

TRIANGLE SHELTYE RESCUE OF NORTH CAROLINA ADOPTION CONTRACT



**TRIANGLE SHELTYE RESCUE
OF NORTH CAROLINA, INC.**

**TRIANGLE SHELTYE RESCUE
OF NORTH CAROLINA**

**P.O. Box 426
YOUNGSVILLE, NC 27596**

www.triangleshelties.com

This Adoption Contract (hereinafter "Contract") is made and entered into on this, the 1st day of February, 2020 by and between Triangle Sheltie Rescue of North Carolina, Inc. (hereinafter "TSR"), and _____ (hereinafter "Adopter"). TSR and Adopter hereby agree that the dog described below (hereinafter "Dog") is being placed with Adopter by TSR and adopted from TSR by Adopter under the terms and conditions as more particularly set forth in this Contract.

Breed:	Shetland Sheepdog
Name:	
Age/Date of Birth:	
Gender:	
Color:	

Adopter agrees to abide by the following terms and conditions of this Contract, it being understood that TSR desires to ensure that Adopter provides the Dog with the best possible care and treatment throughout the Dog's remaining life.

TSR strives to ensure that the adoption of a dog from its program is a positive experience for both adopter and dog. Before being made available for adoption, each dog is screened to determine its health and temperament. Each dog is: 1) examined by a licensed veterinarian; 2) tested for heartworm infection and intestinal parasites and treated, if necessary; 3) given vaccinations against common canine diseases, if necessary; 4) micro-chipped if not previously done. Additionally, each dog is fostered in a private home.

Despite TSR's best efforts, the Dog may become ill or a medical or behavioral issue not known or discovered during TSR's health and temperament screening process may surface following the adoption.

TSR DOES NOT GUARANTEE THE PRESENT OR FUTURE HEALTH OR TEMPERAMENT OF THE DOG. TSR WILL NOT REIMBURS ADOPTER FOR ANY VETERINARY FEES OR EXPENSES FOR THE DOG INCURRED BY ADOPTER ON OR AFTER THE DATE OF THIS CONTRACT.

TSR **strongly** recommends that the Dog be promptly examined and evaluated by Adopter's own veterinarian.

If, **within** fourteen (14) days of the date of this Contract, Adopter decides for any reason whatsoever not to keep the Dog, Adopter shall promptly notify TSR. Such notification shall be given by Adopter to TSR within such fourteen (14) day period. Adopter shall return the Dog to TSR (in accordance with TSR's instructions) for a full refund of the Adoption Fee (as hereinafter defined) paid by Adopter to TSR. Unless Adopter is returning the Dog to TSR because the Dog has become ill or a medical issue not known or discovered during TSR's health screening process surfaces, the Dog must be in the same condition as when originally adopted by Adopter, or a pro-rated refund of the Adoption Fee will be paid by TSR to Adopter.

If, **within** fourteen (14) days of the date of this Contract, TSR does not feel the dog is an appropriate match with Adopter, TSR reserves the right to terminate the contract, at TSR's discretion. Adopter agrees to surrender the dog to TSR within twenty-four (24) hours of receiving notice of termination.

- If, after fourteen (14) days from the date of this Contract, Adopter decides, for any reason whatsoever not to keep the Dog, Adopter shall promptly notify TSR. TSR agrees, in its sole discretion, to either: 1) take the Dog back into TSR's rescue program; or 2) work with the Adopter to find another TSR-approved adoptive home for the Dog. TSR shall have no obligation to refund to Adopter any Adoption Fee paid by Adopter to TSR after fourteen (14) days from the date of this Contract, unless approved by the TSR Board of Directors in its sole discretion.
- Adopter represents and warrants that Adopter is not acting as an agent in the adoption of the Dog, and agrees that Adopter will not sell or transfer ownership of the Dog to any other person, agent, or pet store.
- Adopter agrees that the Dog will live in a private home as an indoor pet. Adopter agrees not to leave the Dog outdoors for any extended period of time or in inclement or extremely hot or cold weather. Adopter agrees that the dog will not be abandoned, allowed to roam free or left outdoors when an adult is not on the premises.
- Adopter agrees to treat the Dog in a humane and caring way, and to make all reasonable efforts to ensure that anyone temporarily caring for the Dog does the same.
- **Newly placed rescue dogs are a runaway risk. Adopter agrees to take extra precautions to prevent the Dog from getting loose outside of a fenced area or escaping through an open door. Adopter agrees to contact TSR within thirty (30) minutes of the Dog becoming lost for recovery assistance and instructions. Adopter agrees to reimburse TSR for all out-of-pocket costs and expenses incurred in connection with any recovery efforts if the Dog is lost, due to Adopter's violation of any term, condition or provision of this Contract. _____ Adopter's Initials**
- The Dog's reaction to Adopter, other family members, strangers, new surroundings and unfamiliar situations is impossible to predict. Many rescue dogs are afraid of traffic, loud or unexpected noises and unfamiliar situations and may panic and attempt to break free. Even well-trained dogs will sometimes ignore commands when tempted with squirrels, cats, other dogs and distractions or when confronted with unfamiliar situations. **Accordingly, Adopted agrees to keep the Dog leashed at all times when not in a fenced area. Adopted further agrees that the Dog will never be tied or tethered outside an never kept, confined or contained in an area utilizing fenceless boundary technology ("FBT"). FBT is defined as "an electronic or radio signal system designed to keep a pet within a set of predefined boundaries without the use of a physical barrier" and includes, but is not limited to, "invisible" or "underground" fences. _____ Adopter's Initials**
- Adopter understands the need for a fenced yard for the Dog and agrees to reside in a home, including a second or vacation home, which has a secure, physical fence. The fence must be configured so that the Dog has direct and secure access to the fenced area of the yard from Adopter's home. The fence (and gates) should be at least four (4) feet high and be constructed and maintained to safely and securely contain the Dog at all times. _____ Adopter's Initials
- The Adopter agrees to provide the Dog with proper veterinary care, including yearly vaccinations and treatment or medication for the prevention of internal or external parasites, fleas, and ticks. Adopter also agrees to keep the Dog on a heartworm prevention program, follow the advice of his or her veterinarian and provide the Dog with any and all necessary medical treatment during its remaining lifetime.
- Adopter agrees to keep the TSR-supplied martingale collar (or an equivalent collar) on the Dog at all times, along with the TSR and micro-chip identification tags. Adopter also agrees to have an identification tag made for the Dog, containing the Dog's name and Adopter's address, phone number and other pertinent information related to the Dog and to attach it to the Dog's collar. Adopter understands and acknowledges that if the Dog wears a collar and identification tags at all times, the likelihood of the Dog being successfully reunited with Adopter (should it become lost) is far greater.
- Adopter agrees to license the Dog in accordance with all local ordinances.
- Adopter understands and agrees that the registration of the micro-chip implanted in the Dog shall show TSR as owner and the primary contact and Adopter as the secondary contact.

_____ **Adopter's Initials**

- Adopter understands and agrees that TSR may repossess the Dog upon any evidence of neglect or abuse with no refund of the Adoption Fee. Adopter agrees to surrender the dog to TSR within twenty-four (24) hours if so notified by TSR. Adopter grants permission for TSR to visit Adopter's home to check on the Dog and promptly provide (or promptly make available to TSR) the Dog's medical records upon TSR's request.
- Adopter agrees, during the lifetime of the Dog, to notify TSR in writing of any change of address from the address shown below within thirty (30) days of such change of address.
- Adopter agrees, during the lifetime of the Dog, to accept contact from TSR regarding requests concerning fund-raising needs, volunteer assistance and upcoming events.
- Adopter agrees to indemnify and hold harmless TSR and/or their representatives, for and against any and all manner of actions and causes of actions, suits, debts, dues, accounts, bonds, covenants, agreements, judgments, claims, and demands whatsoever arising out of or relating to the adoption, placement, and/or possession of the Dog.
- that TSR may use for any legal purpose, any photograph or photographic image (including video and video stills) of the Adopter provided to TSR by Adopter or taken during any TSR-sponsored or community event. Adopter agrees to waive any claims or demands for libel, false light or invasion of privacy arising out of or in connection with TSR's use of any image of Adopter.
- Adopter agrees to make the terms, conditions and provisions of this Contract known to Adopter's family members and friends so that in the event of Adopter's incapacitation or death, arrangements to return the Dog to TSR can be made. Adopter's family members will be given preferential consideration to adopt the Dog in the event of Adopter's incapacitation or death.

_____ **Adopter's Initials**

- Adopter hereby agrees that if, at any time, ANY of the terms, conditions or provisions of this Contract are violated, TSR reserves the right to terminate this Contract, and request that the Dog be returned to TSR (at Adopter's sole cost and expense). If TSR makes such request, Adopter agrees to return the Dog to TSR within twenty-four (24) hours of such request. If Adopter breaches any term, condition or provision of this Contract, Adopter agrees to pay to TSR as liquidated damages, and not as a penalty, \$500.00 (the "Liquidated Damages Amount") for the violation of each term, condition or provision of this Contract. Adopter acknowledges that payment of the Liquidated Damages Amount would serve to compensate TSR for any such breach and not serves as punishment for any such breach. Failure of Adopter to pay the Liquidated Damages Amount shall entitle TSR to pursue against Adopter any and all remedies of law available to TSR. _____ **Adopter's Initials**
- Returned checks are subject to a fee of \$25.00.
- Should any term, condition or provision of the Contract be held invalid or unenforceable, such term, condition or provision shall be severed from this Contract. The remaining terms, conditions and provisions shall remain in full force and effect and this Contract shall be construed without regard to the severed term, condition or provision.
- Adopter does hereby acknowledge the terms, conditions and provisions of this Contract and does hereby agree to be bound to this Contract in its entirety.
- This Contract shall be construed in accordance with the laws of the State of North Carolina.

Adoption Fee: \$ _____

Donation: \$ _____

Total Paid: \$ _____

Agreed and Accepted:

Adopters:

_____ Adopter's Name _____ Date

Name:	
Address:	
City, State, Zip:	
e-mail Address:	

Triangle Sheltie Rescue of North Carolina, Inc.:

President

Date

Name:	
Address:	P.O. Box 426
City, State, Zip:	Youngsville, Nc 27596
Phone No.:	
Email Address:	