



MustLuvBoxers

RESCUE

A 501(c)(3) non-profit organization

7528 313th St NW
Stanwood, WA 98292
(206) 778-9457
mustluvboxersrescue@comcast.net

**SAMPLE COPY
ADOPTION CONTRACT
TERMS**

***This SAMPLE COPY of MLBR'S Adoption Contract Terms
must be reviewed in its entirety in advance
by all potential Adopters of a dog from the MLBR program***

SAMPLE ONLY ---- SAMPLE ONLY ---- SAMPLE ONLY ---- SAMPLE ONLY ---- SAMPLE ONLY

The person(s) named above, hereafter referred to as the Adopter, hereby agree that the above-described dog is being adopted solely as a pet for themselves and their immediate family. The Adopter understands that ownership of this dog passes to them subject to the terms and conditions stated herein.

Right of First Refusal: If the Adopter becomes unable or unwilling to keep and care for the dog in the future, they agree to notify MLBR. If the Adopter can recommend a new home with a family member or friend who is known to the dog, they agree to have the party fill-out MLBR's online adoption application form before any transfer of the dog to a new location takes place. MLBR will give priority consideration to placing the dog with the Adopter's preferred family member or friend (with a waived adoption fee) provided the party is willing and able to care for the dog under the contract terms and requirements. If the Adoption Contract cannot be fulfilled by the preferred party, or if the Adopter is unable to recommend a potential new home for the dog, they agree to return the dog to MLBR without refund of the original adoption fee.

FURTHER, THE ADOPTER UNDERSTANDS AND AGREES:

- 1) Indoor Dog:** that the dog will be an indoor household companion and not an outside pet. The dog will be kept indoors when no one is home and sleep indoors at night. The Adopter will care for the dog in a humane and responsible manner and provide it with clean and adequate shelter, food, water, and veterinary care, and will allow a reasonable amount of time for the dog to adjust to its new surroundings.
- 2) Home Visit:** that an MLBR representative may visit my home to check on the well-being of the dog. MLBR will always contact the Adopter to set-up a mutually agreed-upon date and time for such a visit.
- 3) Nontransferable:** that they will not give or sell the dog to another rescue group, humane association, shelter or pound, any medical or experimental laboratory or institute, or other dealer/retailer/auction entity. The Adopter agrees to honor the Right of First Refusal.
- 4) Obeying Animal Control Laws:** that all state and local animal control and leash laws will be obeyed. The Adopter understands it is their responsibility to become familiar with these laws and to license the dog according to all city, county and/or state regulations.
- 5) Neuter/Spay Requirement:** that permanent ownership of the dog is contingent on compliance with Neuter/Spay Requirement. Adopter hereby agrees to have the dog spayed/neutered before it reaches eight (8) months of age, but not before seven (7) months of age **(between MM/DD/YYYY and MM/DD/YYYY)**. In the event the dog's health does not allow this requirement to be honored in the timeframe specified, the adopter must provide MLBR with a written statement from their veterinarian explaining why neuter/spay surgery needs to be delayed and include the earliest date at which the veterinarian recommends surgery be done. **Spay and neuter extensions will only be**

honored until the dog reaches 12 months. Extension letters must be submitted for approval to the Spay/Neuter Coordinator prior to the date stated on the adoption contract.

Further, it is the Adopter’s responsibility, not the veterinarian, to ensure that MLBR has received written proof that the neuter/spay surgery has been performed. Acceptable written proof includes a veterinarian-issued Neuter/Spay Certificate and/or a veterinarian-issued invoice showing charges for the neuter/spay surgery. Written notice must be sent to MLBR within one (1) week of the neuter/spay surgery.

Failure to comply with the neuter/spay requirement will be considered a breach of contract and MLBR will have the option of reclaiming the dog without refund of the adoption fee.

6) Microchip: that MLBR must be named as Primary Contact on the microchip registration; the Adopter may be named as Alternate Contact. MLBR information: MustLuvBoxers Rescue/Holly Adams, 7528 313th St NW, Stanwood WA 98292, phone: 206-778-9457.

7) Obedience Class Required: enroll the dog in, and complete an obedience class, within at least three (3) months of adopting the dog or within a timeframe that is acceptable to MLBR. The Adopter agrees to always keep the dog in their direct control at all times.

8) No Warranties or Guarantees: that the dog has been spayed/neutered and vaccinated for rabies by a licensed veterinarian and that the dog’s health and status for other vaccinations is accurately represented to the best knowledge of MLBR, and the Adopter accepts the dog “as-is.” No guarantees, MustLuvBoxers Rescue Adoption Contract : expressed or implied, are made by MLBR as to the temperament, breed, age, physical health, or suitability of the dog to the Adopter.

9) Hold Harmless: Indemnification – Release of Liability: that they are fully and solely responsible for the dog, and for any damages that may result from its actions. The Adopter hereby holds harmless, indemnifies, and releases MLBR, its officers, board of directors and volunteers for all claims, liabilities and damages caused by the dog.

10) Breach of Contract: that failure to comply with the above terms and conditions will constitute a breach of Contract and MLBR reserves the right to reclaim the dog by Adopter-return or legal means if a mutually acceptable remedy cannot be reached between MLBR and the Adopter.

FOR AND IN CONSIDERATION OF a nonrefundable adoption fee of **\$__.**00 and the terms and conditions stated in this Adoption Contract, MLBR agrees to adopt the dog to the Adopter. The nonrefundable adoption fee is not a selling price for this dog; it is money collected by MLBR to recover, in whole or in part, veterinary care, and/or other fair expenses incurred by MLBR on behalf of this dog and all other dogs in the MLBR program.

MLBR and the Adopter have entered into this Contract voluntarily, without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. Should any of the terms and provisions of this Contract be held invalid, such invalidity shall apply only to the said invalid provision(s) and the remaining provisions shall continue to remain valid and enforceable.

No modification or alteration to any part of this Contract shall be considered as having been made unless executed in writing and signed by both MLBR and the Adopter.

This Contract shall be governed by and construed according to the laws of the State of Washington

SAMPLE ONLY ---- SAMPLE ONLY ---- SAMPLE ONLY ---- SAMPLE ONLY ---- SAMPLE ONLY

CURRENT MLBR ADOPTION FEES:

0-3 Years of Age: \$475.00 4-6 Years of Age: \$350.00 7+ Years of Age: \$150.00