

## Terms and Conditions Dog Adoption Contract

The American Belgian Malinois Rescue, Inc. by and through \_\_\_\_\_ and the undersigned (hereinafter referred to as "Adopter" or "you"), in consideration of the terms, conditions and promises hereinafter set forth in this Agreement and other good and valuable consideration, intending to be legally bound by this Agreement, agree to the following terms and conditions:

1. **The Dog.** We are conditionally placing the following described dog with you, the Adopter, for adoption by you as a pet dog,

### **Intake Info Required:**

**Intake Name/ID:** \_\_\_\_\_ **Intake State:** \_\_\_\_\_ **Intake Date:** \_\_\_\_\_

**Current Call Name:** \_\_\_\_\_ **Original Call Name (if different then intake):** \_\_\_\_\_

Foster Home & State: \_\_\_\_\_

Microchip Number: \_\_\_\_\_ Male \_\_\_ Female \_\_\_ Color/Markings/Breed \_\_\_\_\_

Distinguishing characteristics (if any) \_\_\_\_\_

Birth Date \_\_\_\_\_ Spay/Neuter Date \_\_\_\_\_

Vaccinations & Dates \_\_\_\_\_ De-worming date \_\_\_\_\_

HW tested \_\_\_\_\_ Last monthly HW prevention \_\_\_\_\_

Flea/Tick prevention \_\_\_\_\_ Last date of Flea/Trick prevention \_\_\_\_\_

Initial Dog's Veterinarian \_\_\_\_\_ Telephone \_\_\_\_\_

2. **Adoption Fee.** \_\_\_\_\_ (Initial) We require an adoption fee of \$ \_\_\_\_\_ for the Dog, to help defray our expenses for the Dog's food and veterinary care. The adoption fee is not a fee or sale price for the dog and **is not refundable** under any circumstances except as stated in 2. b. Any violations of the terms and conditions set forth herein that result in the return of the dog will not result in a return of the adoption fee.

a. \_\_\_\_\_ (Initial) The Dog you are adopting deserves to be part of your family and every day life. If your new dog isn't who you hoped she or he would be, with this contract you are agreeing, and you must, return the dog to us **in the first 30 days in the same condition the dog was on the date of adoption.**

**Continue with this contract only if you are willing to make the changes necessary in your environment and lifestyle to accommodate life with a dog, such as change of daily activities, fencing requirements, etc.**

b. \_\_\_\_\_ (Initial) Once the contract to adopt the dog is signed and the check tendered, said check will be deposited. The new owner of said dog has a 30 day trial period within which to determine if the dog is compatible with and can be integrated into your family. Within this 30 day trial period, if it is determined that the dog is not a good match for your family, and you decide to return the adopted dog for incompatibility reasons, the following are options with respect to the adoption fee;

- i. the adoption fee will be refunded to you or,
- ii. the fee can be applied toward the adoption of a more suitable dog, or
- iii. the fee can be used as a donation to ABMR rescue.

The aforementioned options are conditioned upon a timely return of the adopted dog to Rescue.

3. **No representations.** \_\_\_\_\_ (Initial) You understand that this Dog was previously unwanted, a stray or lost and may have been rescued by us from a dangerous, unhealthy and/or cruel situation. This could have long-lasting effects on the Dog. You agree that we are making no representations or warranties about the condition, personality, or temperament of the Dog. The dog was evaluated by a representative of ABMR

rescue but that not does guarantee its temperament or compatibility with you or any members of your household. Dogs that come into rescue have been determined and appear to be Belgian Malinois, as per the AKC breed standard. The breed standard is broadly written and open to interpretation. There is no guarantee of lineage, pedigree or the like.

4. **Care of the Dog.** \_\_\_\_\_ (Initial) You agree to provide the Dog access to the house, fresh water, wholesome dog food, adequate outdoor exercise, appropriate veterinary care and affection, and at least 8 hours per day socialization with the family. The dog may not under any circumstances be crated or otherwise confined for more than 8 hours in a 24 hour period and if crated the crate shall be large enough for the dog to lie comfortably on its side. You will walk the Dog on a leash, or place the Dog in a protected run or other enclosed outdoor area, and never allow the Dog to roam free unsupervised. You will treat the Dog as a household pet, companion and family member, and **never** leave the Dog chained, caged and/or otherwise confined for extended periods of time. You agree never to use the Dog for dog fighting or any other "sport" in which one animal is pitted against another, and never to beat or taunt the Dog in order to promote aggressive "guard dog" characteristics.
5. **Identification.** \_\_\_\_\_ (Initial) The Adopted Dog must be licensed in accordance with the laws of the jurisdiction in which the Adopter resides. The Adopted Dog will wear a form of identification with Adopter's name and phone number at all times.
  - a. \_\_\_\_\_ (Initial) ABMR will provide a microchip and lifetime registration with AKC Reunite for your rescue dog \_\_\_\_\_. ABMR will remain the primary contact for the chip and the adopter will be listed as the secondary contact once a completed contract and adoption fee have been received by ABMR.
6. **Veterinary care.** \_\_\_\_\_ (Initial) You agree to have the Dog examined by a licensed veterinarian within 14 days of adoption. You agree to keep all legally required vaccinations current including and not limited to Rabies, DHLPP and to ensure that the Dog receives preventative medicine to protect against heartworm, fleas, and ticks. You hereby agree and consent to \_\_\_\_\_ inquiring with your veterinarian about the Dog after the adoption, you will instruct your veterinarian to cooperate with and supply copies of complete medical histories and treatments to \_\_\_\_\_. You further agree that \_\_\_\_\_ or designee has your permission to look over your property at a mutually convenient time to ensure compliance with the conditions set forth in this Agreement.
7. **Transfer, Euthanasia.** \_\_\_\_\_ (Initial) You agree not to abandon, give away, sell, transfer, foster out or dispose of the Dog in any way, and to notify us immediately at any time you determine you no longer want, or no longer can keep the Dog, so that we can take the Dog back to arrange another adoption. **ABMR has the right of first refusal and must be notified first of any decisions regarding placement of the dog.** You agree to give us reasonable time to find the dog another foster home and understand that this may take a few weeks. You agree that you may never surrender the Dog to an animal shelter which euthanizes surplus pets. You agree that you may not euthanize the Dog except in the case of the Dog's terminal illness, injury, or old age accompanied by pain and suffering. The euthanasia must be performed by a licensed veterinarian in a private clinic or hospital.
8. **Lost Dog.** You agree to make a serious effort to find the Dog if it becomes lost, by immediately (a) filing lost reports with the local police, animal control authorities, animal shelters, SPCA's and local veterinarians, and (b) posting lost dog signs, and (c) contacting us immediately should the dog become lost.
9. **Training.** \_\_\_\_\_ (Initial) If behavioral issues arise with \_\_\_\_\_, you will seek professional care and/or training, including, but not limited to, behavior modification.
10. \_\_\_\_\_ (Initial) You agree that your rescue dog \_\_\_\_\_ will not be trained, used or shown in any bite work sport, including, but not limited to Schutzhund, Mondio Ring, Ring Sport or any other protection work/bite work training, including guard dog or personal protection training. If this condition is breached, then ABMR will enforce this contract in accordance with the terms contained in Paragraph 11 herein.

11. **Breach of Agreement; Liquidation Damages.** In the event that we make the determination in our sole discretion that you have failed to comply in, spirit or letter, with any of the terms of this Agreement, or the Dog is abused or neglected, as determined in our sole discretion, one of our remedies will be to immediately recover the Dog from you upon demand and you will without hesitation surrender the Dog to us immediately. In addition, without waiving any of our rights under this Agreement, if you do not immediately surrender the Dog to us, you will post with us a payment in the amount of \$ \_\_\_\_\_ agreed between us as just and reasonable liquidated damages to compensate us for our costs and expenses, including legal fees, court costs and attorney fees in connection with your breach of this Agreement and our subsequent enforcement thereof.
12. **No Liability.** Neither American Belgian Malinois Rescue, Inc., its volunteers or its officers or \_\_\_\_\_, is liable to you for any claims, legal actions, losses, injuries, damages, costs, expenses, or liabilities whatsoever in connection with your adoption or ownership of the Dog.
13. **Entire Agreement; Modification; Binding Effect.** This Agreement constitutes the entire agreement between the parties, and supersedes any prior understandings between the parties with respect to the subject matter of this Agreement. No modification of this Agreement will be valid unless it is made in writing and duly signed by both parties. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors.
14. **Choice of Law.** This agreement shall be governed by the laws of the State of South Dakota and the parties hereto consent and agree that any action brought to enforce any provision of this Agreement shall be brought in the courts of Meade County, South Dakota.  
County State

I have read and received a copy of, and hereby agree to abide by, ALL THE TERMS AND CONDITIONS of this Agreement.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Printed Name: \_\_\_\_\_

Drivers License #: \_\_\_\_\_

Signature of Adopter: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Work Number: \_\_\_\_\_

\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
home) who can always reach you  
\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Name and Phone # of relative/friend (not residing in your

\_\_\_\_\_  
Adopter's Email Address

\_\_\_\_\_  
Relative/friend E-mail Address

ABMR Coordinator Contact Information:

Name  
Address,  
City, ST Zip  
Phone  
email address  
[geetoe65@gmail.com](mailto:geetoe65@gmail.com)