



BnR's Rock n' Rescue Adoption Contract

Dog's Name:

Microchip #:

Breed:

Estimated Age:

Spayed/Neutered:

Terms and Conditions

1. Adopter agrees to pay BnR's Rock n' Rescue ("Rock n' Rescue") an adoption fee of \$_____ for each of the above named dogs. This fee, minus \$75.00, is refundable provided the Adopter personally returns the live dog in the same condition as when it was adopted within seven (7) days of its adoption.
 - a. Adopter further agrees to pay Rock n' Rescue a deposit of \$50.00 if the adopted dog is under six months of age, and therefore not spayed/neutered, or if the dog is older than six months of age and for another reason is not spayed/neutered, Adopter agrees to have the dog spayed/neutered within sixty (60) days if the dog is over six months old. If the dog is under six months old, the adopter agrees to have the dog spayed/neutered within sixty (60) days of the dog reaching six months of age. Adopter agrees to provide Rock n' Rescue with proof of spaying/neutering, at which time Rock n' Rescue shall return the full \$50.00 deposit to Adopter.
 - b. Adopter agrees that the dog will not be bred and will not produce any litters. Breeding the dog constitutes a breach of this contract.
 - c. Adopter further agrees to pay Rock n' Rescue a deposit of \$50.00 to be refunded after the completion of training with Bark n' Roll.
 - d. If this paragraphs 1(a) or 1(b) are applicable to the dog being adopted, Adopter and Agent of Rock n' Rescue shall initial here: (Adopter) ____ (Agent) ____
2. Adopter agrees to participate in training with Bark n' Roll within ninety (90) days of adoption at no cost to the Adopter. Training may be a six-week course offered at the facility, or a single private training session with a Bark n' Roll trainer.
 - a. The \$50 deposit will be returned after successful completion of training.
3. Adopter agrees the dog is to be a family companion and agrees to provide the dog with a safe home, adequate food, water, proper care, exercise, love and attention. Adopter agrees not to



violate any laws or ordinances relating to animal welfare. The dog is not to be used as an attack or protection trained dog and will not be used for commercial guard work.

4. Adopter agrees to keep a buckle collar on the dog with ID tag, current rabies tag and any required town dog license. Adopter agrees not to use a prong or shock collar on the dog.
5. Adopter agrees that the dog will be confined inside the home when no one is at home. When the Adopter is away overnight or longer, the Adopter is to prearrange proper overnight care for the dog.
6. The dog shall not ride loose in the bed of pickup trucks, in a convertible with the top down, or be left in a car when air temperatures exceed 70 degrees or are lower than 45 degrees.
7. Adopter agrees to have a clean, secure fenced area for the dog, if available. If a fenced enclosure is not available, Adopter agrees to leash walk the dog several times per day. Adopter shall not use an invisible/electric fence. Under no circumstances shall the dog be kept routinely on a runner or tie-out.
8. Adopter agrees to have the dog examined by a licensed veterinarian at least once each year and provide for all vaccinations and treatments necessary to ensure good health. If euthanasia becomes necessary, Adopter agrees to have it performed by a licensed veterinarian.
9. Rock n' Rescue makes no guarantees or statements regarding the dog's age, breed, health, or temperament. While Rock n' Rescue has made every effort to provide accurate history and assessment of the dog, Rock n' Rescue is not able to guarantee the dog's age, breed, medical status or history, behavior or disposition. Adopter hereby releases Rock n' Rescue and its employees, directors, members, volunteers and representatives from any and all possible claims arising from injury or damage caused by the dog to any person or property or relating to the health or temperament of the dog, and holds Rock n' Rescue, its officers, directors, representatives, volunteers and affiliates free, harmless and indemnified with regard to same, including any expenses related thereto. Adopter accepts this dog as is with all defects, whether observable or unobservable, known or unknown, and assumes all risk for the dog upon signing of this contract.
10. Adopter acknowledges that Rock n' Rescue is not responsible for any payments or costs associated with visits to veterinarians or animal hospitals. Adopter shall indemnify and hold Rock n' Rescue, its officers, directors, representatives, volunteers and affiliates free, harmless and indemnified from and against any fees, services, or costs associated with care at these facilities.
11. If, for any reason, Adopter is unable to keep the dog for its entire life, Adopter must offer to return the dog to Rock n' Rescue. Adopter agrees not to give away, sell or dispose of the dog without the prior written consent of Rock n' Rescue. If the dog becomes lost, seriously injured, and/or permanently disfigured, or for any reason the dog dies, Adopter shall promptly notify Rock n' Rescue.



12. Adopter will allow Rock n' Rescue to conduct home visits and phone check-ins at its discretion after adoption in order to check on the dog's welfare.
 - a. Rock n' Rescue retains a continuing interest in the welfare of the dog and reserves the right to reclaim the dog if the terms of this agreement are violated.

13. Adopter shall indemnify and hold Rock n' Rescue, its officers, directors, representatives, volunteers and affiliates free, harmless and indemnified from and against any injury, damage, liabilities or other claims arising from Adopter's possession of the dog or from the activities of the dog while in the possession or care of Adopter.

14. In the event Adopter wishes to return a dog to Rock n' Rescue beyond the timeframe set forth in paragraph one herein, Rock n' Rescue reserves the right to refuse the return if any or all of the following conditions exist or existed:
 - a. Adopter has not responded to regular check-ins from Rock n' Rescue;
 - b. Adopter has not reported behavioral and/or health concerns to Rock n' Rescue;
 - c. Adopter has not responded to offers of training help after Adopter reported behavioral and/or training concerns to Rock n' Rescue, or asked for advice and/or assistance;
 - d. Adopter has violated paragraphs two, three, four, five and/or seven herein; or an agent of Rock n' Rescue determines the dog has become unadoptable due to mishandling and/or lack of or improper care and/or training by Adopter.

15. In the event any provision of this contract, including all its covenants and conditions, is breached by Adopter, and/or any misrepresentations have been made by Adopter, Rock n' Rescue has the right to rescind this contract and Adopter shall return the dog to Rock n' Rescue. If Adopter fails to return the dog, Rock n' Rescue has the right to seek a court order for return of the dog and seek liquidated damages from Adopter in the amount of \$1,000.00, plus any court costs or attorney's fees. Payment of damages shall not excuse Adopter from his/her obligation to return the dog to Rock n' Rescue.

16. This agreement shall inure to the benefit of (be effective upon) and be binding upon Adopter and Rock n' Rescue and their successors or beneficiaries. Both parties have fully read and understand this entire agreement, which sets forth all promises, conditions, and understandings, oral or written. In testimony whereof, Adopter signs on this date:

Adopter: Signature: _____ **Date:** _____

Rock n' Rescue Representative: Signature: _____ **Date:** _____