

SOCIETY'S OUTKASTS ANIMAL RESCUE, Inc. (SOAR, Inc.) and the undersigned (the "Adopter" or "you"), in consideration of the mutual covenants in this Agreement and other good and valuable consideration, intending to be legally bound by this Agreement, agree to the following:

1. **The Dog:** I am placing the following described dog/puppy with you, the Adopter, for the adoption by you as a companion dog and family member:

Name: _____ M F (Hereinafter ADOPTEE or Dog)

Breed/Mix/Color/Markings: _____

Spayed/Neutered: _____ **Medical Records:** Y/N **Rabies Current:** Y/N

2. **Adoption Donation:** To assist in continuing rescue work, Adopter agrees to make a non-refundable **donation of at least \$300.00**. This donation is immediately used to pay the ongoing costs of rescuing stray and shelter animals, including food, veterinary care, kenneling costs, behavior training, etc.

3. **Spay/Neuter:** If this Dog has not been sterilized prior to this adoption due to age or physical condition, you agree to enter into a Sterilization Agreement with me to have the Dog spayed or neutered in accordance with the Sterilization Agreement.

4. **Care of the Dog:** You agree that this Dog is being adopted as a family member and will be given extensive house privileges; i.e. sleep inside the house, be allowed freedom of the house when the family is home, and will NOT be restricted to the yard at any time. You agree to provide the Dog with fresh water, wholesome dog food, adequate outdoor exercise, affection and shelter. You also agree that the Dog will not be used as a guard animal, or for any purpose other than as a companion and friend to you and your family. No alteration to the animal's appearance is permitted (i.e. docking of tails, ears). **ABSOLUTELY no docking of the tail or ears. This is non-negotiable.**

5. **Veterinary Care:** The Dog will be examined by your licensed veterinarian within 30 days after adoption and will be provided with medical treatment as needed.

You agree to keep the Rabies vaccination current. **Adopter INITIAL** _____ You agree to provide preventative medication to protect against heartworm.

Adopter INITIAL _____

You agree to provide the best available care to the Dog in a timely manner. Any veterinary problems that may arise, including serious illness requiring emergency care or surgery is your responsibility and you are responsible for all related costs.

6. **Obedience Training:** Adopter agrees to provide obedience training for the dog at their cost, if necessary.

7. **Behavioral Issues** (i.e. biting, destruction, escapism, fearfulness, dominance) that might lead to abandonment of the animal: Adopter agrees to contact an obedience trainer, as well as, SOAR, Inc. to follow the recommendation in resolving any issues as an effort to maintain custody of the adopted animal.

8. **Safe Environment:** Where applicable, adopter will provide a secure fenced yard, with ample room for outdoor exercise. If fencing needs repair or modification in order to ensure the safety and well being of the Dog, you agree to make any necessary repairs prior to allowing Adoptee access to the yard. You agree to maintain the security of the fencing in the future to further secure the Dog. Adopter understands that gardeners, pool men, contractors and utility workers are not responsible for the safety of the Dog, therefore adoptee must be kept indoors when workmen have access to the yard.

NOTE: Many dogs are sensitive and scared of loud noises, and you hereby agree to keep the adoptee indoors or in a safe and secure environment on holidays such as July 4th and New Years Eve.

9. **Identification:** You agree that the Dog WILL ALWAYS be wearing an identification tag with two current telephone numbers and your current address. plus the micro-chip ID. You agree to immediately update SOAR, Inc. should you move or change contact information.

Adopter INITIAL _____

10. **Leash/Collar Etc.:** You will walk the dog on a leash when on public streets or in parks or other unfenced areas, and will never allow the Dog to roam free unsupervised. The Dog will be walked using a slip or choke collar, pinch collar or harness, and will not be walked with the leash attached to the Dog's identification tag. Adopter understands that the identification tag is not a secure restraint. Also, the Dog will NEVER be tied up on your property or elsewhere. Adopter understands that restraining a dog by tying it to a fixed post or wire run is unsafe and may cause theft of the Dog, unpredictable behavior and random aggression. You will not leave the dog crated and/or otherwise confined for extended periods of time (more than 4 hours).

11. **Transportation:** Adoptee will never be transported in the back of an open vehicle or pick-up truck. Adoptee will not be allowed to ride with his/her head outside the window of a moving vehicle.

12. **Lost Dog:** You agree to make an immediate and serious effort to find the Dog if it becomes lost, by (a) filing lost reports with the local police, animal control authorities, animal shelters, SPCAs and local veterinarians and pet stores, (b) post lost dog signs (c) place lost dog ads in your local paper (d) contact SOAR, Inc. for additional support and advice. Furthermore, Adopter understands that if the loss was the result of negligence or failure to comply with the covenants of this Agreement, SOAR, Inc. reserves the right not to return the Dog and to place adoptee into a new home.

13. **No Right to Transfer:** If at any time in the future you cannot continue to provide proper care for the Dog, you will not abandon, give or sell the Dog to another person, company, organization, medical research, pound or animal shelter. You agree to return the dog to SOAR, Inc.

14. **Return Policy:** If Adopter decides to not keep the Dog, Adopter hereby agrees to return the Adoptee to SOAR, Inc. Importantly, Adopter agrees to give SOAR, Inc. **ten working days** to secure a kennel, and will provide safe and loving care of the Dog until it is returned.
Adopter INITIAL _____ Adopter agrees to safely transport the Dog to the SOAR, Inc.

15. **Euthanasia:** 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.

16. **Change of Contact Info:** You will notify SOAR, Inc. of all changes of address and/or telephone within 30 days after the change. Communications should be e-mailed to: **societysoar@gmail.com** and via telephone at: **760-832-0617**

17. **Estate Provisions:** Adopter agrees to provide for care of the Dog in their will or estate if by no other means than specifying in writing that Adoptee is to be returned to SOAR, Inc. in the event of Adopter's death.

18. **Follow Up:** Adopter understands and agrees that SOAR, Inc. is fully entitled to make follow-up visits or phone calls to ascertain that all of the covenants and clauses of this agreement are being satisfied. Adopter is obligated to cooperate with SOAR, Inc.

19. **Right to Reclaim:** Adopter understands and agrees that SOAR, Inc. reserves the right to reclaim adoptee if any of the above conditions are not met to the satisfaction of SOAR, Inc. Adopter further understands and agrees that any expenses incurred by SOAR, Inc. in exercising its rights under this provision, will be paid by Adopter, in addition to any liquidated damages required by other provisions of this Agreement.

20. **No Warranty:** SOAR, Inc. makes no warranty as to the temperament or physical condition of the Adoptee. The Adoptee is adopted as is.

21. **Special Disclaimer:** All warranties with regard to Adoptee, including any implied warranty of merchantability and fitness for a particular purpose, where they are applicable, are hereby specifically disclaimed.

22. **Release & Indemnification/No Liability:** Adopter hereby releases SOAR, Inc. from any and all liability for personal injury, property damage, legal fees, veterinary care, or any other expense or liability incurred by Adopter as a result of this adoption. Adopter agrees to indemnify SOAR, Inc. 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 attorneys fees incurred by SOAR, Inc. in its defense.

23. **Breach of Agreement/Liquidated Damages.** In the event that you do not comply with the terms of this Agreement, or the Dog is abused or neglected, we hold the right to recover the Dog from you upon demand, and the Dog will be surrendered to SOAR, Inc. immediately.

24. **Entire Agreement/Modification/Binding Effect:** This Agreement (including the attached Voluntary Release/Waiver of Liability) is the entire agreement between you and SOAR, Inc., and supersedes any prior understandings between you and I, with respect to the subject matter of this agreement. No modification of this Agreement will be valid unless in writing duly signed by both you and I. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors.

In effect if checked, Adoptee please read and initial:

Special Behavioral Needs: Adopter understands that the Dog has special behavioral issues that have been described to them by Rescue and agrees to complete obedience training class. **Adopter INITIAL** _____

No Other Pets: Adopter understands that the Dog is being adopted as an only pet and that other animals may not be safe if brought into the same household—therefore no other pets will be brought into the Adopters household for any reason.

Adopter INITIAL _____

Unenclosed Pools/Spas: Adopter understands that an unenclosed pool or spa may represent a deadly hazard to the Dog and agrees not to give the Adoptee unaccompanied access to the pool or spa until after Adoptee has been trained to safely exit the pool or spa.

Adopter INITIAL _____

No Children: Adopter understands that the Dog may not be kept in a home with children and hereby states that there are no children in their current household and no plans to have or adopt children in the future. **Adopter INITIAL** _____

Predators: Adopter understands that the Dog is a small dog, especially vulnerable to predators, such as hawks, owls, coyotes, etc., therefore agrees that the Dog will never be left outdoors unaccompanied by you or a member of your family.

Adopter INITIAL _____

Sensitive to Loud Sounds: This dog is sensitive and scared of loud noises, and you hereby agree to keep the Adoptee indoors or in a safe and secure environment on holidays such as July 4th , New Year's Eve, etc. **Adopter INITIAL** _____

Escape Artist: This dog has proved to Rescue that it can jump a ___foot fence. It will never be left alone in a yard unsupervised. **Adopter INITIAL** _____

Possessive of Food: This dog has exhibited behavior of protecting its food. The adoptee agrees to feed it separate from all other animals in the home and be careful of taking food away from dog while eating. **Adopter INITIAL** _____

BY ADOPTER:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Drivers License # _____

Street Address: _____

City/State/Zip: _____

Home Phone: _____

Cell Phone(s): _____

E-Mail(s): _____

Emergency Contact/Friend or Relative that does NOT live with you:

Name and number: _____

SOAR, Inc.

Signature: _____

Print Name: _____

VOLUNTARY RELEASE / WAIVER OF LIABILITY

This Voluntary Release/Waiver of Liability (the "Release") is made and entered between this undersigned and SOAR, INC, Inc., effective as of the below-indicated date. The undersigned desires to adopt an animal from SOAR, Inc., and as an inducement to SOAR, Inc. to agree to the adoption, the undersigned hereby represents, acknowledges and agrees as follows:

- 1. I acknowledge that due to the unpredictable nature of animals, certain risks and dangers may occur while caring for an animal, including risks of injury to person and property, and that I have voluntarily agreed to make the adoption contemplated herein with full knowledge of such risks and hereby voluntarily assume all of such risks.
- 2. I agree that I will not make any claims against, sue or attach any property of SOAR, Inc., its directors, for any injury or damage caused by any animal(s) adopted from SOAR, Inc.
- 3. I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me or third parties as a result of any action or activity of any animal(s) adopted by me from SOAR, Inc. It is my intention by this instrument to exempt and relieve SOAR, Inc. from ALL liability for personal injury, property damage or wrongful death caused by negligence or otherwise.
- 4. I hereby agree to hold SOAR, Inc. harmless and indemnify her from and against any liability, claims, judgments or expenses I may incur arising out of my adoption of an animal from SOAR, Inc. and/or my ownership or care of any such animal thereafter.
- 5. I HAVE CAREFULLY READ THE FOREGOING, AND I UNDERSTAND THAT TOGETHER THEY CONSTITUTE A DISCLAIMER OF LIABILITY BY SOAR, INC. AND A RELEASE OF ALL CLAIMS BY ME. I UNDERSTAND THAT I ASSUME ALL RISKS INHERENT IN MY DECISION TO ADOPT AN ANIMAL FROM SOAR, INC. AND ANY RELATED ACTIVITIES. I VOLUNTARILY SIGN BELOW TO EVIDENCE MY ACCEPTANCE OF THE ABOVE PROVISIONS.
- 6. If any portion of this Release is held invalid, it is agreed that the balance hereof shall continue in full legal force and effect.
- 7. This Release is governed by the laws of the State of California applicable to agreements entered into and fully performed therein.

Dated: _____ 2015. Executed at _____, California

Signature of Pet Adopter: _____

Print Name(S): _____

Signature of Pet Adopter: _____

Print Name(S): _____

Spay/Neuter Agreement

Name: _____ M F

Permanent ownership of this dog is contingent upon your compliance with this agreement. Proof of the spay/neuter surgery must be received by SOAR, Inc. within fourteen (14) days after the surgery. The dog must be spayed/neutered by six months of age _____.

In the event that the dog's health does not allow this agreement to be honored, SOAR, Inc. must be provided with a statement from your veterinarian that this dog is not yet in physical or emotional condition for surgery. Based upon the veterinarian's evaluation of this dog, the adopter (YOU) will contact the veterinarian and establish the earliest date that the procedure can be performed. The ADOPTER will notify SOAR, Inc. of this amendment in writing (XXXXXXXXXXXXXXXXXXXX) at which time all other conditions of this agreement will apply and be enforced.

It is the responsibility of the ADOPTER, not the veterinarian, to ensure that SOAR, Inc. has received a spay/neuter certificate. Failure to comply with this agreement by the date below, unless otherwise agreed to in writing, will be considered a breach of the contract, and ADOPTER will turn over the dog to SOAR, Inc. immediately, and not be entitled to a refund of any kind. Adopter must send a copy of the invoice and the spay/neuter certificate with the veterinarian's state license number and his/her signature for verification to SOAR, Inc., as soon as the surgery has been completed and must be before the date listed below. You, the ADOPTER understand that failure to provide SOAR, Inc. the proof of spay/neuter of this dog by _____, that you, the adopter, will return said dog back to SOAR, Inc. in good health and surrender the dog to SOAR, Inc. without financial restitution or compensation of any kind.

Adopter INITIAL _____ **Adoptee INITIAL** _____

By my signature below, I agree to have this dog spayed/neutered by no later than 6 months or approximately _____. I understand that this spay/neuter agreement is an agreement that this dog will not produce a litter of puppies either as purposely bred or by accidental breeding. Accidental breeding is considered neglect and the dog will be returned to SOAR, Inc. immediately. You also agree that should the dog not be spayed/neutered that you will return said dog back to SOAR, Inc. with no refund of donation/fee, and that SOAR, Inc. has the right to seize said dog back from the adopter.

Signature of Pet Adopter: _____ Date: _____

Print Name(S): _____