

A ROTTA LOVE

Minnesota Rottweiler Rescue, Re-homing, and Education

Adoption Agreement

This agreement is made this _____ day of _____, 20____, by and between A Rotta Love, Inc., hereinafter referred to as "A Rotta Love" and _____, hereinafter referred to as the "adopters".

The adopter(s) hereby, understand(s), promise(s) and agree(s) that in receipt of this dog to forever release, discharge and **covenant to hold harmless** A Rotta Love and by other person, firm or organization charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors, and assigns, from any and all claims, damages, and costs, expenses, loss of services, actions and causes of action belonging to the said adopters, arising out of any act or occurrence from the present time and particularly on account of the adoption of:

Name: _____ Intake# _____ Sex: _____

Color: _____ DOB/Approximate Age: ____

Breed: _____

Hereinafter referred to as the "Adoptee" or the "Dog".

The adopter(s) hereby declare(s) that no representations about the nature of the adopted dog, nor any representations regarding the nature and extent of legal liability or of financial responsibility have induced the adopter(s) to sign this contract.

In consideration of a **Donation** in the amount of **\$ 275.00** the adopter(s) acknowledge the provisions as defined:

1. **FEE:** The donation is not a fee or sale price, but a request to defer or reimburse A ROTTA LOVE for any and all medical expenses, or any other expenses incurred by the dog to consider the dog for adoption. Copies of all receipts will be provided with each contract, if applicable. Under 'no' circumstances will refunds be issued.
2. **SPAY/NEUTER:** This contract is a MANDATORY spay/neuter, as defined: This is an agreement that the female or male dog adopted from A Rotta Love has been spayed or neutered PRIOR to adoption. Proof of sterilization by a Board certified veterinarian would be provided to the adopter(s) upon adoption. Should the age of a dog preclude sterilization, as in young puppies, the adopter MUST send A ROTTA LOVE a copy of the veterinarian's sterilization procedure verification by the time the puppy is six months of age. Failure to do so will result in the redemption of the dog by A Rotta Love.

(**Under six months old: **REQUIRE** spay/neuter by: _____)



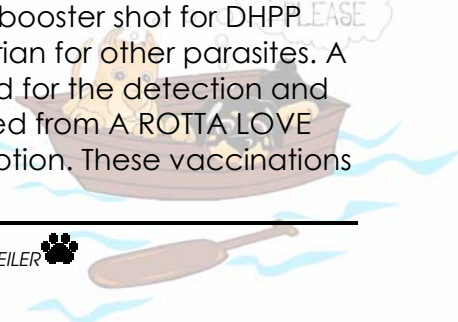
IF YOU DON'T RESCUE, DON'T BREED. SPAY/NEUTER YOUR ROTTWEILER



WWW.AROTTALOVE.ORG



3. **COLLARS AND TAGS:** The A Rotta Love dog will wear a collar with the rabies tag, an I.D. tag displaying the home phone number and address, and the county license (when outside or away from home). Any training collar will ONLY be used to walk the dog on a leash or when in a training environment. A leash is required when a dog is taken out in a public area for any reason, as the law enforces the leash law and A Rotta Love enforces total control over the dog at ALL times. A Rotta Love microchips all dogs. The dogs are registered to A Rotta Love through the microchip company. Micro-chipped Number: _____
4. **TRANSFER OF OWNERSHIP:** The A Rotta Love dog shall not be sold, given to, or adopted to anyone else, nor shall there be any transfer of ownership to any firm, corporation or organization of other homeless animals, such as another rescue facility, or research facility. The dog adopted from A Rotta Love **MUST** be returned to A Rotta Love if, for any reason, the adopter(s) can no longer keep it. Violation of this agreement will result in court costs and attorney fees payable by the adopter(s), if necessary for A Rotta Love to redeem the dog.
5. **TRAINING:**The adopter(s) promise(s) that the dog will be a family member and participate in Canine Good Citizen, basic obedience, search and rescue, tracking, Therapy Dog training, agility or another form of training to ensure socialization. The dog will NOT be maintained as property or for the purpose of being a deterrent due to size, appearance, or display and encouragement of territorial behavior.
6. **ENVIRONMENT:** The dog shall reside indoors, in the adopter's home, and live as a family member and companion ONLY. The dog will not be kept outdoors during the adopter's working hours, or at any other time left alone outdoors while the adopter(s) are not home unless the dog is kept in a PADLOCKED, SECURE fenced-in area or kennel with a weatherproof, warm shelter. The dog MUST be protected from the elements of weather, and NOT exposed to harmful objects, poisons, or other living creatures that may endanger the dog's life. The dog may be crated for no longer than sixteen (16) hours in a twenty-four hour period of time. The crate must be large enough for the dog to stand up in, and turn around in as well as having the proper floor to lie comfortably on its side. An outdoor shelter, such as a doghouse, is NOT acceptable as PRIMARY residence.
7. **HEALTH PROGRAM:** The dog adopted as a puppy shall begin heartworm preventative at six (6) months of age when receiving the rabies shot, as required by law. The puppy shall remain on heartworm preventative throughout its entire lifespan. A Rotta Love reserves the right to verify with the adopter's veterinarian that the heartworm preventative has been purchased and that the dog has a yearly blood test for this purpose. The dog shall also have a yearly booster shot for DHPP and Bordetella. The dog will also be checked by a veterinarian for other parasites. A regular fecal exam by a veterinarian must also be requested for the detection and prevention of other internal parasites. The adult dog adopted from A ROTTA LOVE has also been vaccinated for rabies and DHPP prior to adoption. These vaccinations



(or a titer test) MUST be maintained on a regular basis by a veterinarian. A Rotta Love reserves the right to check with the veterinarian at any time to verify that all the basic health requirements are being performed. Renewal of rabies is required by law and, therefore, by the terms of this contract.

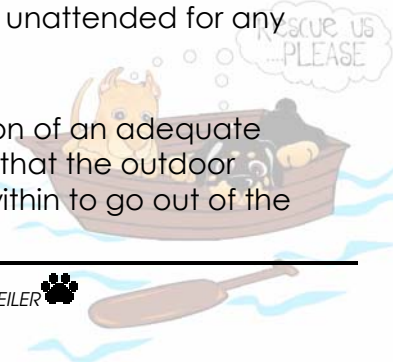
8. **TEMPERAMENT - IMPORTANT NOTICE:** A Rotta Love makes NO explicit or implicit guarantee in reference to the health and/or the temperament of the dog. The dog is adopted “as is” and the adopter(s) assume(s) all responsibility for treatment of any and all existing conditions or any other conditions of physical or temperament changes that may occur. A Rotta Love will provide the dog with the basic vaccines and heartworm test PRIOR to adoption if the age and current health of the dog permits. While we make EVERY effort to place ONLY healthy animals, it cannot guarantee the health of any animal and shall not be held responsible for any medical expenses which may be incurred, hereby expressly excluding any implied or express warranties or merchantability or fitness for any particular purpose, including, without limitation, any warranties regarding health, temperament or whether the animal is housebroken.

9. **REMEDY FOR NON-COMPLIANCE:** It is agreed that A Rotta Love shall retain superior title in said animal limited to and for the express purpose of assuring the animal's well-being and ONLY exercise its superior claim in the event it appears to A Rotta Love that the proper and humane care, as specified in the above adoption provisions, is not being afforded said animal, in which case the animal may be taken through a claim and delivery proceeding. The adopter(s) further agrees that if there is any breach of default of the terms of this contract and the dog must be redeemed through a claim and delivery service, that the Adopter(s) will be held liable for all court costs and fees for the adopter's attorney and the A Rotta Love attorney. This has been read to the adopter(s) and explained to the adopter(s). The adopter(s) has/have read this, understand(s) and agree(s) to this and is/are signing this contract.

10. **COSMETIC SURGERY:** Unless directed by a licensed veterinarian for reasons related to the health and welfare of the dog, cosmetic surgery will NOT be performed under any circumstances, including but not limited to tail docking, or ear cropping.

11. **TRANSPORTATION:** The dog will NOT ride in the back of a pick-up truck UNDER ANY CIRCUMSTANCES, such as in a cage or in a kennel, or tied. Trucks with a secured topper are an exception. There must be adequate ventilation and excessive heat or cold should be considered before traveling with the dog. The dog shall not remain in any vehicle IN EXTREME HEAT, without windows DOWN, or unattended for any amount of time.

12. **ADEQUATE FENCING:** The adopter(s) agree that the definition of an adequate fence is a fence that encloses a yard or a large pen, larger than the outdoor kennels. An adequate fence is one that prevents the dog within to go out of the



area by jumping, digging, or gates not properly secured. The fence will prevent any other animal from entering the property the dog lives on and will be secure enough to prevent intruders or small children from easily gaining entry. The adequate fence does not include split rail, electric or invisible fence. A shock or electronic collar is not acceptable. A kennel environment is not acceptable for PRIMARY housing, safety, or the emotional well being of the dog. If the dog should be able to jump over or dig under the fence, it is no longer an adequate fence and MUST be repaired by raising it to six (6) feet or sealing any and all weak spots IMMEDIATELY. This decision will be made BY A ROTTA LOVE, AND NOT THE ADOPTER (S). While the fence is not serving the purpose, the adopter(s) shall not leave the dog unattended in the yard AT ANY TIME.

13. **A ROTTA LOVE RESERVATION OF RIGHTS:** A ROTTA LOVE reserves the right to follow up on this adoption to inspect the animal and where the animal is kept for the sole purpose of determining compliance with the terms of the within contract by making a personal visit to the premises of the adopter(s) at any time during the entire lifespan of the dog. If the terms and conditions of this contract are NOT upheld by the adopter(s) and/or any misrepresentations have been made to A ROTTA LOVE by the adopter(s), A ROTTA LOVE reserves the right to terminate this contract and the adopter(s) will agree to allow a representative of A ROTTA LOVE to reclaim the dog without notice or refund. The adopter(s) further agree(s) to pay liquidated damages in the amount of fifty dollars per day for every day that the adopter(s) fail(s) to comply with the agreement terms or willingly surrender the dog at the time the incident has become knowledge to A ROTTA LOVE. Reservation of rights also includes not adopting a dog into an area or environment that may endanger the life of the dog which includes relocating with the dog after the adoption agreement. If the dog becomes lost, seriously injured, and/or permanently disfigured, or for any reason the dog dies, A ROTTA LOVE MUST BE NOTIFIED IMMEDIATELY!



I hereby acknowledge receipt of the above-described animal and, therefore, agree to the following terms:

1. The adoption application was filled out accurately and no information was falsely provided. Initial _____
2. The dog will not be chained to a doghouse or chained outside to any type of object or outbuilding. Fencing must be secure to leave dog outside unattended. Initial _____
3. The dog is not to live in a garage, doghouse, or any type of outbuilding. Initial _____
4. Shelter from the weather MUST be provided for the dog at any time that the dog is outside in the weather in extreme heat, extreme cold, or any other weather conditions that may endanger the health of the dog. Initial _____
5. The dog is not to remain solely in a crate while indoors. Initial _____
6. The dog is not to remain solely in one room while indoors, only while the adopter(s) is/are not at home, not to be confined to either a crate or a room while the adopter(s) is /are home, and must be free to roam the house as a family member. Initial _____
7. The dog is not to be left with small children at ANY TIME, unattended by an adult. Initial _____
8. The adopter(s) must provide A ROTTA LOVE with the name of the veterinarian the dog is going to and notify A ROTTA LOVE of there is a change. Initial _____
9. The dog shall not be trained, encouraged, nor misrepresented for the purpose of aggression, or any aggravated display of behavior. Initial _____
10. The dog is to have adequate food, water and shelter at ALL times. Initial _____
11. The adopter shall refrain from physical abuse of the animal and from otherwise treating the animal in an inhumane manner. Initial _____
12. The dog will be enrolled in an obedience program within three months of this signed and dated agreement. Initial _____
13. The adopters understand there will be a period of adjustment and are prepared to deal with behavior issues as a result of the dog being re-homed. Specific behaviors that could arise have been explained. Initial _____
14. There are no refunds given. No matter what the circumstance, any monies given to A Rotta Love are considered a donation and non-refundable. Initial _____

CHANGE OF ADDRESS: The adopter(s) agree(s) to notify A ROTTA LOVE no more than ten (10) days prior to change of address, change of environment that will affect the dog, or any incident involving animal control and/or complaints arising from said ownership of the dog.



SHOULD IT BECOME NECESSARY FOR A ROTTA LOVE TO TAKE ACTION TO RECOVER AN ADOPTED DOG OR OTHERWISE ENFORCE THE PROVISIONS OF THE ADOPTION CONTRACT AGREEMENT, THE UNDERSIGNED ADOPTER (S) WILL BE RESPONSIBLE FOR ALL COURT COSTS AND ALL ATTORNEY FEES REPRESENTING EITHER THE ADOPTER (S) OR A ROTTA LOVE.

This is a confidential agreement between A ROTTA LOVE and the adopter(s). The dog adopted from A ROTTA LOVE is a dog that is "sole property" of A ROTTA LOVE and has been surrendered as such by private owners or animal facilities that have signed a statement agreeing that the above mentioned dog is not owned property of any other person, firm or organization, and that A ROTTA LOVE shall not be held liable to this rescue organization.

SIGNED THIS _____ DAY OF _____, 20____

Adopter(s) Signature

Address

Home Phone/Work Phone

City, State, Zip

Driver's License

Date of Birth

Signature of A Rotta Love Representative

