

LUCY'S LOST LOVED ONES

Adoption, Release, and Indemnity Agreement

This agreement is made this _____ day of _____, 20____ between

LUCY'S LOST LOVED ONES (hereinafter called "Rescue") and

(print full name here) (**hereinafter called "Adopter"**), an individual residing at:

Street address

CITY/STATE/ZIP - Telephone number

Email address – Driver's license number

Veterinarian &/or pet hospital Name - Telephone number

Address

Rescue and Adopter make this agreement concerning the following dog owned by Rescue:

Name of Dog: _____

Breed/description: _____

Rescue ID Number: _____ Sex: Male ____ Female ____

Altered: Spayed ____ Neutered ____ Heartworm Status: Pos ____ Neg ____ Treated ____

Microchip Company: _____ Number _____ Rabies Tag# _____

Enrollment in the Microchip Company's pet recovery services is included in the adoption fee. Rescue will remain as the primary contact. Adopter's veterinarian's contact information will also be listed in the recovery services database. It is very important that adopter keep Rescue informed of Adopter's current contact information at all times.

IN CONSIDERATION of Rescue's relinquishment of ownership and possession of the Dog and other good and valuable consideration provided to Adopter by Rescue, which Adopter acknowledges is good and sufficient consideration, Adopter hereby enters into this agreement and makes the following promises and representations:

NO WARRANTIES OR REPRESENTATIONS

Adopter accepts the Dog **AS IS** and **WITH ALL FAULTS** and understands that Rescue makes **NO WARRANTIES, EITHER EXPRESS OR IMPLIED**, and there is **NO IMPLIED WARRANTY OF MERCHANTABILITY** as to the Dog. Adopter understands that Rescue makes no representations or promises as to the demeanor, behavior, or temperament of the Dog or whether the Dog has any propensity or tendency to attack, bite or scratch people or other animals. Adopter understands that Rescue makes no representations or promises as to the health, physical condition or medical well-being of the Dog. All veterinary treatment of the Dog that occurs after the date of this agreement shall be the sole responsibility of Adopter even if the treatment is for a condition that existed before the date of this Agreement.

_____ Adopter's Initials

_____ Rescue Volunteer's initials

INDEMNIFICATION

Adopter expressly agrees to defend, pay, indemnify and hold harmless Rescue (and its officers, board of directors, employees, and volunteers) from all suits, actions, losses, damages, or liability of any kind all claims for damages, expenses of litigation, courts costs, and attorney's fees for any harm, injuries, damages or death to any person or damages or harm to property arising out of or occasioned directly or indirectly by the Dog.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

ADOPTER FURTHER AGREES TO THE FOLLOWING:

Essence and purpose of this Agreement:

1. The sole purpose, and reason for the existence, of this Agreement is to provide a safe, healthful, loving, and permanent home for an animal that is unable to provide for itself. Adopter promises and agrees to lovingly care for the Dog and to provide adequate food, shelter, water, and veterinary care for the Dog. Adopter will keep the Dog current on all immunizations and provide all care recommended by a veterinarian including, but not limited to, heartworm prophylaxis.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

Verification of veterinary care:

2. Adopter agrees to furnish Rescue with current records from the Dog's veterinarian within seven (7) after receiving a request for such records so that Rescue may verify that the Dog is receiving proper veterinary care and attention.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

Spay/Neuter (if applicable):

3. If the Dog has not yet been spayed or neutered then the Adopter agrees to spay or neuter the Dog and furnish Rescue with a written statement or other written verification from a veterinarian that the Dog has been spayed or neutered within _____ days after the date of this Agreement.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

The Dog will live indoors, wear a collar, and be kept on a leash when appropriate:

4. Adopter agrees that the Dog will reside inside Adopter's home and will not remain outside the home unsupervised. The Dog will not be tethered or chained to any object inside or outside the home. The Dog will wear a collar which will have Adopter's contact information and will wear a current rabies tag along with any licensing tag required by the Adopter's city or county. The Dog will be on a leash at all times when the Dog is in a public place where a leash is required by law or in any area where the dog is required to be under a person's control.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

The Dog will be licensed

5. Adopter agrees to properly license the Dog in accordance with all applicable laws and ordinances of the municipality, county and state where Adopter lives.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

Prohibited uses of the Dog

6. Adopter agrees that the Dog shall not be for any medical or experimental purposes, breeding, hunting, racing, fighting, or any unlawful activity. Adopter agrees that the Dog will not be trained to be a guard dog.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

Notification of change of address within 6 months of the Adoption date or loss of the Dog

7. Adopter agrees to notify Rescue of any change in his or her residence address within five (5) days after changing address. Adopter agrees to notify Rescue if the Dog is lost or otherwise missing within twenty-four (24) hours after determining that the Dog is lost or missing.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

Waiver of veterinarian confidentiality

8. Adopter waives any claim to confidentiality of veterinary information or records as to Rescue and the Dog and authorizes any veterinarian who has examined or treated the Dog to furnish all information and records concerning the Dog to any representative of Rescue upon request by a representative of Rescue.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

Adoption Fee

8. Adopter will pay an adoption fee in the amount of \$_____ to Rescue prior to taking possession of the Dog. This adoption fee is refundable if the Dog is returned to Lucy's Lost Loved Ones within

Seven (7) days after the signing of this agreement.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

Right of first refusal

9. In the event Adopter no longer desires to keep the Dog or is unable to care for the Dog or desires or intends to relinquish possession of the Dog for any reason, Adopter agrees that Rescue shall have the "first right of refusal" as follows: Adopter agrees that he/she shall give immediate written or verbal notice to Rescue of Adopter's inability to care for the Dog or Adopter's intent to sell or give the Dog to another. Upon receiving such notice, Rescue shall have the right to take immediate possession and ownership of the Dog by tendering to Adopter the sum of ten (\$10) dollars. Adopter agrees that the Dog will not be euthanized (unless recommended by a veterinarian as an option for medical reasons), sold, given, or donated to another person, organization, or entity (including, but not limited to, a family member, friend, rescue or humane organization, research facility, or animal control or shelter) without first giving Rescue the right of first refusal. (An exception is that the Adopter may allow another to take temporary possession of the Dog for periods of less than seven days while Adopter is on vacation or similarly temporarily unable to care for the Dog)

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

Default or breach results in forfeiture of the Dog

10. Any default or violation of any provision of this agreement or any breach of any term of this Agreement shall be considered a material breach of the Agreement. Because of the purpose and intent of this Agreement as stated above, Adopter agrees that any breach of this Agreement would damage Rescue in a way that could not be adequately compensated by monetary damages. Therefore in the case of any such breach by Adopter, Adopter shall immediately forfeit ownership and possession of the Dog to Rescue. In the event of such breach Rescue shall have the immediate right to reclaim and take possession of the Dog from Adopter and Adopter hereby agrees that upon such breach, he/she shall, upon demand by Rescue either in writing or in person, immediately surrender possession of the Dog to a representative of Rescue. Adopter agrees that any breach or threatened breach of his Agreement by Adopter may be appropriately prevented by a temporary restraining order or injunction which orders Adopter to return the Dog Rescue.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

Liquidated damages if the Dog is not returned

11. In the event of breach of this Agreement by Adopter and the inability of Rescue to retake possession of the Dog due to Adopter selling or giving the dog to a third party or otherwise disposing of the Dog then Adopter agrees that the actual monetary damages sustained by Rescue by reason of the breach are uncertain and would be difficult to ascertain and that, in addition to the injunctive relief agreed to above, the sum of \$1,000 would be reasonable compensation for such actual monetary damages and that it would not be a penalty. Adopter agrees and promises to pay and Rescue agrees to accept that amount as liquidated damages and not as a penalty, in the event of breach of this Agreement by Adopter and the inability of Rescue to recover the Dog.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

Time is of the essence:

12. The parties agree that time is of the essence as to each provision in this Agreement.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

Forum selection/ venue

13. Any lawsuit which is brought to enforce this agreement shall be brought in Tarrant County, Texas.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

Savings clause

14. If any provision in 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.

_____ Adopter's Initials

_____ Rescue Volunteer's Initials

SIGNATURE OF ADOPTER

SIGNATURE OF RESCUE
REPRESENTATIVE

SIGNATURE OF ADOPTER