RESCUE ADOPTION CONTRACT
FOR A STERILIZED TIBETAN TERRIER

I/we, the undersigned adopter, ("adopter") and the Tibetan Terrier Club of America, Inc. Rescue Program ("Rescue Program"), in consideration of the mutual promises in this contract and for other good and valuable consideration, intending to be legally bound by this contract, agree:

**DOG:** The adopter will maintain the dog described below ("the dog") as an indoor pet:

<table>
<thead>
<tr>
<th>Rescue No.:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Tibetan Terrier's Name:</td>
<td>Sex: Age:</td>
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Coat Color: Markings: Eye Color:

Chip No.: Tattoo No: Rabies No.:

Other distinguishing markings.

**CARE OF THE DOG:** The adopter will treat this dog as a family pet with affection and kindness, never subjecting this dog to abuse or cruelty. The adopter will never allow this dog to be trained for or used for dog fighting, protection or as an attack dog. The adopter will always keep this dog within a fenced yard (not on a chain), or on a leash or safely within the home. The adopter will never let the dog "run free."

**HEALTH ISSUES:** The adopter acknowledges receipt of the attached medical information in Attachment 1. The adopter agrees to accept the dog with the following known medical conditions and understands that these medical conditions may require extraordinary veterinary expenses and/or extraordinary care of the dog: ____________________________.

**VETERINARY CARE:** The adopter agrees to have the dog examined by a licensed veterinarian within ________ of adoption and at least yearly thereafter. The adopter agrees to provide the dog with annual shots, heartworm preventative and parasite elimination and agrees to seek prompt veterinary care in case of illness or injury. The adopter consents to the Rescue Program obtaining medical information on the dog from your veterinarian.

**FEES:** The Rescue Program requires an adoption fee of ____________ dollars for the dog to help defray the costs of the dog’s maintenance and veterinary care. Because the Rescue Program operates on a very tight budget, the adoption fee is **not refundable under any circumstances.** This fee is not a donation. Any donations to the Rescue Program are appreciated.

Adoption Contract
Adopting Party Initials
Rescue Representative Initials

Form V
TRANSFER: The adopter agrees to never sell or give the dog to a shelter, pound, humane society, pet dealer, laboratory or any other individual or organization except the Rescue Program if the adopter is unable or unwilling to keep the dog. The adopter agrees to return the dog only to the Rescue Program at the adopter’s expense, if unwilling or unable to keep the dog.

LOST DOG: If the dog is lost or stolen the adopter agrees to immediately notify the Rescue Program and to make all reasonable efforts to locate the dog, including placing lost ads in the local paper, calling animal control and/or the police and checking all local shelters and humane societies in person.

DEATH OF DOG: The adopter agrees to timely notify the Rescue Program of the dog's death and the cause of death.

CHANGE OF ADDRESS: The adopter agrees to notify the Rescue Program if the adopting party moves and to give such new address and telephone number.

NOTICES TO RESCUE PROGRAM: The adopter understands that any notices required by this contract shall be sent to the Rescue Program via first class mail to the current TTCA Rescue Chairman or other subsequent address indicated by the Rescue Program to the adopter’s last known address.

INSPECTION: The adopter agrees to allow representatives of the Rescue Program to periodically check on this dog, both in person and by telephone, to be assured of compliance with the terms and conditions of this contract.

NO REPRESENTATIONS, WARRANTIES OR GUARANTEES: The adopter understands that the dog may have been neglected, mistreated or abused which may have long-term effects on the dog. The adopter understands that training, special care or precautions may be required. The adopter understands that the dog can dig, chew, soil, bite and exhibit other undesirable traits unless properly supervised, confined and trained. The adopter agrees that the Rescue Program is not making any representations or warranties about the condition, health, personality, temperament, or trainability of the dog.

BREACH OF CONTRACT; LIQUIDATED DAMAGES: In the event that the adopter does not comply with the terms of this contract, or the dog is abused or neglected, one of the Rescue Program’s remedies will be to recover the dog from the adopter upon demand without payment of any compensation to the adopter. After the demand, representatives from the Rescue Program will come to the adopter’s home and the adopter agrees to immediately surrender the dog to the Rescue Program. In addition, without waiving any rights under this contract, the Rescue Program will be due __________ dollars from the adopter as agreed-upon just and reasonable liquidated
damages to compensate the Rescue Program for their costs and expenses associated with the adopter’s breach of this contract.

**NO LIABILITY:** The Rescue Program is not liable for any claims, injuries, losses, damages, costs, expenses, legal actions, or liabilities whatsoever in connection with the adopter’s adoption, ownership and/or maintenance of the dog. The adopter agrees to assume full responsibility for the conduct of this dog upon the date of this contract. The adopter further agrees to hold harmless the Rescue Program, its Board of Directors, its officers, its representatives, its volunteers and any individuals associated with the Rescue Program and to indemnify the Rescue Program, its Board of Directors, its officers, its representative, and its volunteers for any damages, costs or expenses (including but not limited to attorney fees and court costs) resulting from liability, know or unknown, anticipated or unanticipated, directly or indirectly, as a result of the dog's conduct or actions after the date of this adoption contract.

**ENTIRE AGREEMENT; MODIFICATION:** This agreement is the entire contract between the adopter and the Rescue Program and supersedes any prior understandings. No modification of this contract will be valid unless in writing signed by both the adopter and the Rescue Program.

This ___ day of ______________, 20__.

________________________________________  ______________________________________
Signature, Adopter                                         Signature, Adopter
Name(s):
Address:
Phone:
Email address:

________________________________________
Signature, Rescue Program Representative
Name
Address
Phone
Email Address