



ADOPTION AGREEMENT

ADOPTION/RELEASE AGREEMENT ADOPTION TERMS This Adoption Agreement (the "Agreement") is made on this _____ day of _____ between Southern California Pit Bull Rescue 501 (c)(3), a California Non-Profit Organization, and _____ as the adopting owner(s) ("Adopter") with Southern California Pit Bull Rescue 501 (c)(3), and Adopter together known as the Parties.

Name of Dog: _____ Age: _____ Breed: _____
Gender: _____ Micro-Chip #: _____

1. Identification: Adopter agrees to provide a safe collar with I.D. tags to be worn at all times. Your dog has been microchipped and registered with Southern California Pit Bull Rescue. The chip details will be included in the adoption packet. Please add your details to the registration. Southern California Pit Bull Rescue must remain on the registration as well.

2. Care of the Dog. You agree to provide the Dog with fresh water, wholesome dog food, adequate outdoor exercise and affection, and shelter. 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 not leave the Dog chained, crated and/or otherwise confined for extended periods of time (More than 7 hours). You agree to never use the Dog for dog fighting or any other "sport" in which one animal is pitted against another, never beat or taunt the Dog in order to promote aggressive "guard dog" characteristics, and never use the Dog to facilitate hunting, whether as a retriever, chase animal or companion engaged in such activity.

3. Southern California Pit Bull Rescue Rights-of-Removal: Southern California Pit Bull Rescue is authorized to remove this Dog from my/our home if it is judged not to be receiving proper care or if there is a violation of this Agreement. I/We agree to permit Southern California Pit Bull Rescue to visit the home where this Dog is kept given reasonable notice and agree that such an entry shall not constitute a trespass on the premises occupied by me/us.

4. I am adopting the dog for myself and I agree to not give away, sell, or trade my dog, even as a gift to a friend or family member. I will neither take the dog to a shelter nor abandon the dog. I understand that I must notify Southern California Pit Bull Rescue, without delay, if I can no longer care for or keep my dog and agree to give Southern California Pit Bull Rescue reasonable time to re-home my dog or place my dog in an approved foster home, if available. I must notify Southern California Pit Bull Rescue of any behavioral problems that have occurred at any time before I return my dog; if there are aggression issues I understand that a determination will be made on the dog's acceptance back into the Southern California Pit Bull Rescue foster program at that time. _____ (initial)

5. I/we affirm that no member of my household has been convicted of an animal welfare law violation such as neglect, cruelty, abandonment etc. _____ (initial)

6. Southern California Pit Bull Rescue Rights-to-Protect Welfare of this Adopted, Rescued, Dog: Southern California Pit Bull Rescue reserves the right to follow through on this Adoption in order to protect the welfare of the Rescued Dog. If the terms & conditions of this Agreement are not upheld by the Adopter(s), and/or if any misrepresentations have been made to Southern California Pit Bull Rescue by the Adopter(s), then Southern California Pit Bull Rescue reserves the right to terminate this agreement and the Adopter(s) must return the Rescue Dog to Southern California Pit Bull Rescue immediately.

7. Communication. Southern California Pit Bull Rescue reserves the right to communicate with the new said "Owner" to request updates on their adopted dog for pictures to ensure the dogs well-being and/or home checks with 24 hour notice if there is concern the dog is not being well-kept.

8. No Warranty: Southern California Pit Bull Rescue makes no warranty as to the temperament or physical condition of the dog. The dog is being adopted as is.

9. Release & Indemnification/No Liability: Adopter hereby releases Southern California Pit Bull Rescue from any and all liability for personal injury, property damage, legal fees, veterinary costs, or any other expense or liability incurred by Adopter as a result of this adoption. Adopter agrees to indemnify Southern California Pit Bull Rescue from any and all such claims and to pay, without limitation, any costs related to such injury, damage, or liability, including, in the case of litigation, any attorney fees incurred in its defense.

10. Breach of Agreement/Liquidated Damages: In the event that Adopter does not comply with the terms of the Agreement, or the dog is abused or neglected, Southern California Pit Bull Rescue holds the right to recover the dog from the Adopter upon demand, and the dog will be surrendered to Southern California Pit Bull Rescue immediately.

12. Entire Agreement/Modification/Binding Effect: This Agreement is 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 the Agreement will be valid unless in writing and duly signed by both Parties. This Agreement is binding upon the Adopter and their heirs, assigns, successors, personal representatives and executors.

13. No Refunds: I/We understand that the payment Donation to Southern California Pit Bull Rescue is nonrefundable, even if this Dog is returned.

14. I understand that Southern California Pit Rescue has the right to regain possession of my pet, if I breach any term of this Adoption Contract or if any statement in my Adoption Application is not correct.

15. Adoption Donation. To assist us in continuing our rescue work, we request a non-refundable adoption donation of \$200. We do not distinguish between adult dogs and puppies, or between pure breeds and mixes. All dogs are equal. We have an extremely limited budget, and this donation is immediately used to pay the ongoing costs of rescuing stray and shelter animals, including food, veterinary care, behavior training, etc. Your donation may be tax deductible.

16. Transfer; Euthanasia. You agree not to abandon, give away, sell or dispose of the Dog in any way, and to notify us immediately at any time you determine you no longer want to, or no longer can, keep the Dog, so that we can take the Dog back to arrange another adoption. You agree that you may never surrender the Dog to an animal shelter that euthanizes surplus pets. You agree that you may not euthanize the Dog except in the case of the Dog's terminal illness or Injury, or old age accompanied by pain and suffering, and in that case, the euthanasia must be performed by a licensed veterinarian in a private clinic or hospital.

17. To allow Southern California Pit Rescue to make periodic visits to my home during the first 90 days following the signing of this and, if considered necessary, to further periodic visits thereafter.

18. To immediately notify Southern California Pit Rescue of any change of address or telephone number within the first year following the signing of this contract, and of any change in circumstances which may prevent me from keeping the dog or to comply with any of the terms of this contract.

19. Southern California Pit Bull Rescue also waives all responsibility and liability for any damages or injury done by the dog, to persons or property. Adopter assumes all responsibility for the welfare of the adopted pet, along with responsibility for any damages or injury caused by the adopted pet.

20. Adopter, on behalf of itself, its heirs, executors, administrators, guardians, successors, and assigns, hereby releases and forever discharges Southern California Pit Bull Rescue and its principals, officers, employees, agents, affiliates, subsidiaries, divisions, successors, predecessors, attorneys, representatives, heirs, and assigns from any and all causes of action, debts, rights, charges or claims and/or damages of any kind whatsoever, in law or equity, known or unknown, from the beginning of the world to and including and beyond the date of this Agreement.

21. In consideration of Southern California Pit Bull Rescue allowing me to adopt the dog, I promise and agree to be solely responsible for any damages to people or property caused by the dog(s). I further promise and agree to indemnify and release Southern California Pit Bull Rescue of any and all liability arising from any known, unknown, or any unanticipated damages to people or property caused by the dog(s). I am fully aware of, understand, and agree to all the terms and conditions of this RELEASE AND INDEMNIFICATION PROVISION, and that it is BINDING AND ENFORCEABLE BY LAW.

22. Attorney Fees: In the event of legal action taken by Southern California Pit Bull Rescue to enforce the provisions of the Agreement, the Adopter(s) agree to pay all of Southern California Pit Bull Rescue court costs and reasonable attorney's fees. ADDENDUM - WELFARE OF OUR DOGS:

23. Any Southern California Pit Bull Rescue pet currently taking medication will require our veterinarian to personally contact adopter's veterinarian to discuss ongoing medical treatment. Adopter will be required to continue such treatment after pet has been adopted until established that pet does not require any more.

24. Southern California Pit Bull Rescue requires that adopter give permission for Southern California Pit Bull Rescue staff to contact their veterinarian after adoption to follow up to check on medical status of the pet.

25. Any pet put through a training program by Southern California Pit Bull Rescue OR, requiring future training will be expected to contact a PROFESSIONAL Trainer/Behaviorist for confirmation of this support. Adopter is also required to contact and discuss with Southern California Pit Bull Rescue if there are early stage behavioral problems on a regular basis for the first 12 months.

26. If you feel the dog is not a good fit in your home. You agree to give Southern California Pit Bull Rescue, 30 days to find a new home for the dog. If a foster is not available or found within the time period. You will be required to place the dog into a boarding facility relieving Southern California Pit Bull Rescue of any debts incurred during the boarding period; you are solely/fully responsible financially until a new foster is located. _____ (initial)

I HAVE READ AND UNDERSTAND THIS ENTIRE ADOPTION AGREEMENT AND AGREE TO ABIDE BY ALL THE RULES AND REGULATIONS SET FORTH HEREIN. I ALSO UNDERSTAND THAT SOUTHERN CALIFORNIA PIT BULL RESCUE, CONSISTENT WITH WHAT IS OUTLINED ABOVE, RESERVES THE RIGHT TO RECLAIM THE ADOPTED ANIMAL IF THE PROVISIONS ABOVE ARE NOT COMPLIED WITH. IF LITIGATION OVER THIS CONTRACT OCCURS, THE PARTIES AGREE MATTERS SHALL BE LITIGATED IN THE STATE OF CALIFORNIA.

Parties below, the Parties acknowledge that we have carefully read the entire agreement and understand and agree to the release, indemnification and other terms provided herein. BY ADOPTER(S): This contract serves as a legal binding agreement made between Southern California Pit Bull Rescue and the above-mentioned Adopter. PLEASE NOTE: The definition of a contract is a legally binding, and enforceable by law, agreement made between two or more parties. In cases of dispute when the parties are arguing whether a contract, or fundamentals of it, have been broken, it may be required to take the case before the courts. This allows the judgement to be made about whether there has been a "breach of contract". The judges will have to look at certain criteria before deciding whether or not a contract has been breached and is enforceable.

SIGNATURES: Adopter's Signature: _____

Print Name: _____ Date: _____

Co-Adopter's Signature: _____

Print Name: _____ Date: _____

Adopter Information: Name(s) in household:

_____ Street Address: _____ City: _____

State _____ Zip code: _____

Home Number: _____ Cell Number: _____

E-Mail: _____

Southern California Pit Bull Rescue Representative Signature: _____

Print Name: _____ Date: _____

Title of Representative: _____

SOUTHERN CALIFORNIA PIT BULL RESCUE'S ADOPTION AGREEMENT ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is validity of that document.

State of California
County of _____)

On the _____ day of _____, 20_____

Personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____ (Seal)