



# ADOPTION AGREEMENT

This Adoption Agreement (the "Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, between Southern California Pit Bull Rescue, a 501 (c)(3) California Non-Profit Organization ("SCPBR"), and

\_\_\_\_\_ as the adopting owner(s) ("Adopter") with SCPBR and Adopter together known as the Parties.

Name of Dog: \_\_\_\_\_ Age: \_\_\_\_\_ Breed: \_\_\_\_\_  
Gender: \_\_\_\_\_ Micro-Chip#: \_\_\_\_\_

1. *Identification:* Adopter agrees to provide a safe collar with I.D. tags to be worn at all times. The dog has been microchipped and registered with SCPBR. The chip details will be included in the adoption packet. The Adopter will add these details to the registration. SCPBR must remain on the registration, as well.
2. *Care of the Dog:* Adopter agrees to provide the dog with fresh water, wholesome dog food, adequate outdoor exercise and affection, and shelter. Adopter will walk the dog on a leash, or place the dog in a protected run or other enclosed outdoor area, and NEVER allow the dog to roam freely, unsupervised. Adopter will treat the dog as a household pet, companion and family member and not leave the dog chained, crated or otherwise confined for extended periods of time (more than 7 hours). Adopters agree to never use the dog for dog fighting or any other "sport" in which one animal is pitted against another, never beat or taunt the dog in order to promote aggressive "guard dog" characteristics, and never use the dog to facilitate hunting, whether as a retriever, chase animal or companion engaged in such activity.
3. *Home Visitation:* Adopter agrees to allow SCPBR to make periodic visits, without cause, to their home during the first ninety (90) days following the signing of this Agreement and, if considered necessary, to further periodic visits thereafter.
4. *Communication:* SCPBR reserves the right to communicate with the Adopter to request updates on the adopted dog and/or pictures to ensure the dog's well-being and/or home checks with 24-hour notice by text or email, if there is concern the dog is not being well-kept.
5. *SCPBR Rights-of-Removal:* Adopter authorizes SCPBR to remove the dog from their home if the dog is judged not to be receiving proper care, or in the event of a violation of this Agreement. Adopter agrees to permit SCPBR to

visit the home where this dog is kept, given 24-hour notice by text or email, and further agrees that such an entry shall not constitute a trespass on the premises.

6. *Subsequent Transfers Prohibited:* Adopter agrees they are adopting the dog for themselves, and further agrees not to give away, sell, or trade the dog, even as a gift to a friend or family member. Adopter will neither take the dog to a shelter nor abandon the dog. Adopter understands they must notify SCPBR, without delay, if they can no longer care for or keep the dog, pursuant to the provision, herein, entitled "Return of Dog to SCPBR" \_\_\_\_ (initial)
7. *Animal Welfare Law Violations:* Adopter affirms that no member of this household has been convicted of an animal welfare law violation such as neglect, cruelty, abandonment etc. \_\_\_\_\_ (initial)
8. *No Warranty:* SCPBR makes no warranty as to the temperament or physical condition of the dog. The dog is being adopted as is.
9. *Release & Indemnification/No Liability:* SCPBR waives all responsibility and liability for any damages or injury caused by the dog, to persons or property. Adopter assumes all responsibility for the welfare of the adopted pet, along with responsibility for any damages or injury caused by the adopted pet. As such, Adopter hereby releases SCPBR from any and all liability for personal injury, property damage, legal fees, veterinary costs, or any other expense or liability incurred by Adopter as a result of this adoption. Adopter agrees to indemnify SCPBR 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 attorney fees incurred in its defense. In consideration of SCPBR allowing this adoption, Adopter promises and agrees to be solely responsible for any damages to people or property caused by the dog(s). Adopter further promises and agrees to indemnify and release SCPBR of any and all liability arising from any known, unknown, or any unanticipated damages to people or property caused by the dog(s). Adopter is fully aware of, understands, and agrees to all the terms and conditions of this RELEASE AND INDEMNIFICATION PROVISION, and agrees it is BINDING AND ENFORCEABLE BY LAW. \_\_\_\_ (initial)
10. *Insurance:* Adopter agrees to carry proper insurance with respect to the ownership of this dog breed.
11. *Breach of Agreement/Liquidated Damages:* SCPBR reserves the right to follow up on this Adoption in order to protect the welfare of the Rescued Dog. In the event that Adopter does not comply with the terms of this Agreement, or the dog is abused or neglected, or if any misrepresentations have been made to SCPBR by the Adopter, and/or if any statement in the Adoption Application is not correct, SCPBR reserves the right to terminate this Agreement, recover the dog from the Adopter upon demand, and the dog will be surrendered by the Adopter to SCPBR immediately.
12. *Adoption Donation:* To further the rescue efforts of SCPBR, Adopter agrees to make a nonrefundable adoption donation of \$200. For this purpose, there is no distinction between adult dogs and puppies, or between pure breeds and mixes. All dogs are equal. Adopter understands this donation is used to pay the ongoing costs of rescuing stray and shelter animals, including food, veterinary care, behavior training, etc., and may be tax deductible.
13. *No Refunds:* Adopter understands that the Adoption Donation to SCPBR is nonrefundable, even if the dog is returned.

14. *Euthanasia.* Adopter agrees to never surrender the dog to an animal shelter that euthanizes surplus pets. Adopter agrees not to 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 those events, the euthanasia must be performed by a licensed veterinarian in a private clinic or hospital.
15. *Current Medications and Medical Issues:* Adopter agrees that if the dog is currently taking medication or has medical issues, the SCPBR veterinarian will contact Adopter's veterinarian to discuss ongoing medical treatment. Adopter will be required to continue such treatment after pet has been adopted until established that the dog does not require such medication or treatment. The Adopter further gives permission for SCPBR staff to contact Adopter's veterinarian after adoption to check on medical status of the pet.
16. *Training:* For any dog put through a training program by SCPBR or requiring future training, Adopter agrees to work with a professional Trainer/Behaviorist for confirmation of this support. Adopter is also required to contact and discuss with SCPBR any early-stage behavioral problems on a regular basis during the first 12 months.
17. *Return of Dog to SCPBR:* If Adopter determines the dog is not a good fit in their home, Adopter agrees to give SCPBR ninety (90) days to find a new home for the dog. If a foster is not readily available within the time period, Adopter will be required to place the dog into a boarding facility, relieving SCPBR of any debts incurred during the boarding period. Adopter is solely/fully responsible financially until a foster is located. In the event the dog has injured any animal or person, the Adopter acknowledges the dog is no longer returnable to SCPBR, due to matters of insurability, and agrees to consult with SCPBR to find an alternate, mutually acceptable solution.  
\_\_\_\_\_(initial)
18. *Attorney Fees:* In the event of legal action taken by SCPBR to enforce the provisions of the Agreement, the Adopter agrees to pay all of SCPBR court costs and reasonable attorney's fees.
19. *Entire Agreement/Modification/Binding Effect:* This Agreement is the entire Agreement between the Parties and supersedes any prior understandings between the Parties with respect to the subject matter of this Agreement. No modification of the Agreement will be valid unless in writing and duly signed by both Parties. This Agreement is binding upon the Adopter and their heirs, assigns, successors, personal representatives and executors. Adopter, on behalf of itself, its heirs, executors, administrators, guardians, successors, and assigns, hereby releases and forever discharges SCPBR and its principals, officers, employees, agents, affiliates, subsidiaries, divisions, successors, predecessors, attorneys, representatives, heirs, and assigns from any and all causes of action, debts, rights, charges or claims and/or damages of any kind whatsoever, in law or equity, known or unknown, from the beginning of the world to and including and beyond the date of this Agreement.
20. *Adopter Acknowledgement:* ADOPTER HAS READ AND UNDERSTANDS THIS ENTIRE ADOPTION AGREEMENT AND AGREES TO ABIDE BY ALL THE RULES AND REGULATIONS SET FORTH HEREIN. ADOPTER ALSO UNDERSTANDS THAT SCPBR, CONSISTENT WITH WHAT IS OUTLINED ABOVE, RESERVES THE RIGHT TO RECLAIM THE ADOPTED ANIMAL IF THE PROVISIONS ABOVE ARE NOT COMPLIED WITH. IF LITIGATION OVER THIS CONTRACT OCCURS, THE PARTIES AGREE MATTERS SHALL BE LITIGATED IN THE STATE OF CALIFORNIA. This contract serves as a legal binding agreement made between SCPBR and the Adopter. PLEASE NOTE: The definition of a contract is a legally binding, and enforceable by law, agreement made between two or more parties. In cases of dispute when the parties are arguing whether a contract, or fundamentals of it, have been broken, it may be required to take the case before the courts. This allows the judgement to be made about whether there has been a "breach of contract". The

judges will have to look at certain criteria before deciding whether or not a contract has been breached and is enforceable.

21. ADOPTER'S HOUSEHOLD WHERE DOG WILL RESIDE:

Address: \_\_\_\_\_  
Street City State Zip Code

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Adopter agrees to notify SCPBR within fourteen (14) days of any changes to the above contact information, and of any change in circumstances which may prevent Adopter from keeping the dog or complying with any of the terms of this agreement. \_\_\_\_\_(initial)

SIGNATURES:

Adopter's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Adopter's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

SCPBR Representative Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_