

HEART OF A BORDER COLLIE RESCUE, INC. - ADOPTION AGREEMENT

PO Box 203, Mound, MN 55364 - Phone 612-405-8987 or 952-232-1745 - HEARTofaBCR@gmail.com or adopt@hoabcr.org

Adopter _____ Email _____ Date _____

Address _____ City/State _____ Zip _____

Phone(s) _____ Dog's Microchip # _____

Dog's Name _____ DOB or Age _____ Sex M F NM SF To be Spayed/neutered by HOABCR by _____

Breed/Color _____

This agreement is a binding, legal contract entered into by Heart of a Border Collie Rescue (HOABCR) and the above-named adopter [hereinafter referred to as "Adopter"] for the adoption of the above-described animal [hereinafter referred to as "dog"].

ADOPTION AGREEMENT

HOABCR agrees to transfer ownership of the dog to Adopter for the consideration of an adoption fee in the amount of \$ _____ plus \$ _____ applicable sales tax (*currently 8.525%*), as well as Adopter's compliance with all terms and conditions of this adoption agreement. Payment options are as follows. **CASH IS NOT ACCEPTED**. Select the method used:

PayPal PayPal.me/hoabcr Credit Card (requires advance coordination) Check # _____

NO WARRANTIES OR GUARANTEES

HOABCR makes no warranties or guarantees express or implied about the health, temperament breed, age, prior history, or any other information about the dog. HOABCR has disclosed to Adopter any and all known information about the dog. Adopter understands that some of this information may have come from third parties, such as the dog's previous owners, shelter workers, or foster homes and that HOABCR makes no guarantees about the accuracy of this information. Adopter agrees to adopt this dog "as is" assumes all responsibility for treatment of any and all existing conditions and any future physical conditions or temperament changes that may occur. HOABCR does not test for or guarantee against any genetic disorders.

ENTIRE AGREEMENT

This document represents the entire agreement between HOABCR and Adopter. Any prior verbal or written agreements are superseded by this document and are null and void.

RELEASE OF LIABILITY

Adopter releases and discharges HOABCR from any and all liabilities that may arise after the adoption of this dog. Adopter agrees that HOABCR is not responsible for expenses incurred for treatment of any health or behavioral problems, regardless of whether the problems existed at the time of the dog's adoption or arose after the adoption. Adopter releases HOABCR from liability for any injury or damages to any person or property caused by this dog after adoption, and from any causes of action, claims, suits of demands whatsoever that may arise as a result of such injury or damages.

REFUNDS AND RETURN POLICY

Adoption fees are non-refundable. Adopter may, within 10 days of the date of this agreement, return the dog to HOABCR and receive a credit for the amount of the adoption fee that can be applied toward another dog within six months following the date of return. Adoption of a replacement dog is subject to normal screening and matching processes and must be approved by HOABCR.

RIGHT OF FIRST REFUSAL

If at any time in the future, Adopter is unable to keep the dog, ownership of the dog may not be transferred to another person or entity without first contacting HOABCR. HOABCR retains the right to elect to take the dog back into rescue or approve any proposed transfer of ownership. If HOABCR wishes to take the dog back into rescue, Adopter agrees that the original adoption fee will not be refunded, nor will HOABCR pay any kind of adoption fee to Adopter or reimburse Adopter for any money spent while the dog was in Adopter's care.

TO BE READ AND INITIALED BY ADOPTER:

Adopter Initials	Adoption Terms
	An adopted dog can take several weeks to settle into a new home and display its full personality. HOABCR has disclosed all information obtained about the dog's temperament and behavior while in foster care but cannot make any guarantees of the temperament or behavior this dog will exhibit in Adopter's home.
	This dog may have or may develop health problems which are unknown to HOABCR. HOABCR recommends that the dog be brought to a veterinarian for a full examination within 10 days of adoption. Costs for examinations and treatment of any existing or future health problems are entirely my responsibility.
	Adopter agrees that in all care and training this dog will be treated in a humane and non-abusive manner. Adopter will provide appropriate food, water and veterinary care for the dogs. Adopter takes responsibility for the dog's safety and security including providing proper fencing or other means of control & ensuring the dog is wearing proper identification at all times. <i>We recommend keeping the rescue tag on in addition to a tag with Adopter's contact information on it as another contact. If at any time the adopted dog is lost and/or stolen, Adopter agrees to contact HOABCR immediately for help in locating the dog.</i>
	I understand that it can take time for a new dog and other animals in the household to accept each other and I agree that I will allow time for that to happen.
	I agree to register this dog's microchip within 2 weeks & will confirm registration via email to Karen@hoabcr.org
<i>(circle correct requirement and initial)</i>	I understand that this dog REQUIRES/RECOMMENDS obedience training and that it is my responsibility to provide such training through a facility of my choosing. HOABCR REQUIRES/RECOMMENDS that the dog be enrolled in a quality obedience class within <u>three months</u> of adoption day. HOABCR personnel are available to recommend classes and provide advice on solving behavior problems. Proof of enrollment in a class (a picture of receipt or something similar) should be sent to kirsten@hoabcr.org .
<i>(If this applies, fill in the blank at right)</i>	PUPPIES: Puppies have received age-appropriate vaccinations but will most likely require additional vaccinations on the schedule recommended by Adopter's veterinarian, and will need rabies vaccinations when old enough. We REQUIRE puppies to be seen by Adopter's veterinarian within 10 days of adoption or by _____, when additional booster vaccinations are recommended.
<i>(If this applies, fill in the blank at right and initial)</i>	IF THIS DOG/PUPPY IS NOT SPAYED OR NEUTERED YET, Adopter agrees to transport the dog to and from his/her surgery appointment at HOABCR veterinarian by the date noted on the front of this contract or not later than _____.
	ADDITIONAL CONDITIONS OF THIS ADOPTION (TO BE INITIALED BY ADOPTER)

SEVERABILITY

If any part of this agreement is rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this agreement will not invalidate the remaining portions of the agreement, and they will remain in full force and affect.

I hereby acknowledge that I have read and understand the above contract and agree to abide by its terms:

Adopter signature: _____ **Date** _____

Printed name _____

HOABCR Representative Signature: _____ **Date** _____
(foster parent or other HOABCR representative to sign)

Printed name _____