding upon Adopter and New Day and their successors or beneficiaries. Both parties have fully read and understood all of the agreement, which sets forth all promises, conditions, and understandings, oral or written.

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In testimony whereof, Adopter and New Day sign on this date:

Adopter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

New Day Representative Signature: \_\_\_\_\_

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