

Shetland Sheepdog Club of Greater Baltimore, Inc.

Rescue and Adoption Service

Adoption Agreement

This agreement ("Agreement") is hereby made and entered into on this _____ day of 20_____
("Adoption Date"), _____ by and between

the Shetland Sheepdog Club of Greater Baltimore, Inc. ("Sheltie Rescue") and

_____ ("Adopter") (collectively "the Parties").

The Shetland Sheepdog known as _____

Color _____

? Male ? Female

Approximate Age _____

(the "Sheltie") is hereby released by Sheltie Rescue to Adopter for the sum of

_____ Dollars ("adoption fee").

The Parties hereby agree to the following terms of adoption:

(1) Sheltie Rescue warrants that to the best of its observation and knowledge, the Sheltie:

? Is current on shots, is spayed/neutered, is Heartworm Negative, and is taking heartworm prevention.

? Is currently free of disease.

? Is currently otherwise in good health except for the following known medical problems:

? Takes the following medication, and will need to continue to do so.

Interceptor (Heartworm preventative), 1 time per month

(2) Adopter understands that no one can predict what medical or temperament problems a dog may have in its lifetime. Although the Sheltie is, to Sheltie Rescue's observation and knowledge, not a known biter, Adopter agrees and understands that any dog **may** bite if provoked. Therefore, Adopter will use due caution when allowing **any** child or other person other than Adopter to be near this dog. Sheltie Rescue does not warrant anything other than the **current** health and observed temperament of the Sheltie. **SHELTIE RESCUE MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THIS AGREEMENT.**

(3) If for any reason this adoption is not successful, Adopter shall return the Sheltie to **Sheltie Rescue within fourteen days of the adoption date ("trial period") for a full refund of the adoption fee.** Refunds after the trial period may be made at the sole discretion of Sheltie Rescue.

(4) Should veterinary services be needed for the rescue during the trial period, Adopter must notify Sheltie Rescue immediately. Sheltie Rescue will provide needed care through its veterinarian or reimburse Adopter up to the customary charges of the rescue vet.

(5) If Sheltie Rescue has loaned a crate to Adopter for the purpose of transporting the Sheltie, Adopter shall return the crate to Sheltie Rescue at the end of the trial period.

Crate has been loaned to Adopter: ?Yes ?No

(6) Adopter agrees to provide routine vaccinations and any other necessary veterinary care for rest of the Sheltie's life.

(7) Sheltie Rescue, its successors, assigns, agents, and/or designees may examine and/or inquire at any time on the well being of this dog. Adopter further agrees that Sheltie Rescue, its successors, assigns, agents, and/or designees may reclaim the Sheltie upon the determination, to be made by Sheltie Rescue, its successors, assigns, agents, and/or designees in its and/or their sole and absolute discretion, that the Sheltie has been in any manner neglected or abused, and/or or upon **any** breach by Adopter of **any** part of this Agreement, with no refund of the adoption fees to Adopter.

(8) Adopter agrees that **ownership of this dog is not transferable**. Adopter agrees not to sell, trade, give away, or dispose of the Sheltie in any way. Adopter further agrees that if for any reason, he/she is unable to keep the Sheltie, he/she will notify Sheltie Rescue and turn ownership back over to Sheltie Rescue.

(9) The Sheltie is being placed with Adopter under the strict understanding that the Sheltie is going to a private home to live as an **indoor** pet. Adopter agrees that the Sheltie will reside inside, and will not be allowed to run loose or be left outdoors unattended. The Sheltie is being placed with a "Sheltie Rescue" numbered tag attached to the collar. Adopter agrees to attach an identification tag to the dog's collar to include Adopter's name and telephone number before removing the tag provided.

(10) Any notice required by this Adoption Agreement shall be valid if given to the other party: (a) in writing at the address listed below and/or (b) verbally at the telephone number and to the contact person listed below **[or, for Sheltie Rescue, on the attached contact sheet]**. Either party may change its address and/or telephone number for the purposes of this paragraph by notice to the other party in accordance with this paragraph. Messages left on telephone answering machines or sent via fax or e-mail shall not be considered sufficient notice hereunder.

Adopter:
Name:
Address:
Telephone No.: Day:
Evening:

Sheltie Rescue:
Contact Name(s)
Address:
Telephone No.:
[or attach separate contact sheet]

(11) Adopter irrevocably agrees to indemnify, defend, and hold harmless Sheltie Rescue, its officers, directors, employees, owners, shareholders, agents, attorneys, members, designees, contractors, licensees, successors, representatives and assigns, whether past, present, or future (collectively "Indemnitees") from and against any claim, loss, penalty, liability, cost and/or expense, including without limitation reasonable legal costs and/or attorneys' fees, arising out of or connected with any actual or threatened breach by Adopter of the terms of this Adoption Agreement, and/or any agreement, warranty, representation and/or undertaking made by Adopter in this Adoption Agreement.

(12) With the sole and limited exception of Sheltie Rescue's payment/reimbursement of veterinary costs within the fourteen day trial period and/or refund of adoption fees in the event of a return of the Sheltie within the fourteen day trial period, Adopter hereby forever releases the above-listed Indemnitees from any and all claims, actions, damages, liabilities, losses, costs and expenses (collectively "Claims") of any kind (including, without limitation, attorneys' fees), whether now known or unknown, arising out of, resulting from, in connection with, or by reason of Adopter's participation in Sheltie Rescue's sheltie adoption program and/or any action or attribute of the Sheltie. Should for any reason the foregoing release be ineffective to release Sheltie Rescue from any Claims, Adopter agrees that in no event shall Sheltie Rescue's liability for any Claims exceed the amount of the adoption fee plus the amount of any veterinary expense incurred by Adopter within the fourteen day trial period, which total amount constitutes liquidated damages and is not a penalty.

(13) In the event of Adopter's breach of any warranty or other default under this Agreement, Sheltie Rescue shall have all rights and remedies provided by law and equity to enforce this Agreement, including but not limited to, an action for damages in a suit to obtain specific performance of the terms of this Agreement, including the right to recover any costs incurred therein including reasonable attorneys' fees.

(14) Adopter acknowledges that Adopter shall have no right to assign this Agreement or delegate any of Adopter's responsibilities hereunder to any third party. Sheltie Rescue shall have the right to assign this Agreement freely.

(15) This Agreement expresses the entire agreement with respect to the matters contained herein and supersedes all negotiations, prior discussions, and preliminary agreements. The Parties expressly understand and agree that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except in a writing duly executed by each of the Parties.

(16) The Parties hereto are contractors independent of one another. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, joint venture, or agency relationship between the Parties.

(17) This Agreement and the legal relations between and among the Parties hereto shall be governed by and construed in accordance with the internal laws of the State of Maryland without any reference to its conflict of laws provisions. In the event any provision of this Agreement or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. All actions and proceedings to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in Maryland.

(18) The paragraph and section headings, organization and numbers of this Agreement are for convenience or reference only and shall not be considered for any purpose in construing this Agreement.

Accepted and agreed to by:

Shetland Sheepdog Club of Greater Baltimore, Inc.

By: _____

Its (Title): _____

Date: _____

E-mail: rescue@sscb.org

Adopter

Name: _____

Driver's License or SSN

Date: _____

E-mail: _____