

Fee collected by:  
Method of payment:  
Amount of payment:

Updated 1/2016



Mostly Muttz Rescue, Inc. (the "Charity/Rescue/we/us"), a Pennsylvania 501(c)3 non-profit private charity, 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: \_\_\_\_\_

Sex: Unsterilized Male    Altered Male    Unsterilized Female    Altered Female

Breed/Mix: \_\_\_\_\_

Color/Markings: \_\_\_\_\_

Birth date if known: \_\_\_\_\_ (Hereinafter ADOPTEE or Dog)

2. **Adoption Fee:** To assist us in continuing our rescue work, Adopter agrees to make a **non-refundable** fee. We do not distinguish between adult dogs and puppies, or between pure breeds and mixes. This fee is immediately used to pay the ongoing costs of rescuing stray and shelter animals, including food, veterinary care, kenneling costs, behavior training, etc.

Fee for this Dog is: \$

3. **Spay/Neuter:** If this Dog has not been sterilized prior to this adoption due to age or physical condition, you agree to sterilize the Dog by the following date, \_\_\_\_\_. You also agree to leave a \$100 sterilization deposit. In order to receive the refund of your \$100 sterilization deposit, you agree to provide proof of the sterilization within 14 days of the surgery through email, [mostlymuttz@gmail.com](mailto:mostlymuttz@gmail.com) or US Postal Mail, PO Box 406, Gilbertsville, Pa 19525. **Failure to submit proof of sterilization within 14 days of the surgery will result in forfeit of your deposit.** If for any reason, under the advice of a licensed vet the Dog's sterilization cannot be done by the above date, you agree to contact us to ensure that you will be refunded at a later date. **Under any/all circumstances documentation of sterilization MUST be submitted to Mostly Muttz Rescue, Inc.**

4. **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 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).

5. **Veterinary Care:** You agree to have the Dog examined by your licensed veterinarian within 10 days after adoption and will be provided with medical treatment as needed. You agree to keep all vaccinations current including but not limited to Rabies, Distemper/Parvo (DHPP), AND to ensure the Dog receives preventative medication to protect against heartworm. 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.

6. **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 unsupervised. Also, the Dog will NEVER be tied up on your property or elsewhere.

7. **Transportation:** The Dog will be properly restrained, preferably using either a secured crate or seat harness when transported in any vehicle. Adoptee will never be transported in the back of an open vehicle or pick-up truck. Adoptee will not be allowed to ride with his/her head outside the window of a moving vehicle.

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

9. **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 Mostly Muttz Rescue, Inc. to transfer the ownership of the Dog to a friend or relative. Rescue must approve the new adopter who will be required to sign an agreement similar to this one.

B. Return Adoptee to Rescue.

10. **Return Policy:** If Adopter decided to not keep the Dog, Adopter hereby agrees to return the Adoptee to Rescue. Importantly, Adopter agrees to give Rescue **ten working days** to secure a kennel, and will provide safe and loving care of the Dog until it is returned. Adopter agrees to safely transport the Dog to the determined kennel or veterinarian facility, and will return any/all paperwork and supplies provided by Rescue at that time. \_\_\_\_ **(Adopter Initial)**

11. **Euthanasia:** You agree that you may not euthanize the Dog except in the case of the Dog's terminal illness or injury, or old age accompanied by pain and suffering and in that case, the euthanasia must be performed by a licensed veterinarian.

12. **Change of Contact Info:** You will notify Mostly Muttz Rescue, Inc. of all changes of address and/or telephone within 30 days after the change via email, [mostlymuttz@gmail.com](mailto:mostlymuttz@gmail.com) or US Postal Mail, PO Box 406, Gilbertsville, Pa 19525.

13. **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 Mostly Muttz Rescue, Inc. in the event of Adopter's death.

14. **Follow Up:** Adopter understands and agrees that Mostly Muttz Rescue, Inc. 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 Rescue.

Adopter agrees to follow up with Rescue at 2 weeks, 1 month, 6 months, 1 year and every year thereafter via Facebook (Mostly Muttz Furever Families), email, [mostlymuttz@gmail.com](mailto:mostlymuttz@gmail.com), or phone, 844-688-8913.

\_\_\_\_ (Adopter Initial)

**Right to Reclaim:** Adopter understands and agrees that Rescue reserves the right to reclaim adoptee if any of the above conditions are not met to the satisfaction of Rescue. Adopter further understands and agrees that any expenses incurred by Rescue 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.

**No Warrantee:** Rescue makes no warranty as to the breed, temperament or physical condition of the Adoptee. The Adoptee is being adopted as is.

**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.

**Release & Indemnification/No Liability:** Adopter hereby releases Mostly Muttz Rescue, Inc. 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 Mostly Muttz Rescue, Inc. 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’s fees incurred by Mostly Muttz Rescue, Inc. in its defense.

**Breach of Agreement/Liquidated Damages.** 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. In addition, without waiving any of our rights under this Agreement, if you do not surrender the Dog to us, you will owe us a payment in the amount of \$2,500 agreed between us as just and reasonable liquidated damages to compensate us for our costs and expenses in connection with your breach of this Agreement and we reserve our rights to reacquire the Dog.

**Entire Agreement/Modification/Binding Effect:** This Agreement (including the attached Voluntary Release/Waiver of Liability) is the entire agreement between you and us, and supersedes any prior understandings between you and us with respect to the subject matter of this agreement. No modification of this Agreement will be valid unless in writing duly signed by both you and us. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors.

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

**BY ADOPTER:**

Signed & Agreed \_\_\_\_\_

Print Name \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Preferred Phone Number \_\_\_\_\_

E-Mail \_\_\_\_\_

**MOSTLY MUTTZ RESCUE, INC.:**

Signed \_\_\_\_\_

Print Name \_\_\_\_\_



### **VOLUNTARY RELEASE / WAIVER OF LIABILITY**

This Voluntary Release/Waiver of Liability (the "Release") is made and entered between this undersigned and Mostly Muttz Rescue, Inc. ("Charity") effective as of the below-indicated date. The undersigned desires to adopt an animal from Charity, and as an inducement to Charity to agree to the adoption, the undersigned hereby represents, acknowledges and agrees as follows:

1. I acknowledge that, due to the unpredictable nature of animals, certain risks and dangers may occur while caring for an animal, including risks of injury to person and property, and that I have voluntarily agreed to make the adoption contemplated herein with full knowledge of such risks and hereby voluntarily assume all of such risks.
2. I agree that I will not make any claims against, sue or attach any property of Charity, its directors, officers, agents, employees and/or volunteers for any injury or damage caused by any animal(s) adopted from Charity.
3. I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me or third parties as a result of any action or activity of any animal(s) adopted by me from Charity. It is my intention by this instrument to exempt and relieve charity from ALL liability for personal injury, property damage or wrongful death caused by negligence or otherwise.
4. I hereby agree to hold Charity and its directors, officers, agents and/or employees harmless and indemnify them from and against any liability, claims, judgments or expenses I may incur arising out of my adoption of an animal from Charity and/or my ownership or care of any such animal thereafter.
5. I HAVE CAREFULLY READ THE FOREGOING, AND I UNDERSTAND THAT TOGETHER THEY CONSTITUTE A DISCLAIMER OF LIABILITY BY CHARITY AND A RELEASE OF ALL CLAIMS BY ME. I UNDERSTAND THAT I ASSUME ALL RISKS INHERENT IN MY DECISION TO ADOPT AN ANIMAL FROM CHARITY AND ANY RELATED ACTIVITIES. I VOLUNTARILY SIGN BELOW TO EVIDENCE MY ACCEPTANCE OF THE ABOVE PROVISIONS.
6. If any portion of this Release is held invalid, it is agreed that the balance hereof shall continue in full legal force and effect.
7. This Release is governed by the laws of the State of Pennsylvania applicable to agreements entered into and fully performed therein.

Dated: \_\_\_\_\_ 20\_\_\_\_ Executed at \_\_\_\_\_, Pennsylvania

Signature of Pet Adopter: \_\_\_\_\_

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