

This Adoption Contract (the "Agreement") made and entered into on this date: _____ by and between Bill Foundation (hereinafter RESCUE) and _____ (hereinafter ADOPTER) regarding the adoption of the living and sentient canine being as property described as follows:

NAME: _____ (hereinafter ADOPTEE). BREED: _____
GENDER: Male Female BF ID TAG# _____ MICROCHIP# _____

Whereas ADOPTER has expressed an interest in adopting ADOPTEE; and whereas RESCUE has agreed to enter into this binding contract with ADOPTER subject to the completion of a successful home visit; and whereas RESCUE and ADOPTER desire to have their rights, obligations and duties specified herein.

Now therefore, for and in consideration of the mutual covenants and promises contained herein, the Parties, each intending to be legally bound, freely enter into this Agreement as follows:

1. PURPOSE. The ADOPTER hereby adopts and the RESCUER hereby places the ADOPTEE into ADOPTER'S care as a companion dog and family member for the purpose of providing a permanent loving home for the ADOPTEE and to further the work of RESCUER in reducing canine overpopulation in Los Angeles and ameliorating the unnecessary suffering and destruction of unwanted companion animals.
2. CONSIDERATION. ADOPTER agrees to make a donation of at least \$300.00 to RESCUE to help offset some of the costs that RESCUE incurs in the rescue and care of unwanted companion animals. ADOPTER understands that their donation is a contribution freely given, not a purchase price or adoption fee; no goods or services were provided in exchange for their donation. Donations are not refundable. Adopter agrees to abide by all of the covenants of this agreement in order to assure RESCUE that the ADOPTEE, as a unique form of property, having both awareness and feelings, will be properly cared for, cherished and provided for by ADOPTER in order to ensure ADOPTEE'S continued future happiness and well being.
3. CARE OF ADOPTEE. ADOPTER indicates agreement with each paragraph by initials. Initial
 - a. STATUS OF ADOPTEE. ADOPTEE is being adopted as a family member and will be given extensive house privileges; i.e. sleep inside the house, be allowed freedom of the house when the family is home, and will NOT be restricted to the yard at any time. ADOPTER agrees that ADOPTEE will not be used as a guard animal or as a toy for children, or for any other purpose than as a companion and friend to the family. _____
 - b. SAFE ENVIRONMENT. ADOPTEE will be provided with proper food, shelter, fresh water at all times, and a securely fenced yard (if applicable), with ample room for outdoor exercise. If fencing needs repair or modification in order to ensure the safety and well being of ADOPTEE, ADOPTER agrees to complete the agreed-upon changes prior to allowing ADOPTEE access to the yard. ADOPTER agrees to maintain the security and integrity of the fencing in the future and to make any repairs necessary to ensure the safety of ADOPTEE when in ADOPTER'S yard. ADOPTER understands that gardeners, pool men, contractors and utility workers are not responsible for the safety of ADOPTEE and that ADOPTEE must be kept indoors when workmen have been given access to the yard. _____
 - c. VETERINARY CARE. ADOPTEE will be examined by ADOPTER'S veterinarian within seven days after adoption and will be provided with medical treatment as needed, including DHLPP, Rabies and Bordatella inoculation as required and any other necessary care indicated by my veterinarian. ADOPTER agrees that any veterinary problems that may arise, including serious illnesses requiring emergency care or surgery are ADOPTER'S responsibility and that ADOPTER will bear all related costs and will provide the best available care to ADOPTEE in a timely manner. _____
 - d. IDENTIFICATION. ADOPTEE will wear a collar at all times, with a BILL FOUNDATION ID tag AND a personalized identification tag including the name, address, and phone number of ADOPTER attached to the collar. _____

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- e. **LEASH AND COLLAR.** ADOPTEE will be kept on leash when on public streets or in parks or other unfenced areas. Under no circumstances will ADOPTER let ADOPTEE run loose at any time. ADOPTEE will be walked using a slip collar or choke collar or harness and will NOT be walked at any time with a leash attached to ADOPTEE’S identification collar. ADOPTER understands that the identification collar is not a secure restraint and that if ADOPTEE manages to slip out of the collar, ADOPTEE will be loose without identification tags. _____

- f. **NO TYING.** ADOPTEE will **NEVER** be tied up on ADOPTER’S property or elsewhere. ADOPTER understands that restraining a dog by tying it to a fixed post or wire run is unsafe, even when ADOPTEE is supervised, and that it may cause unpredictable behavior and random aggression. If this clause is breached, RESCUE will immediately exercise its RIGHT TO RECLAIM under Paragraph 5, below, and ADOPTER will be required to pay liquidated damages in the amount of \$500 to offset the costs of any training or reconciliation required. _____

- g. **TRANSPORTING ADOPTEE.** ADOPTEE will be properly restrained, preferably using either a secured crate or seat harness, when transported in any vehicle. ADOPTEE will **NEVER** be transported in the back of an open vehicle or pick-up truck. ADOPTEE will not be allowed to ride with his head outside the window of a moving vehicle. _____

- h. **NO RIGHT TO TRANSFER / EUTHENIZE ADOPTEE.** ADOPTER will **NOT** transfer possession or ownership of ADOPTEE (by gift, sale, or any other means) to another person or entity, including any company, organization, medical research facility, pound or animal shelter, or any other entity. If at any time in the future ADOPTER cannot continue to provide proper care or environment for ADOPTEE for any reason, or otherwise decides that ADOPTER no longer wishes to maintain possession or ownership of ADOPTEE, ADOPTER will notify RESCUE immediately and will do one or more of the following:
 - Obtain approval from RESCUE to transfer the ownership of ADOPTEE to a friend or relative. RESCUE must approve the new ADOPTER and the new ADOPTER will be required to execute a “Dog Adoption Agreement” with RESCUE; or
 - Continue to board ADOPTEE under all terms of this Agreement for an agreed-upon time, allowing RESCUE to actively seek a new home, and then relinquish ADOPTEE to RESCUE when a home is found; or
 - Return ADOPTEE to RESCUE.

ADOPTER will **NOT** euthanize ADOPTEE, and will **NOT ALLOW** adoptee to be euthanized, except in the case of terminal illness or injury, or old age accompanied by pain and suffering, and in that case, the euthanasia must be performed by a licensed veterinarian in a private animal clinic or hospital.

If ADOPTER fails to abide by the terms of this clause, ADOPTER will pay to RESCUE all costs, including any legal fees, incurred by RESCUE in seeking to enforce this clause, including, but not limited to, costs associated with securing the return of ADOPTEE to RESCUE and will, in addition, be required to pay liquidated damages of \$500- \$2,500. _____

- i. **CHANGE OF CONTACT INFORMATION.** ADOPTER will notify RESCUE of all changes of address and/or telephone within 30 days after the change. _____

- j. **NO OBLIGATION TO RETURN.** ADOPTER understands that if ADOPTEE is lost and is recovered by RESCUE, RESCUE has no obligation to return ADOPTEE to ADOPTER until it has completed a review of the circumstances involved in ADOPTEE’S loss. ADOPTER further understands that if the loss was the result of negligence or failure to comply with the covenants of this Agreement, RESCUE reserves the right not to return ADOPTEE and to place ADOPTEE into a new home. _____

- k. **MICROCHIP REGISTRATION.** ADOPTER understands that the Microchip implanted in ADOPTEE remains registered to RESCUE _____

- l. **ESTATE PROVISIONS.** ADOPTER agrees to provide for care of ADOPTEE in their will or estate. _____

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- m. NOTICE OF LOSS OR DEATH. ADOPTER will immediately notify RESCUE if ADOPTEE is lost and will follow RESCUE’S instructions as to how best to recover ADOPTEE. ADOPTER will also notify RESCUE if ADOPTEE is deceased. _____
- n. FOLLOW UP VISITS. ADOPTER understands and agrees that RESCUE is fully entitled to make follow-up visits or phone calls to ascertain that all of the covenants of this agreement are being satisfied. ADOPTER is obligated to cooperate with RESCUE in setting and keeping appointments. _____

4. OPTIONAL CARE PROVISIONS. In effect if checked - read and initial.

- a. NO OTHER PETS. ADOPTER understands that ADOPTEE is being adopted as an only pet, and that other animals may not be safe if brought into the same household therefore, no other pets will be brought into ADOPTER’S household for any reason. _____
- b. NO CHILDREN. ADOPTER understands that ADOPTEE may not be kept in a home with children and hereby states that there are no children in their current household and no plans to bear or adopt children in the future. _____
- c. MUST ALTER. ADOPTER understands that ADOPTEE is being placed unaltered due to age or physical condition and agrees to spay/neuter ADOPTEE within 60 days or as soon as the procedure can be undertaken without jeopardizing the health of ADOPTEE. ADOPTER will deposit \$200 with RESCUE in addition to the donation; deposit to be refunded upon presentation of a Certificate of Sterility for ADOPTEE. _____
- d. PREDATORS. ADOPTER understands that ADOPTEE is a small dog, especially vulnerable to predators, such as hawks, owls and coyotes, and therefore agrees that ADOPTEE will never be left outdoors unaccompanied by ADOPTER or a member of ADOPTER’S family. _____
- e. SPECIAL BEHAVIORAL NEEDS. ADOPTER understands that ADOPTEE has special behavioral issues that have been described to them by RESCUE, and agrees to complete an obedience training class with ADOPTEE, with a BF approved trainer, within 90 days of the date of this Agreement. ADOPTER will deposit \$100 with RESCUE in addition to the donation; deposit to be refunded upon presentation certificate indicating completion of an obedience class by a certified trainer. _____
- f. UNENCLOSED POOLS AND SPAS. ADOPTER understands that their unenclosed pool or spa may represent a deadly hazard to ADOPTEE and agrees not to give ADOPTEE unaccompanied access to the pool or spa until after ADOPTEE has been trained to safely exit the pool or spa. _____
- g. _____

5. RIGHT TO RECLAIM. ADOPTER understands and agrees that RESCUE reserves the right to reclaim ADOPTEE if any of the above conditions are not met to the satisfaction of RESCUE. ADOPTER further understands and agrees that ADOPTER will pay any expenses incurred by RESCUE in exercising its rights under this provision in addition to any liquidated damages required by other provisions of this Agreement.

6. NO WARRANTEE. RESCUE makes no warranty as to the temperament, breed, age, or physical condition of ADOPTEE. ADOPTEE is being adopted as is.

7. SPECIAL DISCLAIMER. All warranties with regard to ADOPTEE, including any implied warranty of merchantability and fitness for a particular purpose, where they are applicable, are hereby specifically disclaimed.

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- 8. RELEASE AND INDEMNIFICATION. ADOPTER hereby releases RESCUE from any and all liability for personal injury, property damage, legal fees, or veterinary care, or any other expense or liability incurred by ADOPTER as a result of this adoption. ADOPTER agrees to indemnify RESCUE from any and all such claims and to pay, without limitation, any costs related to such injury, damage, or liability, including, in the case of litigation, any attorneys fees incurred by RESCUE in its defense.
- 9. VALID DEFENSE. ADOPTER hereby assumes responsibility for defense of RESCUE in the case of any action that may arise as a result of this Agreement in which RESCUE is named as a defendant.
- 10. COST OF ENFORCEMENT. If ADOPTER is in breach of any covenant of this agreement, ADOPTER agrees to pay all costs incurred by RESCUE in enforcement of this agreement, including attorneys' fees.
- 11. SEVERABILITY. In the event any provisions or covenants (or any portion thereof) of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- 12. GOVERNING LAW. All questions with respect to the construction of this agreement and the rights and liabilities of RESCUE and ADOPTER shall be governed by the laws of the State of California in effect as of the date hereof, regardless of the current or future state or country of residence of ADOPTER.
- 13. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding between RESCUE and ADOPTER. No modification of or amendment to neither this Agreement, nor any waiver of any rights under this Agreement will be effective unless in writing signed by a director or officer of RESCUE and ADOPTER. Any subsequent modifications or changes will not affect the validity or scope of this agreement.

ADOPTER

SECONDARY ADOPTER (Spouse, significant other, etc.)

Date

Date

Signature

Signature

Print Name

Print Name

Driver's License Number

Driver's License Number

Street Address

City, State and Zip Code

E-Mail Address

E-Mail Address

Home Phone

Work/ Cell Phone

RESCUE (BILL FOUNDATION)

Signature

Print name

DONATION AMOUNT \$ _____ (DONATIONS ARE NOT REFUNDABLE)