

## Nebraska Sheltie Rescue Adoption Contract and Agreement

## Dated:

Adopter Information				
Name:				
Address:				
County:				
Home Phone:				
Cell Phone:				
Email:				

Dog Information				
Dog's name:				
Breed:				
Color:				
Sex:				
Weight:				
Age / DOB:				
Microchip#:				
Background:				

IN CONSIDERATION of an amount of \$\_\_\_\_\_\_ Nebraska Sheltie Rescue (NSR) agrees to allow the Adopter named above to adopt this dog under the terms set forth in this contract.

- 1. NSR warrants that this pet has been examined by a licensed veterinarian and any known medical conditions have been disclosed to Adopter. Adopter understands that NSR and its Vets have done routine health testing on this dog and that not all health conditions may have been found.
- 2. If you get this dog home and learn he/she is not a good fit for you or your family, you must return this dog to NSR. If you return this dog within 30 days, you may:
  - a. Receive a refund of your adoption fee
  - b. Choose another dog
  - c. Donate the adoption fee to NSR
- 3. Adopter agrees to take animal to a licensed Veterinarian for examination within 14 days of adoption for a "get acquainted" visit.
- 4. In the case that the adopted dog is a puppy that has not been spayed or neutered, per Nebraska Revised Statute 54-638, Adopter agrees to have the procedure performed by a licensed veterinarian within 30 days of the Dog turning 6 months old as determined by the date of birth listed above. (By \_\_\_\_\_\_) (\_\_\_\_\_) (adopter's initials or N/A)
- 5. Adopter agrees to accept full responsibility for this animal from the date of the adoption forward and understands this means NSR is not responsible for any damage to persons, other animals, or property that may be caused by the adopted animal.
- 6. Adopter agrees to assume responsibility for all veterinary expenses, food, grooming, and any other costs associated with this animal from date of adoption forward. NSR does not reimburse for any expenses incurred following adoption.
- 7. Adopter agrees to provide this animal with yearly examinations and care as recommended by a veterinarian for the rest of the animal's life. This includes vaccinations, prevention of parasites, (flea/tick/worms) and prevention of heartworm year-round. It also includes all Veterinarian recommended procedures such as dental cleanings and/or tooth extractions by your vet, routine blood work and any other diagnostic tests recommended by your veterinarian to prevent and/or resolve pain or suffering of the dog. Adopter gives NSR permission to verify this care by discussing this with the Adopter's veterinarian.
- 8. Adopter agrees to feed only high-quality dog food, no generic or store brand food, and only foods that are given a 4-star or higher rating on dog food advisor. <u>http://www.DogFoodAdvisor.com</u>
- 9. Adopter agrees to keep identification tags attached to the dog <u>at all times</u>. The tags must have your phone numbers on them.
- 10. This animal is being placed with the strict understanding that it is going to a private home to live as an indoor pet. This means the dog will only be outside for play or potty time and with you, the Adopter, supervising. This dog may never be left outdoors if you are not home.

- 11. Adopter understands the need for a fenced yard and agrees to always live in a home which provides a secure, physical fenced yard for this dog to use. The fence must enclose an entrance to your home, so that the dog may gain access to the yard by simply walking out the door. The fence must be at least 60" high and not have pickets spaced wider than the dog. The fence must enclose your entire yard with no holes or gaps. If Adopter ever finds him/herself in a situation where they may be forced to live someplace that does not have a fenced yard, Adopter will call and discuss the situation with NSR. NSR reserves the right to reclaim the dog if they deem necessary in this situation.
- 12. Adopter agrees that, when outside of a fenced area (such as the yard or a dog park), this dog is to be leashed at all times. Adopter also agrees to *only* use a Martingale collar, a harness, or a choke type collar when walking this dog on a leash.
- 13. In the event your dog gets loose and runs off, you will notify NSR within 24 hours for instructions on how to best catch the dog. Those instructions will include considerable signage and laminated posters which will be costly and require much legwork in putting them up. The average cost to catch a lost dog in the past has been \$3,000-5,000. You acknowledge the costs to recover a scared dog could run well into the thousands of dollars, and you agree to pay for all these costs.
- 14. NSR strictly prohibits the use of a "dog pen," an "electronic fence," or a tie-out or tethering, as a means of containing this dog. Use of any of these items will constitute a breach of this contract.
- 15. If, for any reason, or at any time, you determine you no longer want, or no longer can keep this dog, **this dog MUST be returned to NSR**. You agree not to abandon, give away, sell, transfer, foster out or dispose of the Dog in any way. The dog must be returned to NSR in Douglas County, NE. Further, Adopter agrees to make this contract known to all family and friends so that in the event of Adopters death, the Executor of his/her estate will know to call NSR and make arrangements to return the dog to NSR. Note: In the event of Adopters passing, if a family member wants to adopt this dog, preference will be given by NSR to that request. (\_\_\_\_\_\_) (adopter's initials)
- 16. Breach of Agreement; Damages. In the event that you fail to comply with <u>any</u> part of this agreement, NSR may request the dog be returned to them. Should this happen, you agree to return this dog to NSR in (Douglas County, NE) within 72 hours. Further, you agree to pay a \$1,500 (fifteen hundred dollars) penalty to NSR for its time, work, and effort to reclaim this dog. In addition to the foregoing, Adopter also agrees to pay NSR's reasonable attorney's fees and all costs incurred in enforcing this agreement. (\_\_\_\_\_\_) (adopter's initials)
- 17. Adopter hereby waives any challenge to venue and agrees that the appropriate venue of this matter is the State of Nebraska, and the County of Douglas. Furthermore, Adopter agrees to accept service of process by certified mail, return receipt requested, to the address provided in the Agreement, and Adopter specifically waives any right to receive personal service of any legal action or otherwise.
- 18. The terms of this Agreement shall survive the transfer of the Dog to the Adopter and said terms and conditions shall be enforceable for the life of the Dog and after the death of the Dog if there is a reasonable determination that the Dog's death is due in part to the Adopter's violation of the terms and conditions of this Agreement.

## I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT AND DO HEREBY AGREE TO ALL THE ABOVE TERMS.

Name:			
Address:			
City:		_State:	_Zip:
Phone: (H)	(W)		(C)
Driver's License # / State:		/	
Adopter's Signature:		<u> </u>	Date:
NSR Representative's Signature:			Date:

Checks returned by the issuer's bank for any reason shall be a breach of this Agreement and shall be subject to the terms of this Agreement and subject to the maximum penalties under the laws of the State of Nebraska.