



ROCKY MOUNTAIN COCKER RESCUE

SAMPLE

ADOPTION CONTRACT

Dog's Name: _____ Dog's ID: _____

Breed: _____ Color: _____

Gender: ☐ Male ☐ Female DOB or Approximate Age: _____

Microchip Company: _____ Microchip Number: _____

Origin of Dog: _____ City, ST _____

This ADOPTION CONTRACT is made and entered into this _____ day of _____, 20____ between ROCKY MOUNTAIN COCKER RESCUE, Inc (hereinafter referred to as RMCR), and

_____ (hereinafter referred to as Adopter, whether one or more persons). WHEREAS, in order to protect dogs, RMCR accepts for placement from individuals, animal shelters, humane societies, and other persons and entities, dogs which are unwanted, lost, abandoned, neglected or mistreated, or whose circumstances have changed; and WHEREAS, RMCR attempts to place such dogs where possible into suitable homes in consideration for the payment of a fee determined in each case. NOW THEREFORE, it is agreed as follows:

1. RMCR agrees to adopt the above described dog to the Adopter.

2. Adopter agrees to pay the adoption fee below (non-refundable after 30 calendar days).

☐ \$350 for a young spayed/neutered dog up to age 2 years

☐ \$300 for an adult age 2 years up to 9 years

☐ \$150 for a dog 9+ years old

☐ Other: _____

3. Adopter agrees this dog will be kept as an indoor companion/pet and will share the Adopter's home as a family member.

(adopter's initials)

4. Adopter will not use nor allow this dog to be used for any illegal purposes.

5. It is expressly understood by the parties to this Adoption Contract in the case of a dog which has not been voluntarily released to RMCR by its owners and/or which has not been obtained from a governmentally operated or sanctioned entity which is empowered by law to transfer or otherwise dispose of such dog free and clear of any claim of ownership, RMCR cannot guarantee it has absolute free and clear title to such dog and does not guarantee that no claim of ownership will ever be made against such dog by another party.



6. If for any reason Adopter is unable to keep this dog for its entire life, Adopter must contact RMCR and make arrangements to return dog to RMCR. Adopters agree not to sell, give away or dispose of this dog in any other manner (except euthanasia for medical reasons advised by a licensed veterinarian) without prior written consent by RMCR. _____
(adopter's initials)
7. Adopter agrees to keep a collar or harness with the dog's current identification tags on this dog at all times. Invisible fence collars are acceptable. SHOCK collars are STRICTLY PROHIBITED! _____
(adopter's initials)
8. It is expressly understood that RMCR places this dog with no warranty as to the physical condition or temperament of this dog. The Adopter accepts this dog as it is with all defects, either observable or unobservable, and assumes all risks for this dog beginning the date of this signed contract. _____
(adopter's initials)
9. RMCR receives dogs from a variety of sources. Information about these animals is often minimal at best and RMCR must rely on previous owners, veterinarians and shelter personnel to provide data such as age, health status and social temperament. RMCR will forward any and all information regarding this dog, but understand if a veterinarian disagrees with the information provided, RMCR shall not be held responsible for disseminating false information. RMCR can only forward the info provided when this dog was received along with info learned while in our care and will never knowingly withhold any information. _____
(adopter's initials)
10. RMCR suggests Adopter take this dog to a licensed veterinarian within 30 days of adoption. At a minimum, a heartworm test and initial core vaccinations were administered to this dog; it is incumbent upon the Adopter to provide any booster vaccinations and consult a vet regarding the heartworm lifecycle and any false negative results. RMCR does its best to treat any known or discovered disease or illness while this dog is in our care; however, after this dog is adopted, the Adopter assumes full financial responsibility for all veterinary care, agrees to provide such care and agrees not to seek reimbursement for that care from RMCR. _____
(adopter's initials)
11. Adopter agrees to care for this dog in a humane manner, including, but not limited to, providing clean fresh water, premium quality food, adequate shelter, regular exercise, regular grooming and all necessary veterinary care for the duration of this dog's life. _____
(adopter's initials)
12. Adopter agrees this dog will never be left alone in a vehicle for any amount of time when the outdoor temperature exceeds 60 degrees Fahrenheit. Doing so is considered animal abuse and is a felony offense under Colorado law. _____
(adopter's initials)
13. Adopter agrees this dog will be kept in a house when no one is home, except for prolonged absences such as vacations when secure and proper care will be prearranged. Adopter agrees this dog will NOT be left outside when the owner is away for more than just a few hours.
14. Adopter agrees to respond to follow-up emails or calls by a representative of RMCR following the date of this signed contract to determine if the adoption is successful.
15. Adopter agrees to notify RMCR immediately if this dog is lost or stolen and at the time of its death.
16. Adopter received the PACFA Rabies Prevention brochure by email prior to adoption. _____
(adopter's initials)

17. Adopter assumes all responsibility for this dog's actions after the effective date of this contract as first set forth on Page One. The Adopter hereby understands, promises, and agrees that, in consideration of the receipt of this dog, they and each of them forever release, discharge and covenant to hold harmless RMCR and any other person, firm, or organization charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors, and assigns from any and all claims, damages, costs, expenses, loss of services, actions, and causes of action belonging to the said Adopter, or to any other person or entity, arising out of any act or occurrence from the present time and particularly on account of the conduct, actions, adoption and/or recovery by RMCR. _____
(adopter's initials)
18. Adopter agrees it is specifically understood this dog is placed as a pet, with no warranty as to the quality of this dog and with no right to register it with the American Kennel Club except for limited registration for competitive performance events only.
19. Should Adopter breach any of the agreements contained in this Adoption Contract, then ownership of this dog shall revert to RMCR, and RMCR shall have the right to rescind this Adoption Contract and demand return of this dog. Should Adopter fail to return this dog, RMCR may seek an order from a court of competent jurisdiction for the return of this dog and liquidated damages from Adopter in the amount of \$1,500.00 in addition to any sum paid for this dog pursuant to this Adoption Contract plus attorney's fees and court costs.
20. Adopter understands all available veterinary records and medication logs will be emailed within 1-72 hours after adoption. _____
(adopter's initials)

WAIVER OF LIABILITY

I/We, _____, (hereinafter referred to as "Adopter"), hereby waive any claim against Rocky Mountain Cocker Rescue, Inc. (hereinafter referred to as "RMCR") which I/we may now have, or which may arise for any reason, including the negligence of RMCR, in the course of my/our adopting a rescued dog. In particular, I/we acknowledge while working with dogs, there is always a risk that any dog may bite or scratch, and exposure to such risk is a necessary part of working with dogs and RMCR shall not be responsible for any damages, losses, or other injuries to persons, pet, or real or personal property occurring in the course of adopting a dog from RMCR.

I/we, therefore agree to indemnify and hold harmless RMCR, its principals, agents, officers, directors, members, employees, representatives, agents, volunteers, other foster parents, and assigns, past or present, ("the Releasees") for any loss I/we may suffer as an Adopter. Should I/we, despite the provisions of this Waiver of Liability, bring legal action against any of the Releasees for any such loss, I/we agree to pay the costs, including attorneys' fees, incurred in defending any such action I/we may bring.

This contract is governed by the laws of the State where this adoption occurred.

REQUIRED	Print Name of Adopter #1	Signature of Adopter #1	Date
	Print Name of Adopter #2	Signature of Adopter #2	Date
	Address	City, ST	Zip
	Phone Numbers/Email Addresses		
	Name of RMCR Representative	Signature	Date