



3102 NICHOLS ROAD, LITHIA, FL 33547
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www.heidislegacydogrescue.com

ADOPTION CONTRACT

NOTICE: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING AS IT CONTAINS IMPORTANT PROVISIONS REGARDING YOUR RIGHTS AND RESPONSIBILITIES.

DATE: _____

DOG: _____ BREED: _____ MICROCHIP #: _____

THIS AGREEMENT is entered by and between Heidi's Legacy: Dog Rescue, Inc. (hereinafter "HLDR") and _____ (hereinafter "Adopter"). In consideration for receiving the dog described herein, I/we expressly covenant and agree to the following:

- 1) I/We have never been charged with cruelty to animals.
- 2) I/We agree that the pet will be housed **strictly indoors** and will receive all care and attention necessary to ensure its health and well being. This includes the provision at all times of sufficient premium brand dog food, water, exercise, and medical care, including but not limited to heartworm preventative, vaccinations, worming, grooming when needed, and nail cutting. Adopter also certifies that their property is fenced and if adopter moves, the new property will be fenced prior to the dog entering the property. If an exception was made at the beginning, that exception no longer applies to any future residence. Invisible fence **MUST** be pre-approved in all cases. *Invisible fence is not considered adequate fencing as other dogs can enter your property and attack your dog.*
- 3) Adopter agrees that under no circumstances will the dog be off lead except when inside house, building, etc. or in a fenced area.
- 4) **I/We agree that all medical records will be mailed to HLDR within thirty (30) days of Veterinarian visit for a period of one (1) year after the adoption.**
- 5) I/We agree that the pet will not be abused in any manner. The pet will not be chained, roped or otherwise tethered at any time, nor will it be permitted off the property of the Adopter unless accompanied by a mature individual. I/We agree that the pet will not be left outside unattended at any time. The pet will not be trained or used for attack or for guarding property, and will never be used in any aspect of dog/animal fighting or other illegal practices. The pet will not be the subject of, nor subjected to any biological, chemical, psychological or other experiments, nor shall the pet be subjected to shock collars or other cruel means of training.
- 6) The Adopter expressly covenants and agrees that the adopted dog shall not be subjected to any form of cosmetic surgery or alteration including, but not limited to, ear cropping, tail docking, dew claws, removal of rescue microchip etc., as such procedures are extremely painful for the dog and do not provide the dog with any actual benefit.
- 7) Adopter recognizes that, although HLDR has made every possible effort to provide a pet which is compatible with the Adopter's home environment, HLDR does not warrant the temperament or behavior of the pet, and will not be liable for any acts of the pet while living with the Adopter, nor for any costs, expenses or damages incurred as a result of the pet's conduct.

8) Adopter will keep the pet for so long as it shall live and will not transfer the ownership or custody of the pet to any other person or to any business or organization other than the HLDR except for the purposes of veterinary treatment and/or temporary lodging of the animal while Adopter is temporarily away. The Adopter expressly covenants and agrees that they will not euthanize the pet without prior approval from HLDR.

9) Adopter will notify HLDR at least one (1) week prior to any change of address, phone number, etc., of the Adopter.

10) Adopter agrees to comply with all state and local laws and ordinances related to the keeping of this dog, including licensing and leash laws. If ever the dog gets loose/stolen and is not back in the adopters care/control within 2 hours you must immediately notify the rescue. Failure to do so will be an immediate breach of contract.

11) At no time will the pet be allowed to ride in the open bed of a pickup truck.

12) Adopter will see that this pet wears a collar and ID tags at all times. The dog has been micro-chipped by the rescue and no attempt shall be made by the adopter to transfer the microchip to another party, or alter the chip in any manner. An attempt to transfer or alter the microchip will be an immediate breach of contract.

13) This pet is presumed to be in healthy condition. The HLDR will not be responsible for any conditions for which clinical symptoms are not in evidence at the time of adoption.

14) **IF FOR ANY REASON THE DOG CANNOT REMAIN WITH YOU, YOU WILL IMMEDIATELY RETURN IT TO A REPRESENTATIVE OF HEIDI'S LEGACY: DOG RESCUE, INC. PLEASE CONTACT US IF YOU CANNOT KEEP THE DOG. IF YOU MOVE, YOU WILL NOTIFY US OF YOUR NEW ADDRESS & PHONE NUMBER AT LEAST TWO WEEKS PRIOR TO MOVING, SO THAT WE MAY UPDATE OUR RECORDS.**

15) The adoption donation of \$ _____ is non-refundable.

16) Adopter accepts possession of the animal described below at Adopter's own risk and hereby expressly releases and waives any claim or cause of action against HLDR which Adopter may have now or in the future for any damages to person or property caused by said animal.

17) Adopter covenants and agrees that HLDR or any authorized individual acting on its behalf may examine or make inquiry about the pet at any time, with or without notice to Adopter. If said examination or inquiry demonstrates that the dog is not being cared for in a manner wholly consistent with the above representations and/or the representations made by Adopter on the Application submitted by Adopter, Adopter agrees that HLDR, or any authorized individual acting on its behalf, may reclaim the dog and place it in another home without payment or compensation to Adopter. Adopter hereby expressly authorizes and licenses HLDR or any authorized individual acting on its behalf to enter onto Adopter's property for the purposes of examining or making inquiry about the dog and/or for the purpose of reclaiming the dog.

18) In the event of any dispute hereunder relating to ownership on possession of the dog that is subject of this agreement the parties agree that the dog shall be placed in the care and custody of the HLDR until a determination by a court of competent jurisdiction. By execution of this agreement the adopter hereby expressly consents to the removal of the dog by law enforcement from the adopter and placement of the dog with HLDR.

19) In the event of a dispute arising out of the terms and conditions of this Adoption Contract, and in the event that HLDR prevails in any legal proceedings initiated as a result of said dispute, then Adopter agrees to reimburse HLDR for its reasonable attorney's fees and expenses incurred as a result of the dispute.

20) Adopter understands and agrees that, in the event of a breach of this Agreement by Adopter, HLDR does not have an adequate remedy at law. Therefore, Adopter agrees that equitable relief in the form of a Temporary Restraining Order, preliminary and/or permanent injunction is appropriate in the event that Adopter attempts to transfer the ownership or custody of the pet in violation of paragraph 8 above.

21) Any action to enforce this contract shall be venued in Hillsborough County, Florida.

22) When applicable, you agree to have the dog spayed/neutered within 45 days from the date of adoption and you will provide Heidi's Legacy: Dog Rescue, Inc. with proof of such spaying/neutering.

23) **Where applicable**, the Adopter understands and by signing this agreement acknowledged that Adopter has been informed that this particular dog is heartworm positive. Adopter further understands that HLDR does not use the conventional treatment using the Immiticide shots. Instead, a heartworm preventative such as Heartgard Plus, Iverheart Plus, or Ivermectin 1% is given every two weeks. This not only kills the larvae (microfilaria) but will start killing adult heartworms and the dog should be heartworm free in approximately one year. This also keeps the blood vessels clear so that they do not become clogged. Adopter agrees to continue this treatment and confirms by executing this agreement, that Adopter will not put the dog through the Immiticide treatment.

This contract constitutes the full agreement and understanding of both parties. Wherefore, the above-named Adopter has executed the foregoing contract of adoption at HLDR (Heidi's Legacy) in Lithia, Florida.

ADOPTER

Heidi's Legacy: Dog Rescue, Inc.
3102 Nichols Road, Lithia, FL 33547
813.737.1795

ADOPTER

Address: _____

City & State: _____

Cell: _____

E-mail address: _____

Phone (H): _____

Phone (W): _____

Feeding instructions:

Olive oil at least 3 times per week mixed with dinner - 1 tablespoon each time. Lots of vegetables are good for him/her and he/she loves them - but not onions. **Do not feed grapes or chocolate - dangerous for a dog.**

Additional information or comments:



VOLUNTARY RELEASE/WAIVER OF LIABILITY

This Voluntary Release/Waiver of Liability (the "Release") is made and entered into between the undersigned and **Heidi's Legacy: Dog Rescue, Inc. ("HLDR")** effective as of the below-indicated date. The undersigned desires to adopt an animal from HLDR, and as an inducement to HLDR to agree to the adoption, the undersigned hereby represents, acknowledges and agrees as follows:

1. I acknowledge that, due to the unpredictable nature of animals, certain risks and dangers may occur while caring for an animal, including risks of injury to person and property, and that I have voluntarily agreed to make the adoption contemplated herein with full knowledge of such risks and hereby voluntarily assume all of such risks.

2. I agree that I will not make any claims against, sue, or attach any property of HLDR, its directors, officers, agents, employees and/or volunteers for any injury or damage caused by any animal(s) adopted from HLDR.

3. I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me or third parties as a result of any action or activity of any animal(s) adopted by me from HLDR, wherever and however the same may occur which I may have against HLDR or any of its directors, officers, agents, employees or volunteers, whether the same shall arise by the negligence of said persons or otherwise. **IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELIEVE HLDR FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR OTHERWISE.**

4. I hereby agree to hold HLDR and its directors, officers, agents and/or employees harmless and indemnify them from and against any liability, claims, judgments or expenses I may incur arising out of my adoption of an animal from HLDR and/or my ownership or care of any such animal thereafter.

5. I HAVE CAREFULLY READ THE FOREGOING, AND I UNDERSTAND THAT TOGETHER THEY CONSTITUTE A DISCLAIMER OF LIABILITY BY HLDR AND A RELEASE OF ALL CLAIMS BY ME, MY HEIRS, EXECUTORS OR ASSIGNS. I UNDERSTAND THAT I ASSUME ALL RISKS INHERENT IN MY DECISION TO ADOPT AN ANIMAL FROM HLDR AND ANY RELATED ACTIVITIES. I VOLUNTARILY SIGN BELOW TO EVIDENCE MY ACCEPTANCE OF THE ABOVE PROVISIONS.

6. It is understood that the dog being adopted herein from HLDR has shown and been treated medically for the physical ailments described below.

7. If any portion of this Release is held invalid, it is agreed that the balance hereof shall continue in full legal force and effect.

8. This Release is governed by the laws of the State of Florida applicable to agreements entered into and fully performed therein.

Executed at _____, Florida on _____, 200__.

Signature of Pet Adopter

Print Name

