

# NorCal Bernese Mountain Dog Rescue

## Adoption Agreement

Description of Bernese Mountain Dog being adopted

Name of dog:

Est. Age or Date of Birth:

Breeder:

Sex of Dog: Dog is neutered/spayed?

Reg # (AKC/Other):

Microchip #:

Known veterinary treatment: Vet records will be given to the adopting parties.

The NorCal Bernese Dog Rescue (hereafter known as Rescue) is seeking to place a Bernese Mountain Dog: \_\_\_\_\_ (hereafter known as the dog) in a permanent adoptive home. \_\_\_\_\_ (hereafter known as the adopter) wants to provide a permanent adoptive home for the dog. Accordingly, Rescue and the adopter agree as follows:

The adopter understands, and agrees to accept, the following conditions and restrictions in order to adopt the dog described, from Rescue. Rescue agrees to assign its right, title and interest in the above dog under the conditions of this document. The adoption fee for the above dog is \$300.00, payable to NorCal Bernese Mountain Dog Rescue.

### **Adopters shall:**

1. Provide this dog with a loving home and accept this dog as a member of the family for the life of the dog. The dog shall be provided proper food, fresh water, adequate exercise and safe shelter at all times.
2. Reside in a home they own or in a residence where pets are permitted.
3. Provide veterinary care, including all vaccination and medical tests required to maintain good health. This includes heartworm prevention.
4. Comply with all state and local laws/regulations/ordinances relating to the keeping of this dog, including licensing and leash laws.
5. Ensure that this dog wears obvious identification at all times
6. Notify Rescue if this dog becomes lost, is stolen or dies.
7. Accept the removal of this dog from their home, and assign all right, title and interest to this dog, if there has been a violation of this adoption agreement.

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### **Adopters shall not:**

1. Stake or chain this dog when it is outside.
2. Permit the dog to run free, or off leash out of immediate control
3. Relinquish this dog to any other person or organization without the knowledge and written permission of Rescue.

The adopter understands that they are assuming complete responsibility for the dog. Unless otherwise modified by the terms of this agreement, that responsibility lasts for the life of the dog. The adopter understands that this dog was surrendered to Rescue by its previous owner. The dog may have unresolved mental, physical or medical conditions which may make the dog difficult or expensive to care for. Rescue makes no representations, warranties, or guarantees regarding the health of the dog.

The adopter agrees that Rescue has no further responsibilities for this dog, medical or otherwise, and will notify the Rescue if they are unable, for any reason, to keep the dog. The adopter is fully aware of the potential risks and hazards associated with adopting the dog, and hereby elects to assume full responsibility for any risk of loss, property damage or personal injury, including death, which may result from the adoption of the dog.

As further consideration for entering into this adoption agreement, the adopter hereby releases, waives, discharges, and promises not to bring any legal or administrative action against Rescue, or anyone associated with Rescue, from or related to any and all liability, claims, demands, actions and causes whatsoever arising out of or related to any loss, damage or injury, including death, that may arise either from the adoption of the dog, or from any future conduct of the dog.

The adopter further agrees to indemnify and hold Rescue harmless from any loss, liability, damage, or costs, including attorney's fees and court costs that Rescue may incur as a result of this agreement or future conduct by the dog. The adopter agrees that this contract shall bind the members of their family, if they are alive, and heirs, assigns, and personal representatives, if they are deceased or incapacitated, and shall be deemed a release, waiver, discharge, and promise not to bring any legal or administrative actions against Rescue.

The parties agree that this agreement shall be governed by the laws of the state of California. The state of California shall be the exclusive jurisdiction and venue of any actions brought under this agreement.

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AGREED & ACCEPTED

Signature of adopter(s):

\_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_

Phone/email: \_\_\_\_\_

Signature of authorized Rescue representative:

\_\_\_\_\_ Date: \_\_\_\_\_