

AUSTRALIAN CATTLE DOG RESCUE, INC. ADOPTION AGREEMENT

Adopted Dog's Registered Name _____ Call Name _____

Color _____ Sex _____ Age _____ Weight _____

Tattoo Number _____ Microchip Number _____

Identifying Marks _____

1. Parties

1.1 Australian Cattle Dog Rescue, Inc., a California State nonprofit public benefit corporation, is hereinafter referred to as the "Corporation" in this adoption agreement. The Corporation includes that organization and all of its affiliates and related entities including, but not limited to, these organizations officers, directors, committee members, members, employees, agents, heirs, successors and assigns.

1.2 Adopter is the person or persons identified as the adopting parties below, together with their agents, heirs, successors and assigns.

2. Adopter's Obligations

2.1 RETURN. The Corporation retains the right to recover the adopted dog from the Adopter if:
. the adoption is not satisfactory to the Adopter, in the Corporation's sole judgment, recovery would be in the best interests of the adopted dog,
. the Adopter fails to comply with the provisions of this adoption agreement,
. the Adopter at any time misrepresents to the Corporation matters which are material to the welfare of the adopted dog,
. the adopted dog is found, in the Corporation's sole judgment, to be unsuitable for this adoption, or
. the Corporation is legally obliged to recover the adopted dog from this adoption.

2.2 REFUND. If a return takes place prior to two weeks from the adoption and the adopted dog is in good or better mental and physical condition as on the date of the adoption, there shall be a full refund of the adoption fee. There shall be no refund after two weeks.

2.3 TRANSFER OF OWNERSHIP . The adopted dog shall not be transferred to any other person, firm, corporation, organization, or other entity, for any reason whatsoever but shall be returned to the Corporation rescue committee member.

2.4 TRAINING. Under no circumstances shall the adopted dog be protection, attack trained, or allowed to be used as a guard dog for any agency, firm, corporation, or organization. Obedience training is highly recommended . **THE ADOPTED DOG SHALL NOT BE MAINTAINED OUTSIDE AS A YARD DOG.** The primary and ONLY function of the adopted dog is that of a companion. The Adopter shall allow reasonable inspection of the adopted dog and its housing for the life of the adopted dog. The Adopter shall provide a current address and telephone number to the rescue committee member for the life of the adopted dog.

2.5 PRO PER OWNERSHIP . The Adopter shall take the adopted dog to a Veterinarian familiar with Australian Cattle Dog temperament, within three (3) calendar days from the date of adoption for a physical examination. The Adopter shall provide written proof of the required physical examination to the rescue committee member. The adopted dog shall be placed on an inoculation program established by the Veterinarian. The Adopter shall provide food, water, shelter, protection, and any medical care needed for the life of the adopted dog.

2.6 IDENTIFICATION. The adopted dog shall wear identification and license (if required by local law) tags at all times.

2.7 LOSS. If the adopted dog is lost or stolen, the Adopter shall notify the rescue committee member immediately.

2.8 Adoption Fee. The Adopter shall pay the Corporation an adoption fee in the amount of \$ 100 when this adoption agreement is executed.

3. Information about the adopted dog. As a courtesy to the Adopter, the Corporation has furnished the Adopter with limited information about the adopted dog. The Corporation has no reason to believe this information is false, however, the Corporation cannot and does not represent that such information is accurate. The Adopter may not and is not relying upon the accuracy of the information supplied by the Corporation in entering into this adoption agreement. Instead, the Adopter has fully and freely examined the adopted dog and has based the decision to adopt upon its own evaluation of the adopted dogs character and condition.

4. Warranties and liabilities.

4.1 Release . In consideration of the Corporation's transfer of the adopted dog to the Adopter, the Adopter agrees that it, its assignees, heirs, distributees, guardians, and legal representatives forever releases and shall not make a claim against, sue, or attach the property of the Corporation for any actions, causes of actions, suits, liabilities, claims, demands, damages or causes of any kind or nature whatsoever, whether presently existing or arising in the future, whether known or unknown, which arise out of or are based upon any fact, matter, claim or thing involving this adoption or the adopted dog .

4.2 Liability to third parties. The Adopter agrees to indemnify and defend the Corporation against and save the Corporation harmless from any and all demands, claims, causes of action, or judgments, and any and all expenses (including, without limitation, attorneys fees) incurred in investigating or resisting the same, for injury to person, loss of life, or damage to property occurring

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during the term of this adoption agreement and until all applicable statutes of limitation expire, arising out of any act, omission, or neglect of the Corporation.

4.3 Disclaimer of Uniform Commercial Code warranties. **THE ADOPTED DOG IS FURNISHED TO THE ADOPTER AS IS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION, GUARANTEE OR WARRANTY CONCERNING ITS PERFORMANCE OR CONDITION. ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY THE CORPORATION AND WAIVED BY THE ADOPTER.**

5. Waiver of Jury Trial; Attorney Fees. If any party commences litigation against any other party for the specific performance of this adoption agreement, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties waive any right to a trial by jury and, in the event of any commencement of litigation, the prevailing party shall be entitled to costs and attorneys fees in any action or proceeding arising out of this adoption agreement and/or in any action or proceeding to enforce a judgment based on a cause of action arising out of this adoption agreement. All litigation shall be filed and prosecuted in the State of California, Los Angeles Judicial District.

6. Entire agreement and waiver. This adoption agreement constitutes the final, complete and exclusive statement between the parties to this adoption agreement and supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. Neither party has

been induced to enter into this adoption agreement by, nor is either party relying on any representation or warranty outside those expressly set forth in this adoption agreement. Any agreement made after the date of this adoption agreement is ineffective to modify, waive, or terminate this adoption agreement, in whole or in part, unless that agreement is in writing, is signed by a Corporation board member and the Adopter, and specifically states that agreement modifies this adoption agreement.

7. Governing law and severability. This adoption agreement shall be governed by, and construed in accordance with, California law. If any term or provision of this adoption agreement is, to any extent, held to be invalid or unenforceable, the remainder of this adoption agreement shall not be affected, and each term or provision of this adoption agreement shall be valid and be enforced to the fullest extent permitted by law. If the application of any term or provision of this adoption agreement to any person or circumstances is held to be invalid or unenforceable, the application of that term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term or provision of this adoption agreement shall be valid and be enforced to the fullest extent permitted by law.

8. Captions. Captions to the sections in this adoption agreement are included for convenience only and do not modify any of the terms of this adoption agreement.

Contract Date

Australian Cattle Dog Rescue, Inc., (Rescue Committee Member)

Adopter's Address

Adopter's City

Adopter's State Adopter's Zip Code

Adopter's Home Telephone

Adopter's Work Telephone

Adopter's Name (Please PRINT)

Adopter's Signature