



## Adoption Contract

This Adoption Contract ("Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by New Love Animal Rescue (NLAR), and \_\_\_\_\_ ("Adopter"), to accept ownership of and provide a permanent home for the following dog ("Dog"):

Dog's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_

Description: \_\_\_\_\_ ID# \_\_\_\_\_

Sex: \_\_\_\_\_ Weight: \_\_\_\_\_

Microchip Vendor #: \_\_\_\_\_ Microchip Number #: \_\_\_\_\_

Spayed/Neutered: Yes / No (*Spay/Neuter Requirements detailed below*) SPAY/NEUTER REMINDER OF DUE DATE: \_\_\_\_\_

Special Needs? Yes / No (*See Special Needs Addendum*) Reason: \_\_\_\_\_

\_\_\_\_ (Initial) Other Requirement(s): \_\_\_\_\_

\_\_\_\_ (initial) 1. DISCLAIMER: Animals are different from human beings in their responses to human action and the actions of the animals are often unpredictable; animal should be closely supervised when they are with children and an animal's behavior may change after he/she leave the shelter or foster home. NLAR makes no claims or representations or warranties (either expressed or implied) as to the temperament, health or mental disposition of subject animal(s).

\_\_\_\_ (initial) 2. OWNERSHIP: NLAR makes a commitment to all of its dogs and adopters to ensure each dog has an appropriate home for the natural lifetime of each dog. I, Adopter, accept possession and ownership of the Dog and all obligations and responsibilities inherent with keeping the dog as a lifetime companion animal, and I agree to pay the adoption fee listed at the bottom of this Contract.

\_\_\_\_ (initial) 3. RELEASE AND INDEMNIFICATION: I, Adopter, understand that I am 100% responsible for the behavior of the Dog and accept full legal and financial responsibility for the Dog and the Dog's actions. The Adopter, for the Adopter and the Adopter's heirs, executors, personal representatives, and assigns (collectively the "Releasing Parties"), agrees to release NLAR, its founders, directors, officers, employees, agents, representatives, contractors, volunteers, successors, and assigns (collectively the "Released Parties") from all liability, loss, damage, injury, or claims, including but not limited to attorney's fees and other litigation costs, arising from this adoption, this Contract, and the Dog ("Covered Claims"). The Adopter, for the Adopter and all Releasing Parties, agrees to indemnify and hold NLAR and the Released Parties harmless for all Covered Claims, and to cover all reasonable legal fees and other expenses incurred by NLAR and the Released Parties in investigating and defending against Covered Claims, including but not limited to reasonable attorney's fees and costs.

\_\_\_\_ (initial) 4. HEALTH AND CONDITION: I, Adopter, understand that NLAR does not place any animal that it actually knows to be sick or injured, unless the condition is fully disclosed to the Adopter. I am aware that the Dog I am adopting comes from a shelter, foster home or owner surrender with limited resources and that NLAR is under no obligation to provide the Dog with a full medical exam prior to adoption. As a result, sickness, injury and disability may exist unbeknownst to NLAR. NLAR is not responsible for payment of any vet care, including known and unknown medical conditions, once I adopt the Dog. If the Dog has a medical condition or injury that I cannot, or choose to not to, have treated by a veterinarian, I must immediately contact NLAR and return the Dog. In the event of such a return, I hereby waive my right to any fees paid to NLAR in connection of the adoption of the Dog.  
*For Special Need Adoptions (behavior or medical), see Special Needs Addendum.*

\_\_\_\_ (initial) 5. CONTINUED OBLIGATIONS: I, Adopter, agree I will not: (a) give the Dog away for the purpose of relinquishing responsibility for the Dog; (b) surrender the Dog to a shelter or other releasing agency; or (c) release the Dog into the wild or otherwise abandon the Dog under any circumstance. **If I am unable to care for Dog at any time, I will contact NLAR immediately and return the Dog to NLAR immediately. Failure to do so constitutes a material breach of this Contract and may result in legal action.** In the event of such return, I hereby waive my right to any fees paid to NLAR in connection of the adoption of the Dog.

\_\_\_\_ (initial) 6. IMPROPER CARE: I, Adopter, agree I am accepting the Dog as a family pet and I will not keep the Dog as outdoor pets (to include but not limited to chained outdoors, tethered outdoors, attached to trolley systems outdoors, or use for breeding, medical experimental purposes, or animal fighting). I, Adopter, further agree I will never allow the Dog to ride in the open bed of a pickup truck, leave the Dog unattended in a vehicle for any period of time, nor use or train the Dog as an attack or guard animal.

**(initial)** 7. PROPER CARE: I, Adopter, agree to provide proper and humane care to the Dog, including but not limited to daily adequate food, fresh water, shelter, exercise, human companionship and all other necessities. I agree I will keep an ID tag on the Dog) at all times. The Dog will be an indoor pet only.

**(initial)** 8. VETERINARY CARE: I, Adopter, agree to take the Dog to a licensed veterinarian at least annually and will remain in compliance with all applicable local, county and state requirements. I further agree to provide all required and/or necessary medical care for the Dog.

**(initial)** 9. COMPLIANCE: I, Adopter, agree to comply with all licensing and registration obligations for the Dog. I agree to obey all leash laws and not allow the Dog to run at large, and to comply with all other local and state obligations and laws.

**(initial)** 10. TRAINING: I, Adopter, understand that OBEDIENCE TRAINING is of the utmost importance and that it can make the Dog's transition into my home more successful. Dogs under the age of 1 benefit largely from formal obedience training and can prevent the development of behavioral problems later in life. I will make every effort to enroll Dog in obedience class as soon as possible.

For Special Need Adoptions (behavior or medical), see *Special Needs Addendum*.

**(initial)** 11. SPAY/NEUTER: I, THE ADOPTER, UNDERSTAND AND AGREE THAT IF THE DOG HAS NOT ALREADY BEEN STERILIZED UPON ADOPTION, VIRGINIA CODE SECTION 3.2-6574 MANDATES THAT I HAVE THE DOG STERILIZED BY A LICENSED VETERINARIAN. FAILURE TO TIMELY STERILIZE THE DOG WILL SUBJECT ME TO A CIVIL PENALTY, AND I MAY BE COMPELLED TO COMPLY WITH THESE PROVISIONS. STERILIZATION MUST BE PERFORMED WITHIN 30 DAYS OF ADOPTION FOR SEXUALLY MATURE DOGS, OR WITHIN 30 DAYS AFTER THE DOG REACHES FOUR MONTHS OF AGE. Failure to sterilize will also carry other consequences under this Contract. If the Dog requires sterilization, I, Adopter, agree to: (a) provide an additional \$100 deposit upon adoption; (b) have the Dog spayed or neutered by the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and (c) mail or email NLAR confirmation of the sterilization **within seven (7) days of the sterilization**. Upon receipt of that confirmation, NLAR will validate with the vet in order refund the sterilization deposit. Failure to comply with this sterilization requirement may result in a civil penalty, and additionally will result in: (a) immediate relinquishment of the Dog to NLAR; (b) possible civil penalty under Virginia Code Section 3.2-6576; (3) relinquishment of all fees paid to NLAR; and (4) potential further legal action by NLAR.

**(initial)** 12. NOTIFICATION: I, Adopter, agree to immediately notify NLAR in the event the Dog become lost or dies. I further agree to notify NLAR if any of my contact information (address, phone number or email address) changes.

**(initial)** 13. AFFIRMATION OF NO CONVICTIONS: I, Adopter, affirm that neither I nor any member of the household has ever been accused or convicted of an animal welfare violation, including neglect, cruelty, or abandonment, and that I will immediately notify NLAR of any changes in charges or convictions.

**(initial)** 14. RECLAMATION: I, Adopter, agree that NLAR reserves the right to follow up with the Adopter and the Dog via telephone calls and home visits. NLAR reserves the right to terminate this Contract and reclaim the Dog if, in NLAR's discretion, the Dog is neglected, mistreated, or denied medical care, or I, Adopter, fail to comply with this contract or fail to comply with local or state laws applicable to the Dog.

**(initial)** 15. MISCELLANEOUS:

- Enforceability and Modification:** The provisions of this Contract survive termination of this Contract. This Contract contains the entire agreement between the parties, and supersedes all prior agreements or understandings of the parties. This Contract may be changed only in writing signed by the party against whom enforcement is sought. To the extent that any provision of this Contract is deemed to be unenforceable, the remaining provisions of this Contract will remain in full force and effect.
- Notice:** All notices shall be sent to the mailing and/or email addresses on this Contract, NLAR's website, or any other addresses provided in writing.
- Applicable law, jurisdiction and venue:** This Contract shall be governed by the laws of the Commonwealth of Virginia without regard to its rules for conflict of law and without regard to where this Contract is signed. In the event of a dispute, NLAR and the Adopter agree to submit to the jurisdiction of the courts of the Commonwealth of Virginia, and to litigate in the Small Claims Courts, General District Courts or the Circuit Courts for the City of Alexandria or Fairfax County in the Commonwealth of Virginia.
- Remedies:** Should the Adopter violate this Agreement, NLAR is entitled to seek all legal and equitable remedies available, including but not limited to NLAR's reasonable attorney's fees, expert witness fees, and costs. In addition to any other remedies available to NLAR, the Adopter shall be liable for liquidated damages in the amount of Five Hundred Dollars (\$500.00) if the Adopter fails to sterilize the Dog as required, and liquidated damages in the amount of Five Hundred Dollars (\$500.00) if NLAR reclaims the Dog. By Signing below, NLAR and the Adopter agree that they have reviewed this Contract and agree to be bound by its terms.

#### ADOPTER INFORMATION

Name: \_\_\_\_\_ Driver's License # / State \_\_\_\_\_ / \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ (W) \_\_\_\_\_

E-Mail: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Adoption Fee: \_\_\_\_\_ Spay/Neuter Deposit: \_\_\_\_\_ Donation: \_\_\_\_\_

Check #: \_\_\_\_\_ Check #: \_\_\_\_\_ Check #: \_\_\_\_\_

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