COCKER SPANIEL RECOVERY FOUNDATION, INC. ADOPTION AGREEMENT

IT IS HEREBY AGREED that for an adoption fee, Plus lots of LOVE & ATTENTION,

Cocker Spaniel, rescue dog named: _____

Date of Birth/Estimate Age		
Color		
Sex	Male	Female
Microchip Company		
Microchip Number		

IS hereby delivered to:

Owner(s) Name		
Address		
Phones	Home:	Cell:
Email Address(s)		

UNDER the terms and conditions that follow:

? ADOPTION FEE TERMS AND CONDITIONS

- (1) The adopting party may request a trial placement period of a foster care dog not to exceed one week. At the time the adopting party receives the dog, the adoption agreement will be signed and a \$150.00 adoption fee will be collected by Cocker Spaniel Recovery Foundation (RECOVERY). RECOVERY will hold the adopting party's adoption fee for one month (30 days) before depositing it. On or before the end of that week's trial placement, if the dog is found to be compatible with the adopting party and they wish to finalize the adoption, the adoption fee will be deposited. *Make check payable to: Cocker Spaniel Recovery Foundation, Inc.
- (2) If, prior to the end of 30 days after receiving the dog, and even with the adoption agreement signed, the adopting party gives sincere reason why they must return the dog to RECOVERY, a full refund of their adoption fee will be made. No refund of an adoption fee will be made once the adopting party has had the dog in their home for the past 30 days period.
 - ? PLEASE INITIAL ACCEPTANCE HERE
- (1) This dog will be solely owned by you (Owner(s).

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(2) Most dogs handled through RECOVERY come to us anonymously; therefore, we may not be aware of or have knowledge of any pre-existing health, temperament or behavior conditions. An animal that appears healthy when delivered to Owner may, despite the rescue organization's best efforts, become ill or may have some underlying health problems that have not been identified while the dog is in foster care.

(3) Owner (at Owner's expense with no right to reimbursement from the rescue organization of medical or professional fees) will provide this dog with routine veterinary care and vaccinations according to the veterinarian's recommendations for the area in which this dog resides. All available health records for this dog obtained through RECOVERY are attached for Owner's information.

(4) I recognize that pet ownership is a major responsibility, requiring much personal time, financial expense, and a long-term commitment. As such, I agree to provide quality care for my pet, for its lifetime, such as:

2 Living primarily inside with the Owner(s).

? Good food, fresh water, and appropriate shelter from bad weather and extreme temperatures.

- Adequate attention, stimulation, and opportunities for exercise, on a daily basis.
- Safety from other animals, vehicles, wandering, and getting lost or stolen must be provided, including:
 - (a) Proper confinement and adequate supervision.
 - (b) Dogs shall not be permitted to roam loose or unattended.
 - (c) A form of identification which is to be worn at all times.
- (5) Although it is the policy of RECOVERY to spay and neuter all foster care dogs before placement, we do reserve the right to place an intact dog in certain situations. In such case, Owner agrees that the spay or neuter surgery will be done within _____ weeks of the signing of this agreement. Owner to provide a veterinarian's certificate of spay or neuter to RECOVERY within this time restraint to qualify for the refund of the surgery deposit given to RECOVERY in the amount of \$_____.

PLEASE INITIAL ACCEPTANCE HERE IF THIS CLAUSE PERTAINS TO THIS ADOPTION

- (6) This dog will be immediately licensed by Owner through the jurisdiction for the area in which this dog resides.
- (7) This dog will not be provided to any commercial enterprise, and/or research laboratory and/or animal shelter if any of the above, or any of its kind, is for profit or non-profit.
- (8) If the dog or Owner's circumstances change such that the Owner deems that the dog must be re homed, the Owner must first notify COCKER SPANIEL RECOVERY FOUNDATION, INC. prior to taking any action.

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(9) If there is any circumstance in which the Owner is unable to provide a home and/or security for this dog, or should this adoption placement prove to be incompatible, Owner may request RECOVERY to help re home the dog in another qualified home.

(10) Should RECOVERY determine that the adopted Cocker Spaniel is neglected, abused, or not kept in a safe environment, RECOVERY reserves the right to reclaim the pet, without any obligation to the adopter. RECOVERY may make attempts to satisfactorily resolve the concerns with the adopter, at our discretion, and dependent upon the degree and significance of the violation/concerns. The adopter agrees to relinquish custody of the pet to RECOVERY upon its request, and understands that refusal to do so may initiate court proceedings at the discretion of the Cocker Spaniel Recovery Foundation Board of Directors.

(11) The Cocker Spaniel's being is typically friendly, eager to please, quick to learn, and willing to obey. It is the hope of this rescue organization that this dog will meet all of these descriptions and be a viable, healthy, well tempered, loving companion.

RELEASE AND INDEMNITY Adopting Owner(s) hereby specifically and forever releases and holds Cocker Spaniel Recovery Foundation and all its affiliates (herein collectively referred to as RECOVERY) harmless from any and all liability arising from the placement for adoption by RECOVERY of this Cocker Spaniel, or for any other actions taken by RECOVERY in accordance with, and in reliance on, the representations Adopting Owner(s) has made under the terms of this document. Adopting Owner(s) agrees to indemnify and hold harmless RECOVERY for any damages suffered and expenses incurred (including legal fees) in defending any legal action, whether for bodily injuries or death, property damage, breach of contract, or otherwise, whether instituted by Adopting Owner(s) or by any other person or persons involved with this Cocker Spaniel arising out of or in consequence of the placement of this dog, in reliance on the representations and warranties Adopting Owner(s) has made in this agreement.

EXECUTED THIS DAY OF _____, 20_____.

My (our) signature(s) below attests that I (we) have read and understand this agreement and its terms and conditions. I (we) hereby release Cocker Spaniel Recovery Foundation and all its affiliates from any and all liability arising from acceptance of this foster care dog. I understand that a violation of any of the terms herein constitutes a breach in contract, and RECOVERY has the right to reclaim the animal at the discretion of the Cocker Spaniel Recovery Foundation Board of Directors.

Accepted by: _____

Adopting Owner

Adopting Owner

Cocker Spaniel Recovery Foundation, Inc.

*A \$15 fee will be charged for any check return for Non Sufficient Funds.