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## ADOPTION AGREEMENT

The following contract specifies what we view as required to provide a safe and loving home for one of our rescued animals. Please understand that the details of the contract reflect our concern that both the owner and the animal have a happy life together. The conditions set forth are based on years of experience and a continuing commitment to see that our rescue animals find safe and happy PERMANENT homes. We hope you will understand that considerable emotional involvement, money, time and energy go into insuring that these animals have the best possible second chance at life.

AAMAR ID# \_\_\_\_\_ Dog Name/Breed: \_\_\_\_\_

### 1. Parties.

1.1 Aussie & Me Animal Rescue Corporation, a Florida nonprofit corporation, is called "AAMAR" in this Adoption Agreement. "AAMAR" includes that organization and all of its directors, officers, employees (if any), volunteers, agents, successors and assigns.

1.2 Adopter is the person or persons identified as adopting parties below, together with their agents, successors and assigns. They are called, collectively, "Adopter" in this agreement.

### 2. Adopter's Obligations

2.1 Your newly adopted dog must be seen by your veterinarian within thirty (30) days of adopting. This is to have the adopted dog established as a new patient and maintain that the adopted dog remains on monthly heartworm prevention, which is a mandatory requirement of this contract.

2.2 Neutering/Spaying. The adopted dog must be neutered/spayed by \_\_\_\_\_. Said dog may NOT be used for breeding purposes. Adopter must send AAMAR a copy of the spay/neuter certificate signed by the veterinarian who performed the surgery. If this certificate or proof of altering is not received within 30 days of the above date, AAMAR reserves the right to terminate this agreement, and the Adopter must return the dog to AAMAR.

2.3 Return. AAMAR retains the right to recover the adopted dog from Adopter if:

- the adoption is not satisfactory to the Adopter,
- in AAMAR's sole judgment, recovery would be in the best interests of the adopted dog,
- Adopter fails to comply with the provisions of this agreement,
- Adopter at any time misrepresents to AAMAR matters which are material to the welfare of the adopted dog,
- the adopted dog is found, in AAMAR's sole judgment, to be unsuitable for this placement, or
- AAMAR is legally obliged to recover the adopted dog from this placement. AAMAR reserves all rights in reclaiming the animal, should we find the adoptive home to be unfit for any reason and by violation of the agreed upon contract.

2.4 Refund. If return takes place prior to seven calendar days from adoption and the dog is in 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 discretion of AAMAR with 50% of the adoption fee being designated as a donation to the rescue. There will be no refund after 10 calendar days.

2.5 Transfer of Ownership. The adopted dog may not be transferred to any other person, firm, corporation, or organization for any reason whatsoever. The adopter agrees not to engage in selling the animal to pet shops or supplying the animal for raffles, lotteries, auctions, or laboratories. Should the adopter at any time be unable to keep or care for the animal, the adopter will contact and return the animal to a AAMAR representative. The animal may not be transferred to another owner without the expressed consent of AAMAR.

2.6 Reason for adoption: The above-designated animal is to be kept as a house pet (i.e. not on a tie-out or chain, not as a yard animal, not relegated to garage or basement); it shall not be used for medical or any other experimental purpose, and shall not be used for breeding. Exercise must be in an enclosed area, on leash, or in a controlled situation (i.e., with owner present). IT MUST NOT BE FREE TO ROAM THE STREETS.

2.7 Training. Under no circumstances will the adopted dog be protection, or attack trained, or agitated in any manner, or allowed to be used as a guard dog for any agency, firm, corporation, or organization. SAID DOG MUST NOT BE MAINTAINED OUTSIDE AS A YARD DOG. The primary and ONLY function of a rescue dog is that of a house pet.

2.8 Health Program. The adopted dog will be placed on an inoculation program established by the veterinarian of the Adopter. Adopter will provide food, water, shelter, protection, and any medical care needed. Monthly heartworm prevention and annual testing is MANDATORY under this agreement. If rescue dog is found not be on monthly preventative, AAMAR has the right to recover the dog and return/rehome after heartworm testing has been concluded.

2.9 Identification. Adopter must place identification (personal ID and license tags) on said dog, which will remain on the dog at all times. Tattooing is highly recommended, but not required. If a new tag is needed, please contact AAMAR for a replacement. The parties agree that they will inform each other of any change in mailing address, email address or telephone number, within ten (10) days of the change of address

3.0 Loss. If the adopted dog is lost or stolen, the Adopter will notify AAMAR immediately.

3.1 Adoption Fee. Adopter will pay AAMAR an adoption fee in the amount of \$ \_\_\_\_\_ when this agreement is executed.

3. Information about the adopted dog. As a courtesy to Adopter, AAMAR has furnished Adopter with any and all known information about the adopted dog, as limited as it may be. AAMAR has no reason to believe this information is false, however, AAMAR cannot and does not represent that such information is accurate. Adopter may not and is not relying upon the accuracy of information supplied by AAMAR in entering into this agreement. Instead, Adopter has fully and freely examined the adopted dog and has based the decision to adopt upon Adopter's own evaluation of the adopted dog's character and condition.

#### 4. Warranties and liabilities.

4.1 Release. In consideration of AAMAR's transfer of the adopted dog to Adopter, Adopter hereby releases and forever discharges AAMAR from any actions, causes of actions, suits, liabilities, claims, demands, damages or causes of any kind or nature whatsoever, whether presently existing or arising in the future, whether known or unknown, which arise out of or are based upon any fact, matter, claim or thing involving this adoption or the adopted dog. AAMAR denies all liability for the matters released; this release is entered solely to eliminate controversy regarding the adoption and adopted dog.

4.2 Disclaimer of Uniform Commercial Code warranties. The adopted dog is furnished to adopter as is, with all faults, and without any representation, guarantee or warranty concerning its performance or condition. Any warranties of merchantability or fitness for a particular purpose are disclaimed by AAMAR and waived by adopter.

4.3 Limitation of remedies and damages. Adopter's sole and exclusive remedy for any claim related to this agreement or adopted dog shall be to seek recovery of actual damages measured by the "benefit of bargain" rule pursuant to section 5. Any such action must be commenced within 90 calendar days after accrual of the cause of action, and failure to do so constitutes a final waiver of the cause of action. In any event, AAMAR's total liability to Adopter under any legal theory for matters relating to this agreement or the adopted dog is limited to the amount of Adopter's payments to AAMAR related to this adoption.

4.4 Consequential and similar damages. AAMAR will not be liable to Adopter for indirect, incidental, or consequential damages related to this agreement or the adopted dog. This is so whether such damages are foreseeable or unforeseeable, and even if AAMAR is advised of the possibility of such damages.

4.5 Liability to third parties. At its own expense, Adopter will hold AAMAR harmless from and defend it against all claims, actions, losses or liabilities, for injury to businesses, to persons (including death) or to property, related to this agreement or the adopted dog. This is so even if such arise in whole or in part from AAMAR's negligence.

5. Arbitration. Any controversy or claim arising out of or relating to this agreement or the adopted dog shall be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The invalidity, unenforceability or waiver of any part of this agreement shall not vitiate this agreement to arbitrate. The arbitrator, and not a court of law, shall have the exclusive power to construe this contract and arbitration provision so as to determine the existence and scope of his jurisdiction. Judgment upon the award rendered by the arbitrator may be entered by any Court having jurisdiction. The prevailing party in a dispute under this paragraph shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which that party may be entitled.

6. Modification and waiver. This agreement may be modified only by a written document signed by the President of AAMAR and Adopter. All waivers of provisions of this agreement must be in writing and signed by the party making the waiver.

7. Interpretation and severability. This agreement shall be interpreted under the laws of Florida. If a part of this agreement violates law it shall be narrowed by interpretation to the minimum extent necessary to avoid the illegality and shall be given effect as fully and broadly as permitted by law. The invalidity, unenforceability or waiver of part of this agreement shall not affect the balance of the agreement.

8. This is entire agreement. This agreement contains the entire understanding of the parties with respect to the adopted dog. It supersedes all other written and oral agreements between the parties with respect to this subject matter.

9. Headings. Headings which appear in boldface type are solely for convenience of reference. Such headings are not part of this agreement and shall not be used to construe it.

The dog to be adopted is identified as:

AAMAR # \_\_\_\_\_ Name/Breed: \_\_\_\_\_

Approximate Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Spay/Neuter: \_\_\_\_\_ Altered Date: \_\_\_\_\_

Microchip#/company: Microchip #: \_\_\_\_\_ Company: \_\_\_\_\_

Vet Info: \_\_\_\_\_

Color and Distinctive Markings/tail info: \_\_\_\_\_

HW results: \_\_\_\_\_ Testing date: \_\_\_\_\_ Last provided/type: \_\_\_\_\_

Other medications or any other relevant vet info: See Attached Medical Records

NOTES:

Adopter's Full Names(s) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Aussie And Me Animal Rescue (AAMAR) (Rescue Representative's Signature)

Karen M. Kroll, Director \_\_\_\_\_ Date \_\_\_\_\_

Adopter's Signature \_\_\_\_\_ Date \_\_\_\_\_

Adopter's Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness/Representative Signature \_\_\_\_\_ Date \_\_\_\_\_