

ADOPTION CONTRACT - Save One Soul Animal Rescue League

Email: dogs@sosarl.org | Fax: 954.208.2727 | Mail: P.O. Box 498, Wakefield, RI 02880

Dog Name: _____ Sex, Color: _____ Date of Adoption: _____

I, _____, (the adopter), do hereby agree to adopt from Save One Soul Animal Rescue League (SOS), the dog described above (the Dog), in consideration of an Adoption Donation of \$ _____ to be paid in full to SOS. Furthermore, the parties hereto agree that the adopter shall abide by the following conditions:

1. The Dog is being transferred to the adopter with the understanding that the adopter is taking possession of the Dog to treat and to be responsible for it as their own dog and companion animal.
2. The Dog will be treated as a family member with loving care and affection. The adopter will do their best to ensure the Dog's safety and well-being and to prevent any physical, mental, or emotional abuse of the Dog.
3. The adopter will feed the Dog at least twice a day and will provide a fresh supply of water at all times.
4. The Dog will live inside the adopter's home and will not be isolated from the family. The adopter will never let the Dog run loose or roam, keep the Dog chained or tied up, keep it continuously in a yard, garage, patio, balcony, or pen, or leave the Dog outdoors, even in a fenced yard, when no one is at home.
5. The adopter will not have any cosmetic surgery performed on the Dog (eg, ear cropping, tail docking).
6. **The adopter will take the Dog to a licensed veterinarian for a wellness visit within 14 days of adoption or sooner if preventative or illness care is needed**, review the SOS First Vet Visit Checklist at their first vet visit, and take the dog for regular preventative care at least once per year thereafter. The adopter will provide all required and/or needed veterinary care as recommended by the attending veterinarian, including but not limited to: rabies shots, booster shots, fecal checks for internal parasites (worms), consistent heartworm preventative and prompt treatment by a licensed veterinarian for any illness or injury. If the dog is not yet neutered at the time of adoption, the adopter agrees to have such completed no later than 45 after the date of adoption, or as otherwise noted in the Spay/Neuter Addendum. **The adopter will ensure that a heartworm preventative is given year-round and that a heartworm antigen test is performed six months after the Date of Adoption and every 12 months thereafter**; only with documentation of this history may the adopter be eligible for financial support from SOS should the Dog require heartworm disease treatment with seven months of adoption.
7. The adopter will ensure proper licensing of the Dog and compliance with all applicable local and state requirements.
8. **Training:** The adopter agrees to personally teach the Dog basic obedience skills, and work with a certified professional trainer and/or behaviorist as needed over the lifetime of the dog to ensure that the dog's needs are met, and he is a safe and happy canine citizen. **The adopter will use only positive means of training and reinforcement with this dog.** This includes not using a prong/shock type collar, electronic bark collar, a water spray bottle, yelling/hitting, or other kinds of fear-based punishment. Any training methods deviating from purely positive will constitute a breach of contract and be reason to activate clause 19 of this contract unless explicitly sanctioned in writing from SOS.
9. **Rehoming:** The adopter is adopting the Dog for themselves and agrees to not give away, sell, or trade the Dog, even as a gift to a friend or family member, except with express written consent of SOS. The adopter will neither take the Dog to a shelter nor abandon the Dog. **The adopter understands that they must notify SOS, without delay, if the adopter can no longer care for or keep the Dog, and agrees to continue to care for the animal while giving SOS time to assess the Dog for re-intake (a minimum of two weeks but sometimes as much as six weeks).** If the dog is to be accepted back by SOS, the adopter is responsible for all logistics/expenses to bring the dog up to SOS intake vetting standards and physically return the dog to an SOS representative in Rhode Island. Adopter must notify SOS of any behavioral problems that have occurred at any time before the adopter returns the Dog, and the adopter agrees to pay for a professional trainer's evaluation if requested by SOS.
10. In the event the Dog becomes lost, stolen or dies, the adopter will immediately notify SOS. The adopter will also immediately notify SOS of any change of contact information for the adopter (address, phone number, email address).
11. This Dog's known background and medical history have been discussed with the adopter. However, the adopter understands that SOS has made no representation concerning the breed, health, condition, training, behavior, or temperament of the Dog. The breed listed by SOS is a visual guess based upon physical appearance at the time of intake.
12. **Pet Insurance:** SOS has discussed the value of pet insurance, and provided the adopter with the opportunity to enroll in a plan with no waiting period. SOS is also committed to offering the adopter with reimbursement up to \$100 of the plan's first month's premium payment if the adopter files and has an approved claim within the first 30 days of the Date of Adoption. The adopter agrees to take any and all action necessary to secure that plan, and if the adopter chooses not to, the adopter acknowledges that SOS will not assist with veterinary expenses within the first 30 days of adoption that would have been covered by that insurance.
13. _____ **Disclosure(s):** If marked, the adopter has read, understands and agrees to the attached and enumerated disclosures:
14. **Adoption Donation:** The adopter understands that the adoption donation helps defray SOS's expenses for food, sheltering, veterinary care, enrichment and training for all dogs in SOS's program, as well as the administrative costs associated with animal rescue. **Accordingly, adoption donations are NOT refundable.** If the Dog is determined to not be a good match within the first 14 days following adoption, SOS may work with the adopter to find another SOS dog, at SOS's sole discretion.

15. **Massachusetts Fee & Quarantine:** If the adopter lives in Massachusetts, pursuant to Animal Health Emergency Order, 1-AHO-05, the Dog is subject to a quarantine requirement. SOS will make arrangements for the Dog's quarantine and will make release arrangements known to the adopter. The adopter agrees that the adopter will claim the Dog if the Dog passes quarantine. The adopter acknowledges and agrees that, once the Dog passes quarantine, the adopter will be the owner of the Dog and accepts full responsibility for the Dog. **Once paid, no portion of the quarantine fee is refundable.**
16. The adopter will allow SOS to make inquiry about and enforce any of the above conditions and requirements at any time after adoption. This can include visits to the adopter's home and full permission to the adopter's veterinarian/vet records.
17. The adopter affirms that he has stated no falsehoods on his adoption application and that no member of the household or caregiver of the dog has been convicted of an animal welfare law violation such as neglect, cruelty, abandonment etc.
18. **Adoption Finalization:** The Dog is not legally adopted until the adopter has paid the adoption donation in full, submitted this properly executed contract and any relevant addendums, and the dog has been physically transferred to the adopter.
19. **THE ADOPTER UNDERSTANDS THAT SOS HAS THE RIGHT TO DEMAND RETURN OF THE DOG IF THE ADOPTER DOES NOT COMPLY WITH ANY OF THE ABOVE PROVISIONS.** SOS has made a lifetime commitment to the Dog. If SOS finds a reasonable basis for believing that any of the above conditions and requirements have not been met, SOS will first notify the adopter by certified mail, return receipt requested, of the reclamation and ask that the situation be rectified or that the dog be returned. The notice will state clearly the circumstances under which SOS is acting and state a date when the adopter may meet with representatives of SOS to discuss the situation. After seven days from the receipt of this notice, if the adopter has not contacted SOS, or has not accepted the notice, legal action will be taken by SOS to retrieve the Dog. If the Dog is in a situation that may endanger its life, SOS may call the authorities in the adopter's locality to recover the Dog on SOS's behalf. In the event that either of these situations occurs, or if for any reason the Dog is returned to SOS, the adopter may request a meeting to discuss the matter within 10 days after the dog is reclaimed. Any decision of SOS is final as to whether the dog shall be returned to the adopter.
20. **Release:** The adopter agrees to accept responsibility and ownership of the Dog at the adopter's own risk. The adopter, and for the adopter's spouse, heirs, executors, personal representatives and assigns agrees never to bring a claim or suit against SOS. The adopter releases SOS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior of the Dog. The adopter understands that this agreement discharges SOS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the adopter and the adopter's spouse, heirs executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption or behavior or activities of the Dog. The adopter releases SOS and discharges SOS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for SOS's own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the adopter. The adopter agrees that SOS may use any photograph of the adopter and the Dog taken by SOS or its agents, or provided by the adopter to SOS, in promotional materials, consents to SOS's use of the adopter's likeness in such promotional materials, and specifically releases SOS from any claim arising out of SOS's use of the adopter's likeness or photographs of the adopter in such promotional materials.
21. **Indemnity:** The adopter, and for the adopter's spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold SOS harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of litigation, that result to anyone else or any other entity because of the adopter's negligence or liability. This includes lone acts or omissions by the adopter as well as the combined acts of the adopter with others.
22. The adopter expressly agrees that the release and indemnity provisions in Sections 22 and 23 of this agreement are intended to be as broad and inclusive as permitted by law. The adopter agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement.
23. The adopter acknowledges that monetary damages for a breach of this agreement may be insufficient, and SOS may seek specific performance of this agreement. Furthermore, the adopter agrees to pay for ALL legal and/or court expenses should this contract be violated and it become necessary for SOS to pursue legal avenues to repossess the Dog or to take ANY legal action for violation of this contract. For legal purposes, the value on the Dog is no less than \$1,500.
24. This agreement, including any addendum or addenda to this agreement, is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.
25. This agreement, including any addendum or addenda to this agreement, will be governed by and interpreted in accordance with the laws of the State of Rhode Island, without reference to any conflict of laws rules. Any disputes under this agreement will be resolved in Washington County, Rhode Island.

I understand that by voluntarily signing this agreement, I am entering into a legal and binding contract with SOS. By affixing my signature to this adoption agreement, I agree to ALL the above conditions of adoption.

ADOPTER PRINTED NAME: _____ SIGNATURE: _____ DATE: _____

ADOPTER ADDRESS: _____ TELEPHONE: _____