

Sample. Revised 6/14/2020

Labs4Rescue Adoption Pending Notice

DO NOT USE THIS FORM FOR ANY FOSTER NOTICES.

Name of Person Completing this Form

Email Address of Person Completing this Form

Contract Date

6/14/2020

Dog Information

Dog Name and Number

Age

Sex

Weight (Pounds)

Color

Unique Markings

Labs4Rescue Tag No.

Adopters please note that Labs4Rescue will always remain the contact for the following Microchip Recovery Service Company.

Microchip Brand

Microchip No.

Is the Dog Listed on Petfinder?

Sponsor

Current Foster Parent or Boarding Facility

Is a Home Visit Needed?

Is Transportation Needed?

Any Other Information or Concerns to Report

Adoption Fee

Adopter Information

Adopter

Co-Adopter

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Address

Home Phone Number

Adopter Cell Phone Number

Adopter Work Phone Number

Adopter Primary Email Address

Adopter Secondary Email Address

Instructions to Adopter

Thank you for adopting a dog from Labs4Rescue. PLEASE READ THE FOLLOWING INSTRUCTIONS AND THE ADOPTION CONTRACT. The terms of the adoption contract are not subject to negotiation and may only be altered with the expressed written consent of the rescue service. Please notify me immediately if you can not agree to each and every clause in the adoption contract. Your adopting a dog from Labs4Rescue is contingent upon a satisfactory veterinarian reference check, written landlord approval for renters, and a satisfactory home visit. If one or more of the aforementioned items is unsatisfactory, Labs4Rescue reserves the right to cancel the adoption and rescind the adoption contract. In the event that Labs4Rescue cancels the adoption and rescinds the adoption contract before you receive the dog, Labs4Rescue will refund your adoption fee.

1. First-Time Adopters will be contacted to arrange their required Home Visit. PLEASE NOTE THAT ALL FAMILY MEMBERS MUST BE PRESENT AT THE HOME VISIT. A satisfactory home visit is a prerequisite for receiving your dog.

2. If transport is requested, your Adoption Coordinator or our Transport Coordinator will contact you by email approximately 4 or 5 days before the transport date with details. Please ensure that you can receive mail from Labs4rescue and be sure to check your Inbox AND Spam/Junk mail folders DAILY during the week before the transport for important details.

3. Please pay your adoption fee () using the PayPal Pay Now link available on our website (www.labs4rescue.com/). PLEASE PRINT THIS ENTIRE E-MAIL, SIGN THE CONTRACT AND MAIL ALL PAGES TO LABS4RESCUE (P.O. Box 955, Killingworth, CT 06419) WITH YOUR PAYPAL ADOPTION FEE RECEIPT. WE MUST RECEIVE YOUR CONTRACT AND FEE BEFORE YOU PICK UP YOUR DOG. Please do NOT send cash in the mail; Labs4Rescue WILL NOT be responsible for payments lost in the mail. Cashier's checks (payable to Labs4Rescue) and money order are also accepted for adoption fees, although PayPal is the preferred payment method. Personal checks are NOT accepted. Please do NOT attempt to submit your contract and payment when you pickup your dog since Labs4Rescue Foster Parents, Boarding Facilities, or Transporters ARE NOT authorized to accept your contract and adoption fee. Labs4Rescue WILL NOT be responsible for payments given to Foster Parents, Boarding Facilities or Transporters.

4. All adoptions include a two (2) week adjustment period to ensure that the dog is a good fit for you and your family. Should you decide not to adopt, your responsibilities and eligibility for a refund are detailed below (see Adoption Contract, Clause 21). To help you and your new dog adjust, please review our list of Helpful Hints: www.labs4rescue.com/helpfulhints.shtml

5. Do you have pet health insurance? It can greatly reduce your costs if your dog becomes ill. Pet health

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insurance companies have plans designed to meet your requirements and budget. Monthly fees vary from \$10 - 50. Reduced rates may be available for the first month. Popular pet health insurance companies include: Healthy Paws Pet Insurance (www.healthypawspetinsurance.com) PetFirst Healthcare (www.petfirst.com/petfinder), VPI Pet Insurance (www.petinsurance.com), and 24PetWatch Pet Insurance (www.24petwatch.com/petinsurance/). Some plans may have a waiting period before coverage begins, so please do not delay in signing up.

6. Please contact me if you have any questions about the rescue's adoption process.

Sincerely,

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Labs4Rescue Adoption Contract

THIS ADOPTION CONTRACT is made and entered on this day, 6/14/2020, between LABS4RESCUE (hereinafter referred to as Rescue Service), and (hereinafter referred to as Adopter, whether one or more persons).

WHEREAS, in order to protect abandoned dogs, the Rescue Service does accept for placement from individuals, animal shelters, humane societies and other persons and entities, dogs which are homeless, and WHEREAS, the Rescue Service does attempt to place such dogs where possible in suitable homes in consideration for the payment of a fee determined in each case.

NOW, THEREFORE, it is agreed as follows:

1. Rescue Service does agree to place for adoption the following described dog (hereinafter referred to as dog) with the Adopter:

Dog Name and Number:

Age:

Sex:

Color:

Unique Markings:

Weight (Pounds):

Labs4Rescue Tag No.:

Microchip Brand:

Microchip No.:

2. Adopter agrees to pay their adoption fee by PayPal, cashier's check or money order, to help defray the costs of the Rescue Service. Residents of the Commonwealth of Massachusetts are required to pay an additional isolation/quarantine fee, which defrays the cost of the Massachusetts Department of Agricultural Resources mandatory 48 hour isolation and examination by a veterinarian licensed in Massachusetts. Residents of the State of New Hampshire (NH) are required to pay an additional isolation/quarantine, which defrays the cost of the New Hampshire Department of Agriculture, Markets and Food mandatory 48 hour isolation and examination by a veterinarian licensed in New Hampshire. **Adoption fee for :**

3. Adopter agrees that dog will be kept as a home companion and will share Adopter's home being given the

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same considerations, as would a human family member.

4. Adopter will not use, nor will he/she allow the dog to be used for any illegal purpose. Adopter agrees that the dog will not be attack or protection trained and will not be used for guard work in any commercial endeavor.

5. It is expressly understood by the parties to this Dog Adoption Contract that in the case of a dog which has not been voluntarily released to the Rescue Service by its owners and/or which has not been obtained from a governmentally operated or sanctioned entity which is empowered by law to transfer or otherwise dispose of such dog free and clear of any claim of ownership, that the Rescue Service cannot guarantee that it has absolute free and clear title to such dog and that no claim of ownership will ever be made against such dog.

6. In the event that a claim of ownership as discussed in Paragraph 5 above is made against the dog which is the subject of this Dog Adoption Contract, and the Adopter returns such dog either voluntarily or pursuant to an Order of a Court of competent jurisdiction, the fee specified in Paragraph 2 above shall be refunded. In no event shall the Rescue Service be liable for any costs of any nature whatsoever incurred beyond such fee.

7. IF FOR ANY REASON ADOPTER IS UNABLE TO KEEP THIS DOG FOR ITS ENTIRE LIFE, ADOPTER MUST CONTACT LABS4RESCUE AND MAKE ARRANGEMENTS TO RETURN DOG TO LABS4RESCUE. ADOPTER AGREES NOT TO SELL, GIVE AWAY, OR DISPOSE OF THE DOG IN ANY OTHER MANNER (EXCEPT EUTHANASIA FOR MEDICAL REASONS AT THE ADVICE OF A LICENSED VETERINARIAN) WITHOUT PRIOR CONSENT IN WRITING OF RESCUE SERVICE.

8. Adopter agrees to keep a buckle collar, with the dog's current rabies tag and the Labs4rescue identification number tag on the dog at all times. Please contact the Rescue Service if you need a free replacement Labs4rescue identification number tag. Adopter agrees that if the dog is already microchipped, as indicated above, that the Rescue Service will remain the contact for the Microchip Recovery Service Company.

9. It is expressly understood that the Rescue Service places the dog with no warranty as to the physical condition or temperament of the dog. **ADOPTER ACCEPTS THIS DOG AS IS WITH ALL DEFECTS, EITHER OBSERVABLE OR UNOBSERVABLE, AND ASSUMES ALL RISK FOR SUCH DOG FROM THE DATE OF SIGNING OF THIS CONTRACT.**

10. Adopter agrees to care for the dog in a humane manner, including but not limited to providing water, premium quality food, shelter, exercise and veterinary care, including annual inoculations, for the duration of said dog's life, all in a manner satisfactory to the Rescue Service.

11. Adopter agrees to provide monthly heartworm preventative to the dog on a year round basis.

12. Adopter agrees that the dog may not be left outside unsupervised, even if the adopter's yard is fenced-in.

13. Adopter agrees to provide a fenced enclosure appropriate for the size of dog that shall be no less than 300 square feet. When a fenced enclosure is not available the dog must protected by being on a leash. Under no circumstances is the dog to be routinely tethered as a means of confinement.

14. Adopter agrees that at no time will the dog be transported in the open bed of a pickup truck, or left in a vehicle when the outside temperature exceeds 70 degrees Fahrenheit.

15. Adopter agrees that the dog will be confined in the house when there is no one at home, except for prolonged absences such as vacations when secure and proper care will have been prearranged for the dog.

16. Adopter agrees to two (2) home visitations by a representative of Rescue Service within the first three (3) months following the effective date of this Adoption Contract to determine if the adoption is successful. An annual visitation thereafter will be permitted at the discretion of the Rescue Service.

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17. Adopter agrees to notify Rescue Service of any change of telephone number and/or address within two weeks of such change.

18. Adopter agrees to notify Rescue Service IMMEDIATELY by phone in the event this dog is lost or stolen, and at the time of its death. Rescue Service reserves the right to request and receive a veterinarian's 'cause of death' statement in the event of the dog's death.

19. The Rescue Service has no knowledge of the temperament/behavior of this dog.

20. Adopter assumes all responsibility for the dog's actions once they receive the dog. Adopter agrees to hold the Rescue Service and its Representative harmless from any and all liability associated with any illness of the dog, or damage or injury caused hereafter by said dog.

21. Should Adopter breach any of the agreements contained in this Adoption Contract, the Rescue Service shall have the right to rescind this Adoption Contract and demand return of this dog. Should Adopter fail to return dog the Rescue Service may seek an Order from a Court of competent jurisdiction for the return of said dog and liquidated damages from Adopter in the amount of \$3,850.00 in addition to any sum paid for this dog pursuant to this Adoption Contract plus attorney's fees and court costs.

22. I understand the first TWO (2) weeks of the adoption program includes an adjustment period in which I am bound by the terms of the Adoption Contract. The adjustment period begins on the date I take custody of the dog. If Labs4rescue has not heard from me within the two-week adjustment period, Labs4rescue will assume that the dog has adjusted to my home satisfactorily and that I have decided to adopt the dog in accordance with the terms of the adoption contract. Should I decide not to adopt the dog within the two-week adjustment period, I will notify Labs4Rescue immediately of my decision by submitting an [Owner Release Form \(http://labs4rescue.com/forms/surrender/surrenderform.php\)](http://labs4rescue.com/forms/surrender/surrenderform.php). I understand that Labs4Rescue will make every effort to find a new home quickly. I agree that I will be considered a Foster Home and all the rules for Foster Homes will apply to me beginning the date I submit the Owner Release Form. I agree to foster the dog OR pay boarding fees for 2 weeks. I understand that my adoption payment, minus a \$50 administrative fee, minus the isolation fee for Massachusetts or New Hampshire residents, and minus the cost of obtaining a health certificate specifically for my dog will be refunded to me as long as I have followed these guidelines. I understand that I may not be eligible for a refund if I fail to follow these guidelines.

23. If the adopter must return the dog at anytime after the aforementioned two-week adjustment period, they must allow Labs4Rescue two weeks to find placement in a suitable foster home. During this two-week period the adopter must foster the dog, or pay boarding fees until the dog can be moved into the new placement. Adopters must submit an [Owner Release Form \(http://labs4rescue.com/forms/surrender/surrenderform.php\)](http://labs4rescue.com/forms/surrender/surrenderform.php) to notify Labs4Rescue of their intent to return their dog. Adoption fees are not refundable after the two-week adoption period..

24. This contract is to be governed by the laws of the State of .

Signature of Adopter: _____

Date: _____

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Home Phone Number:

A handwritten signature in black ink, appearing to read "Allwin".

Labs4Rescue Representative

Date: 6/14/2020

LABS4RESCUE CANNOT VOUCH FOR THE TEMPERAMENT, HEALTH, OR LINE OF THE DOG, OTHER THAN STATED IN THIS CONTRACT, AS THE DOG MAY HAVE BEEN IN AN UNUSUAL SITUATION, AND IN MANY CASES WITHOUT HISTORY, AND MAY NOT SHOW ITS TRUE NATURE OR HEALTH FOR SOME TIME AFTER PLACEMENT.

Please return all pages to: Labs4Rescue, P.O. Box 955, Killingworth, CT 06419