

NORTHERN CALIFORNIA BORDER COLLIE RESCUE & ADOPTIONS
DOG ADOPTION AGREEMENT

Northern California Border Collie Rescue & Adoptions Inc, hereinafter referred to as Rescue and _____, hereinafter referred to as Adopter(s), in consideration of the fees and terms contained herein, mutually accept and witness the following Dog Adoption Agreement for the Dog described below:

Rescue Name: _____ Sex: Male / Female (circle one)

Rescue ID Tag #: _____ Microchip # _____

Apparent Breed: Pure / Mix Border Collie / Other: _____

Coat and Distinguishing Marks: _____

Adoption Date: _____, 20____. Adoption Fee: \$_____.00 (via Cash or Check _____)

Terms of Adoption:

1. With execution of this Agreement legal ownership of Dog is transferred from Rescue to Adopter. Adopter hereby acknowledges receipt from Rescue of Dog, accepts Dog as is, and assumes all risk and financial responsibilities of Dog ownership. At no time shall Adopter and Rescue share ownership of Dog.
2. Adopter releases Rescue from any liability for any illness of Dog and any damage, accident, injury or action hereafter caused by, or to Dog, while Adopter is in ownership of Dog.
3. At any time after adoption Adopter cannot or chooses not to keep Dog, as a first step, Adopter is not to relinquish Dog to an animal shelter but to notify Rescue and provide Rescue with the opportunity to accept Dog back into rescue. Adopter to return Dog to location at which adoption was performed unless Adopter and Rescue mutually agree to an alternate location.
 - a) If Dog is surrendered by Adopter back to Rescue without added illness or injury within 14 days of the Adoption Date Adopter is eligible to receive from Rescue as compensation the full amount of the Adoption Fee. Note: The foster volunteer from whom Adopter obtained Dog and with whom the Adoption Fee was given is not responsible to provide such compensation payment to Adopter. Any surrender compensation payment to Adopter from Rescue to be via bank check mailed from Rescue's corporate office within seven days of Rescue having received Dog and confirmed Dog's condition.
 - b) At Rescue's discretion, Adopter may request Rescue extend the 14 day period in which Dog may be surrendered to Rescue and Adopter receives compensation equal to the Adoption Fee. Any agreed upon extension period must be established by Adopter and Rescue in writing.
 - c) No compensation by Rescue to Adopter is available for Dog surrender to Rescue after 14 days from the Adoption Date or after any agreed upon extension.
4. Some information on Dog may have been provided by others, typically by animal shelters or a prior owner. Rescue does not warrant the accuracy of information provided by others. Age of Dog presented by Rescue is often an approximation based on non-clinical opinions by Rescue, veterinarians or other animal care personnel.
5. Unless provided with written authorization from Adopter, Rescue shall not provide a prior owner of Dog with knowledge of Adopter's identity or contact information.
6. Adopter agrees Dog shall not be used for medical or any experimental purpose. Adopter shall treat Dog humanely and provide adequate food, shelter, water and veterinary care for the duration of Adopter's ownership of Dog. Adopter shall license Dog with the jurisdiction in which Adopter resides and not allow Dog to roam free of Adopter's property, nor keep Dog chained or tied other than for emergency short-term restraint, and not allow Dog to be transported in an open bed of a vehicle upon public roadways.

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7. Where Dog has come to Rescue directly, required waiting period and public notifications have been performed to enable Dog to be legally adopted. Where Dog has been obtained by Rescue from an animal shelter or other rescue organization, Rescue assumes those parties have followed legal requirements for dog adoption. In the event a prior owner of Dog seeks to reclaim Dog from Adopter, Adopter shall not hold Rescue responsible or liable for such actions. If determined by legal authority an adopted dog is to be returned to a prior owner, the sole remedy afforded to Adopter of Rescue shall be a refund of the Adoption Fee. Such repayment shall not include any dog expenses incurred by Adopter.
8. If Adopter has provided inaccurate information on their Adoption Application or acts in a manner contrary to the terms of this Adoption Agreement or violates the laws of the jurisdiction in which Dog resides, Rescue reserves the right to require Adopter surrender Dog back to Rescue. Such surrender to be without monetary compensation to Adopter or reimbursement for any dog expenses incurred by Adopter.
9. Adopter and Rescue, hereinafter also referred to as "party" and "parties," mutually agree to the following clauses:

Indemnification: Adopter agrees to indemnify, defend, and hold harmless Rescue's owners, directors, officers, employees, volunteers, representatives and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of Adopter's representations, warranties, or agreements hereunder; (ii) arises out of the negligence or willful misconduct of Adopter; or (iii) arises directly or indirectly out of or in connection with the operation of the Adopter, and from liability for injuries suffered by any person relating to the Adopter, excluding, however, claims or demands arising out of the intentional misconduct or sole negligence of Rescue.

Severability: If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

Non-Waiver: Failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter; nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Attorney's Fees: In the event of litigation relating to this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

Law and Forum: This Agreement shall be interpreted under the laws of the State of California.

Merger and Integration: This Agreement represents the entire and integrated agreement between Adopter and Rescue and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written agreement mutually signed by the parties.

Signed this _____ day of _____ 20_____

Adopter(s): _____
Printed Name Signature

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Numbers: Home: _____ Mobile: _____ Other: _____

Email: _____

Driver's License or ID card checked (do not record ID numbers)? Yes No

Rescue Representative: _____
Printed Name Signature