

# Agreement



CARS Number: \_\_\_\_\_

Animal Name \_\_\_\_\_

Breed \_\_\_\_\_

Age \_\_\_\_\_  M  F Microchip # and Maker \_\_\_\_\_

Adopter Name(s) \_\_\_\_\_ Adoption Date \_\_/\_\_/\_\_\_\_

Address \_\_\_\_\_

Home phone (\_\_\_\_) \_\_\_\_\_ Work phone (\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_ Driver's license # \_\_\_\_\_

### 1. Release of Liability and Hold Harmless Clause:

In consideration of the receipt of the above-referred dog, the Adopter hereby understands and agrees to forever release, discharge, indemnify and covenant to hold harmless Central Aussie Rescue & Support (CARS), its directors, officers, volunteers and successors and assigns from any and all liability, claims, damages, costs, expenses, loss of services, actions and causes of action arising out of any act or occurrence relating to the dog from the present time forward.

### 2. Adoption Donations/Adoption:

In conjunction with the adoption of this dog, the Adopter has tendered an adoption donation to Central Aussie Rescue & Support (CARS), receipt of which is hereby acknowledged. The donation is not a fee or sale price, but represents a contribution to defer CARS's expenses both directly and indirectly attributable to the rescue of this and other dogs. Adoption donations are NON-REFUNDABLE. If for any reason the adoption is not working out, after 10 days of the adoption date, Central Aussie Rescue & Support will refund your Adoption Donation less \$75.00, upon release of the adopted dog back to Central Aussie Rescue & Support. There are no exceptions to this matter unless a CARS Director provides consent in written form BEFORE the adoption.

### 3. Health and Temperament

Central Aussie Rescue & Support (CARS) makes no explicit or implicit guarantees in reference to the health and/or temperament of the dog. The Adopter assumes all responsibility for treatments of any and all conditions of physical or temperament changes that may occur. While CARS makes every effort to place only healthy animals with good temperaments, it cannot guarantee the health of any animal and may not be held responsible for any medical or training expenses that may be incurred after the date of adoption. The parties hereby acknowledge that CARS has not made any warranties relating to the dog, either expressed or implied, without limitation, or any warranties regarding health, temperament, or abilities of the dog.

CARS recommends Adopters visit their preferred veterinarian within seven days of adoption to verify the health of the dog. The Adopter agrees to provide the pet with the necessary ongoing vaccinations and medical care as advised by his or her veterinarian and local ordinances (including but not limited to annual heartworm and parasite tests, heartworm preventative, and rabies/booster vaccinations as required by law of the state in which the dog is domiciled). The Adopter agrees to obtain immediate veterinary care should the pet become sick or injured and to take full financial responsibility for any veterinary expenses.

Adopter understands and agrees that CARS shall have the right to contact ANY veterinarian who has examined and/or treated the dog for the purpose of gaining information regarding any aspect of the dog's health and care including but not limited to verifying the purchase by Adopter of heartworm preventative and/or ascertaining whether or not the dog has received vaccinations and/or other treatments as required by this contract. Adopter explicitly authorizes without further notice, the release of any information regarding the treatment, training, or other interaction of the dog by or with any animal control officer, law enforcement officer, veterinarian, trainer, groomer, boarder, or any other service provider.

#### **4. Care and Handling**

Adopter certifies, warrants, and agrees to provide the dog with adequate nutritious food, clean water, exercise, and shelter at all times. Adopter agrees to refrain from physical and/or emotional abuse of the dog at any time and shall not otherwise treat the dog in an inhumane manner or allow third parties to do so. Adopter warrants that the dog will live only in the main living quarters of Adopter's residence as a family member. The dog shall not be kept in a kennel environment except when brief, temporary boarding is necessary due to illness or absence of the Adopter. The dog will not be tethered or chained for more than two (2) consecutive hours in a 12-hour period. If the dog is outdoors for any reason, the Adopter will make shelter available at all times from sun, wind, precipitation, cold and extreme heat. The dog will never roam free unsupervised. Adopter agrees that the dog will not ride in the back of a pickup truck, nor will the dog remain in any vehicle unattended for any length of time at any time. Adopter ensures that the dog shall not be left unattended by an adult with children under the age of six (6) years at any time. Adopter agrees that the dog will wear an appropriate collar and identification tag at all times.

#### **5. Change of Address**

Adopter agrees to notify Central Aussie Rescue & Support (CARS) prior to change of address of the Adopter and/or a change of environment that will affect the dog. This will allow CARS to update your pet's registration information to be fully protected.

#### **6. Ownership and Return Policy**

Adopter further agrees to desist from giving, adopting, loaning, fostering, trading, swapping, abandoning, surrendering, or otherwise disposing of or destroying the dog in any manner or to any entity, unless the dog suffers a catastrophic injury or the dog's treating veterinarian recommends euthanasia. If the dog becomes lost, Central Aussie Rescue & Support (CARS) should be contacted immediately, as we may be able to help in the dog's recovery. If for any reason the Adopter must relinquish ownership of the dog, the Adopter must contact CARS prior to releasing the pet to anyone.

CARS has a commitment to all its animals for the lifetime of each animal. The Adopter agrees that if he or she is unwilling or unable to care for the animal for its entire lifetime, he or she will contact CARS and talk about options and resources available. Under no circumstances shall the Adopter transfer permanent custody, ownership, or possession of the animal to any one entity, or any entity or agency, without the approval and written consent of CARS. If for any reason the dog must be returned to CARS, the Adopter is responsible for any costs related to the transport and return of the dog. This includes but is not limited to shelter costs, gasoline/vehicle expenses, health certificates, and other veterinary costs.

#### **7. Forfeiture of Pet**

Any breach by Adopter of this contract shall, at the discretion of Central Aussie Rescue & Support (CARS), constitute immediate forfeiture by the Adopter of any and all of the Adopter's interest. Adopter agrees to return the dog to CARS upon demand. Adopter understands and agrees that there will be no refund of any donation made to CARS in the event of the return to or recovery by CARS of a forfeited dog. If the animal is seized by law enforcement or local authorities, for any reason, the Adopter relinquishes all ownership rights to CARS.\* Note any check returned to CARS for insufficient funds is considered to be a breach of contract and will be turned into the Attorney General's Office.

#### **8. Spay/ Neuter Clause**

If for any reason your pet is not surgically altered prior to adoption, it is the Adopter's responsibility to have this procedure completed by no later than 30 days after adoption. Proof of this procedure must be sent to Central Aussie Rescue & Support (CARS) no later than one week after the alteration. Failure to comply will result in the loss of your pet and surrender back to CARS. This policy is strict, per state requirements, and rare exceptions can only be made after review between CARS and the consulting veterinarian.

#### **9. Liquidated Damages – Legal Expenses**

Adopter acknowledges that Central Aussie Rescue & Support (CARS) has invested substantial monies for the purpose of rescuing, fostering, rehabilitating and if necessary recovering our animals. Adopter agrees to reimburse CARS for necessary costs and attorneys' fees expended to recover the dog, as well as the aforesaid liquidated damages if the dog is disposed of in any manner by Adopter or is not returned to CARS by Adopter upon demand. Adopter agrees that any and all costs, expenses and/or attorneys' fees incurred by CARS to enforce this agreement and/or to recover the dog from Adopter because of Adopter's failure to comply with any terms of this agreement shall be paid by Adopter. Adopter also agrees that CARS is not responsible for any damages in the home, vehicles, or other property after the point of adoption and these expenses are solely the responsibility of the Adopter.

**10. Audio-Visual Images.**

The Adopter understands that the activities of Central Aussie Rescue & Support (CARS) are potentially of interest to donors, foundations, contributors, government officials and the public at large, and that in connection therewith such activities, including adoptions, may be recorded on film, video or other electronic recording media. The Guardian/Adopter hereby consents to such recording and to the use by CARS of any recorded images or other media recordings of his/her name and likeness for any purpose related to furtherance of the objectives of CARS. In particular, the Adopter grants CARS permission to copyright and use, reuse, publish, and republish recorded images or other media recordings, without restriction as to changes or alterations, for art, advertising, trade, or other purpose.

*This agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. All disputes under this agreement will be settled by binding arbitration. The Guardian/Adopter represents that the information provided in the application process is true and correct to the best of the Adopter's information and belief. The Adopter agrees that he/she is legally competent to enter into this agreement, and this Agreement is binding upon the heirs, assigns, successors, personal representatives and executors of both parties. The Adopter agrees that he/she understands that by signing this agreement he/she is bound to any changes that may occur within the organization regarding our adoption policies.*

\_\_\_\_\_ Adopter

\_\_\_\_\_ CARS Representative

Adoption Donation: \$ _____	
<input type="checkbox"/> Cash	<input type="checkbox"/> Check
<input type="checkbox"/> Debit/Credit/Paypal	