

# SHELTERLUV

## Adoption Contract - Nov 21 2022

**TRU Rescue**

PO Box 27  
Phoenix, MD 21131  
Tel : (610) 742-4770  
gosummers@sagebiz.com

**John Doe**

2800 Monterey Rd  
New Jersey, CA 95111.  
Tel : (111) 2223333  
johndoe38@email.com

## Buff's Information

**ID** : TRUR-A-135  
**Name** : Buff  
**Species** : Dog  
**Sex** : Female  
**Breed(s)** : Beagle  
**Adoption Fee** : 25\$0

**Age** : Puppy (6 weeks - 5 months)  
**Colors** : Chocolate  
**Size** : Large (60-99)  
**Chip type** : Trovan  
**Microchip#** : MR21324

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**ADOPTER AGREES TO:**

In acknowledgment of consideration duly received from TRU Rescue including, but not limited to, receipt of any dog adopted ("Adopted Dog") pursuant to this agreement ("Agreement"), I the adopter (if two adopters, the term "I" shall refer to "we" throughout this Agreement), the undersigned, do hereby declare on this date that I am aware of, understand, and fully agree to the following:

1. NO REPRESENTATIONS AS TO ADOPTED DOG'S TEMPERAMENT AND HEALTH - Dogs are different from human beings in their responses to human actions and the actions of the dogs are often unpredictable; dogs should be closely supervised when they are with children and a dog's behavior may change after he/she leaves the foster facility or home. The age and breed of our dogs are estimated based upon the limited information available to TRU and TRU cannot guarantee the accuracy of such estimates. TRU MAKES NO CLAIMS OR REPRESENTATIONS OR WARRANTIES (EITHER EXPRESS OR IMPLIED) AS TO THE TEMPERAMENT, AGE, BREED, HEALTH, OR MENTAL DISPOSITION OF THE ADOPTED DOG.

2. ACCEPTANCE OF ADOPTED DOG AND RELEASE OF LIABILITY TO TRU - I hereby accept possession of, right to, title to, and responsibility for the Adopted Dog identified below and release and discharge TRU forever from liability for injury or damages to persons or property caused by Adopted Dog, and from any causes of action, claims, suits or demands whatsoever that may arise as a result of such injury or damages, including instances involving the negligence of TRU. I agree to indemnify TRU from any such liability, causes of action, claims, suits, or demands.

3. RETURN OF ADOPTED DOG - I understand that TRU is adopting the Adopted Dog to me based upon representations that I will provide good care and loving indoor home for the Adopted Dog for his/her entire life. I agree that I will not release the Adopted Dog at any time into the wild, take the Adopted Dog to a shelter or animal control facility, or give the Adopted Dog away for the purpose of relinquishing responsibility for it. If I am unable to care for the Adopted Dog at any time, I will notify TRU and the Adopted Dog must be returned to TRU unless TRU consents to a transfer of ownership. I understand that if the Adopted Dog is determined to be dangerous and therefore not suitable for placement in another situation, the Adopted Dog may be released to be humanely euthanized. TRU MUST BE IMMEDIATELY NOTIFIED IF I CAN NO LONGER KEEP THE ADOPTED DOG. FAILURE TO DO SO CONSTITUTES A BREACH OF THIS AGREEMENT AND MAY RESULT IN LEGAL ACTION. In the event of a return and regardless of the date of such return, I hereby relinquish forever all rights to the Adopted Dog and waive any fees paid to TRU in connection with the adoption of the Adopted Dog.

4. INDOOR, COMPANION DOG - By adopting the Adopted Dog, I agree that it will be a pet only. TRU makes no representations of the ability of its dogs to perform work, sport, or any other function. The Adopted Dog will NOT be used or trained as an attack or guard dog or sold or used for the purpose of scientific research or experimentation. I will provide a loving home for the Adopted Dog and I will keep an ID tag on the

**SHELTER LUV** Adopted Dog at all times. At NO time will the Adopted Dog live permanently or predominantly outside, and at NO time will the Adopted Dog be allowed to roam free or be tethered. The Adopted Dog will be an indoor dog only.

5. HEALTH OF ADOPTED DOG – I understand that TRU does its best to disclose all health records and known health conditions to adopters. I am aware that the dog I am adopting likely came from a shelter with limited resources. I understand that upon accepting a new dog into the organization, TRU provides its dogs with a basic vet visit that includes necessary vaccinations and health tests but does not provide a comprehensive medical exam prior to adoption. As a result, sickness, injury, and disability may exist unbeknownst to TRU. TRU is not responsible for payment of any vet care, including known and unknown medical conditions once I adopt the Adopted Dog. I agree to provide at my own expense any follow-up vet visits that may be necessary for previous health conditions.

6. VET AND ONGOING HEALTH CARE – I agree to take the Adopted Dog for a comprehensive veterinarian examination, which should include without limitation an examination for any ear infections (ear infections are common in rescued dogs and can cause significant pain if left untreated), within 3 weeks of the date of this Agreement and annually thereafter. I understand that TRU is adopting a dog to me based upon representations made during the application process that I have the financial means and personal commitment to provide quality veterinary care to the Adopted Dog for its life and I agree to seek veterinary treatment for any and all health conditions. I also agree to administer flea/tick and heartworm preventative medicine every month.

7. **\*\*APPLIES ONLY TO DOGS WHO HAVE NOT BEEN SPAYED/NEUTERED BEFORE ADOPTION\*\***

If the dog has not been spayed or neutered at the time of adoption, I agree to have the dog sterilized at an age-appropriate time, as determined by my veterinarian, but before the dog is twelve months old. I understand that my adoption fee of \$500 includes \$100 to be used toward the sterilization of the adopted dog.

Option A - I understand that I will be provided with a voucher of \$100 to be used at a partner facility to cover the cost of sterilization surgery and any additional fees (collar, medications, etc), but not to exceed \$100.

Option B - I understand that if I elect to use a veterinarian other than the partner facility that accepts the \$100 voucher, I will provide proof of sterilization surgery to TRU Rescue and will be eligible to receive a rebate of \$100 upon delivering proof of sterilization. I understand that I may elect to donate the rebate back to TRU Rescue.

8. HEARTWORM POSITIVE DOGS ONLY (If your dog does not have heartworm, ignore sections 8, 8a, 8b, and 8c) – To the extent that the Adopted Dog is heartworm positive at the time of adoption, I agree to take all necessary steps to ensure that the Adopted

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Dogs is treated for this disease as soon as possible after adoption. TRU provides two options for treating heartworm positive dogs (please choose one of the following):

8a) I, as the adopter, agree to pay the regular adoption fee and TRU will arrange at a location selected by TRU, at its sole discretion, in the greater metropolitan Baltimore, MD area ("Treatment Location") for the provision of the necessary heartworm treatment. TRU will make all payments for heartworm treatment directly to the Treatment Location. I understand that TRU shall only be responsible for payment of the heartworm treatment shots and not for any ancillary or follow-up services (such as x-rays, and retesting). I also understand that TRU shall not be liable for any urgent care or other expenses resulting from complications as a result of the heartworm shots. I understand that it is my responsibility to drive and pick up the Adopted Dog to and from the Treatment Location for 2-3 scheduled visits. Heartworm treatment must be arranged ahead of time with TRU Rescue.

8b) I will pay a discounted adoption fee of \$175, and in consideration of such discounted fee, will bring the Adopted Dog to a veterinarian for heartworm evaluation and treatment soon after adoption. I agree to follow the treatment protocol established by my veterinarian and will mail, deliver, or email final proof of completion of heartworm treatment to TRU Rescue.

9. MICROCHIPPING - If the Adopted Dog is not already microchipped, I agree to have him/her microchipped within one month of the adoption date and will mail, deliver, or email proof of microchipping to TRU Rescue.

10. OBEDIENCE TRAINING - I understand that it will take weeks or months for the Adopted Dog to feel secure in a new environment and that I can expect that the Adopted Dog may have anxieties, fear, or housebreaking issues that will need to be worked through with patience and positive reinforcement. I understand that positive reinforcement obedience training is of the utmost importance and that it can make the Adopted Dog's transition into my home go more smoothly. I understand that such training is important for ALL dogs but is of critical importance to dogs under 1 year old and can prevent the development of behavioral problems later in life. I understand that TRU requires first-time dog owners and strongly recommends all other dog owners to enroll in (and pay all fees associated with) a basic positive reinforcement-based obedience training course within 30 days of the date of adoption, preferably sooner. I understand that TRU is adopting the Adopted Dog to me based upon representations made during the application process that I will invest adequate time and resources to help the Adopted Dog with behavioral issues to the extent that any ever arise. I understand that prior to returning a dog to TRU due to behavioral issues, I will meet with a professional dog trainer or behaviorist for at least 3 sessions to address any such issues and communicate progress to a TRU representative. In the event the Adopted Dog is returned for behavioral reasons, I will provide evidence of such consultations and a detailed description of behaviors to assist future fosters and adopters.

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11. PET INSURANCE – In order to help ensure that adopters can meet the veterinary care obligations of Section 6 (“Vet and Ongoing Health Care”), TRU strongly recommends that all adopters enroll their Adopted Dogs in a pet care insurance program immediately after adoption. Adopters should be aware that veterinary care is very expensive in the metropolitan Baltimore, MD area and can be particularly surprising to new dog owners. Purchasing pet insurance, which is often in the range of \$50 per month, can be a lifesaver if an expensive procedure is ever needed. If you decide to purchase pet health insurance, it is highly recommended that you do so immediately after adoption because any conditions that arise prior to purchase may be considered pre-existing and not covered under the policy. Adoptions Counselors can recommend insurance plans if requested.

12. NOT LEAVING DOGS UNATTENDED OUTSIDE OF ESTABLISHMENTS – I understand that there have been several recent incidents in the Baltimore, MD area where dogs have been left unattended and tied up outside of stores, restaurants, or building even for just a few minutes have been stolen (possibly for inhumane purposes). I agree that I shall not leave the Adopted Dog unattended on the street or in any public area. I also agree that the Adopted Dog will be walked on a leash, and I will not allow my dog off-leash in public areas that are not enclosed.

13. RECLAIMING DOG FOR MISTREATMENT OR NEGLECT - TRU reserves the right, at any time, to reclaim the Adopted Dog in the best interest of its welfare if, in TRU's sole discretion, the dog is neglected, mistreated, or denied medical care, or I, adopter, do not comply with this Agreement or fail to comply with local, county, state laws regarding dog ownership.

14. LIQUIDATED DAMAGES FOR WILLFUL CONTRACT VIOLATIONS - Any willful violation of any portion of this Agreement will also result in a penalty of up to \$1,500, determined by TRU in its sole and absolute discretion. In the event that legal action is required to enforce TRU's rights hereunder, any and all legal fees incurred by TRU to do so will be paid by me, the adopter. This Agreement shall be governed by and construed in accordance with Maryland law, and all action will be filed in Maryland. The Agreement constitutes the sole Agreement between the parties and supersedes any and all prior Agreements with respect hereto; and is severable, so that if any portion hereof is deemed invalid, the remainder hereof shall remain in full force and effect.

15. EXCLUSIVE REMEDY - IN THE EVENT OF BREACH BY TRU OF ANY PROVISION OF THIS AGREEMENT, EITHER THROUGH NEGLIGENCE OR OTHERWISE, MY EXCLUSIVE REMEDY IS LIMITED TO THE ADOPTION FEE PAID TO TRU IN CONNECTION WITH THE ADOPTION OF THE ADOPTED DOG. IN NO EVENT WILL TRU BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, GENERAL, OR CONSEQUENTIAL DAMAGES ALLEGEDLY ARISING FROM OR CAUSED BY TRU ACTS OR OMISSIONS, UNDER ANY LEGAL BASIS, INCLUDING CONTRACT, TORT, OR VIOLATION OF STATUTE.

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<sup>16</sup> DOCUMENTS- At or prior to the time of adoption, I have had the opportunity to review the following documents and ask any questions to TRU Rescue regarding such documents: veterinary/medical records, pre-adoption health screening forms, foster information, and observed behavior forms (although foster info and observed behavior forms may not always be available).

Two Week Shutdown/Integration Protocol

I will keep my newly adopted TRU dog and my existing animals separated by gates or other barriers for at least one week, or for as long as two weeks.

I will introduce my newly adopted TRU dog to other animals in the house slowly, and for short periods of time (10-15 minutes for each session), through physical barriers or while walking together with all dogs leashed for at least one week, or for as long as two weeks.

I will introduce my newly adopted TRU dog only to immediate family members for at least one week, or for as long as two weeks.

I will always keep my newly adopted TRU dog on a leash while he is in the house for at least one week, or for as long as two weeks.

I will not introduce my newly adopted TRU dog to other dogs outside of the house for at least one week, or for as long as two weeks.

I will always keep my newly adopted TRU dog on a leash while he is outside, even if I have a fenced yard, for at least one week, or for as long as two weeks.

I will always keep my newly adopted TRU dog safely crated when I am not home for at least one week, or for as long as two weeks.

I will not leave my newly adopted TRU dog unsupervised with any existing animals or small children for at least one week, or for as long as two weeks.

I will not take my newly adopted TRU dog to public places - pet stores, dog parks, friend's houses, family member's houses, or doggie playgroup for at least one week, or for as long as two weeks.

I will not attempt to begin any obedience training of my newly adopted TRU dog for at least one week, or for as long as two weeks. I understand that my newly adopted dog needs to learn about my household routines and expectations.

I will be particularly vigilant about not leaving windows or doors open while my newly adopted TRU dog is transitioning to his new, permanent home.

I understand that this SHUTDOWN/INTEGRATION PROTOCOL is required so that my newly adopted TRU dog will be set up for a successful transition into his new, permanent home. If I choose to disregard this SHUTDOWN/INTEGRATION PROTOCOL (which has been compiled by experts with many decades of experience), I am choosing to set up my newly adopted TRU dog for possible failure.

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