



Greater Chicago Cavalier Rescue

ADOPTION CONTRACT

Greater Chicago Cavalier Rescue (GCCR) hereby acknowledges receipt of an Adoption Fee of _____ dollars (\$_____) from the undersigned Adopter ("Adopter")

In consideration of the delivery of the Adopted Dog (described below), the receipt of which is hereby acknowledged, the Adopter hereby forever releases, discharges and covenants to hold harmless the GCCR and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns, from any and all claims, damages, costs, expenses, loss of services, actions and causes of action belonging to the Adopter, arising out of any act or occurrence for the present time, and particularly on account of the adoption of this Adopted Dog:

The Adopter hereby declares: that no representations about the nature of the Adopted Dog, nor any representations regarding the nature and extent of legal liability or financial responsibility have induced the Adopter to make this Adoption Contract ("Contract").

The Adopter hereby further agrees to abide by the following "Terms of Adoption":

1. **Return.** If for any reason, the adoption is not satisfactory to Adopter or if the Adopter fails to comply with all the terms and conditions of the Contract, or if any misrepresentations have been made by the Adopter during the entire life span of the Adopted Dog, the Adopted Dog must be returned to the GCCR. If the return takes place prior to 30 days from adoption and the Adopted Dog is in as good or better mental and physical condition as on the date of adoption, there will be a conditional, pro-rata refund of the Adoption Fee subject to the Board of Directors' decision. There will be no refund after 30 days.
2. **Transfer of Ownership.** The Adopted Dog may not be transferred to any other person, firm or corporation for any reason whatsoever. The GCCR must be notified when the Adopter moves to a new residence and upon the death of the Adopted Dog. Adopter agrees to contact the GCCR if the Adopted Dog is lost for more than 48 hours. The GCCR will accept return of the Adopted Dog at any time and for any reason. Adopter must call the GCCR to make arrangements for the Adopted Dog to be returned.
3. **Care.** It is understood that the Adopted Dog will be kept as a house dog, not a kennel or yard dog and that the Adopted Dog will not be kept chained or on a tie-out unsupervised at any time. The primary function of the Adopted Dog is that of a pet and companion. The Adopted Dog must never be allowed to roam free in an unfenced area without supervision. The Adopted Dog must be placed on an inoculation and heartworm preventative program

as established by the Adopter's veterinarian in order to guarantee the continued health of the Adopted Dog. Rabies vaccination and dog license are required by law. The Adopter assumes all responsibility for the Adopted Dog including but not limited to food bills, health care and general well-being. The Adopted Dog must wear the new owner's identification tag. Adopter agrees to allow the GCCR periodically to check the Adopted Dog's acceptance of the new environment and family and to ensure the Adopter's compliance with the Terms of Adoption. The GCCR also retains the right to reclaim the Adopted Dog when warranted because of neglect, abuse, inadequate care, or breach of contract. In such case, the Adopter agrees to relinquish custody of the Adopted Dog to a member of the GCCR immediately upon request without legal writ or order until the situation warranting the reclamation is rectified.

4. **Reservation of Rights.** The GCCR reserves the right to follow through on this adoption in order to protect the welfare of the Adopted Dog. If the terms and conditions of this Adoption Contract are not upheld by the Adopter, and/or if any misrepresentations have been made to the GCCR by the Adopter, the GCCR reserves the right to terminate this Contract and the Adopter must return the Adopted Dog to the GCCR. These rights are enforceable in law and in equity.
5. **Attorney Fees and Costs.** Should it become necessary for the GCCR to take legal action to recover the Adopted Dog or otherwise enforce the provisions of this Contract the Adopter agrees to pay all court costs and reasonable attorney's fees.

THE GCCR AND ITS REPRESENTATIVES ACCEPT NO RESPONSIBILITY FOR DAMAGE OR INJURY CAUSED BY THE ADOPTED DOG OR GUARANTEE AS TO ITS PRESENT OR FUTURE MEDICAL CONDITION OR TEMPERAMENT.

The Adopter affirms that he/she is adopting the Adopted Dog as a companion animal and agrees to abide by the terms of this Contract. By signing, the Adopter is stating that each clause and the Contract in its entirety has been read and understood by him/her. The Adopter is signing of his/her own free will and not under duress of any kind. Adopter affirms that he/she has never been charged with animal cruelty, and is not an animal dealer or broker.

SIGNATURE PAGE FOLLOWS

Adopter(s):

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Primary Contact Name (Printed):

Address:

City/State/Zip code:

Telephones:

E-mail:

GCCR Agent/Witness

Signature: _____ Date: _____

Rescue # _____

Initialed _____