



ADOPTION CONTRACT

RESCUE UR FOREVER FRIEND

P.O. Box 463, Garner, NC 27529

919-424-6391 www.ncruff.org

Name of Animal at time of Adoption _____ Species: Dog Gender: Male / Female

Date of Birth (Approx) _____ Description _____

Next Vet visit due _____ for _____

This Adoption Contract (hereinafter the "Contract") is an agreement to transfer the ownership of the above-named animal (hereinafter the "pet") from Rescue UR Forever Friend (hereinafter "RUFF") to Adopter. RUFF warrants that it has the full right and authority to transfer ownership to Adopter. This Contract shall be effective as of the date of signature by both Parties (hereinafter the "Effective Date"). The term of this Contract shall commence on the Effective Date and shall continue for the life of the pet unless terminated earlier in accordance with the provisions herein.

I, _____ (the "Adopter" or "I") hereby agree to adopt the pet from RUFF. I acknowledge that I am adopting this pet as a personal companion and pet. The pet is being transferred to me with my full understanding and acceptance that I am taking full legal possession ("ownership") of the pet and am fully responsible for its care and wellbeing.

I acknowledge that I have received, read and agree to the conditions set forth in ATTACHMENT A: Adoption Conditions, which is incorporated into this Contract by reference. _____ (Initial)

Compliance: If Adopter does not comply with any provision of this Contract and Adoption Conditions, and RUFF has a reasonable basis for believing that any of the conditions and requirements of this Contract have not been met, RUFF will notify Adopter via email and by certified mail (with return receipt requested). The notice will specify the circumstance and specific breach under which RUFF is acting and give Adopter seven (7) calendar days from the receipt of the notice to rectify the situation. Failure to respond or comply within this timeframe will result in RUFF taking legal action or pursuing all available remedies.

Breach of Contract: Adopter understands that noncompliance to any provision of this Contract will constitute a breach of Contract. RUFF shall provide written notice to the Adopter detailing the nature of the breach. Adopter shall have fourteen (14) calendar days from receipt of such notice to remedy the breach. If the breach is not remedied within this period RUFF shall have the right to demand the immediate return of the pet, and/or to pursue other rights or remedies available at law or in equity.

Release: By adopting this pet, Adopter agrees that they are taking full responsibility for the pet at their own risk. This means that Adopter, and anyone connected to Adopter such as spouse/partner, family member(s), or anyone managing the Adopter's affairs, will not sue or make any claims against RUFF. Adopter understands and accepts that RUFF and its staff, volunteers, and anyone working with RUFF are not responsible for any problems or damages that might occur because of this pet. This includes injuries, illnesses, or any harm that might come to Adopter, their family, other persons on their property, or anyone in the vicinity of the pet. Adopter agrees that they will not hold RUFF responsible if anything goes wrong because of their own mistakes or negligence. This includes serious incidents like injury, illness, or even death, as well as any property damage.

Hold Harmless: By adopting this pet, Adopter agrees to protect and hold RUFF harmless from any legal claims, actions, lawsuits, expenses, damages, harm, or loss that might occur because of the actions or negligence of Adopter related to the pet. This includes any injuries, illnesses, property damage, or legal fees that might arise. If someone gets hurt or their property is damaged because of something Adopter did or failed to do regarding the pet, Adopter will be responsible for covering those costs. This protection also applies even if both Adopter's actions and the actions of others contribute to the harm or loss.

Not a Contract of Sale and Purchase: Adopter understands and agrees this is an Adoption Contract and not a contract for the sale or purchase of the pet. The adoption process is governed solely by the terms and conditions outlined in this Contract and the application submitted to RUFF. All previous agreements or understandings whether written or spoken between RUFF and Adopter, are hereby void and have no force and effect unless included in this Contract.

Entire Agreement, Governing Law: This Contract, including any addendum or addenda, attachments, or exhibits constitutes the entire agreement between the RUFF and Adopter. It supersedes all previous agreements, statements, representations, or promises whether written or spoken. This agreement is governed and interpreted in accordance with the laws of the State of North Carolina, without reference to any conflict of laws rules. Any disputes under this agreement will be resolved in a court located in the county chosen by RUFF.

Severability: If any provision of this Contract is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Representation: Adopter declares that they are at least eighteen (18) years of age and have presented valid government-issued identification which confirms this declaration.

Acknowledgment and Acceptance

By signing below, Adopter acknowledges and confirms that they have read, understood, and agree to all terms and conditions set forth in this Adoption Contract and Attachment A and accept their obligations and responsibilities as specified herein. Adopter acknowledges that they have received the pet and is taking legal possession of the pet. The undersigned RUFF representative certifies that they have the authority to act on behalf of RUFF to release the pet for adoption to Adopter.

Adopter's Printed Name _____ Date _____

Adopter's Signature _____ Cell _____ 2nd # _____

RUFF Representative Name _____ Date _____

RUFF Representative Signature _____

Adoption Fee \$ _____ Spay/Neuter Deposit \$ _____ Total Fee(s) Paid \$ _____

Cash Credit Card NC Check # _____ DL #: _____

ATTACHMENT A: ADOPTION CONDITIONS

1. **Fee:** Adopter agrees to pay an adoption fee as required by RUFF in good and sufficient funds. Adoption fees and spay/neuter fees must be paid in full before the transfer of ownership becomes effective.
2. **Residence:** The pet will reside at the primary residence where Adopter lives. Adopter agrees to provide secure boarding or pet care for the pet during times when the Adopter is not at the primary residence for periods exceeding twelve (12) hours.
3. **History and Release:** RUFF has discussed the pet's known background and behaviors. Adopter understands and accepts that RUFF makes no representations or warranties whatsoever regarding this pet's breed, health, condition, training, behavior, or temperament. Adopter hereby releases RUFF from all loss, damage, expense, claim, or cause of action in any way arising out of or relating to this pet or to any of RUFF's efforts to facilitate the rescue and adoption of this pet.
4. **Medical History:** RUFF has provided Adopter with a record of the pet's known medical history and any known exposure to or treatment for contagious diseases with Adopter. Adopter understands and accepts that while the pet has received veterinary care through the RUFF adoption program, undiagnosed conditions may exist. If a condition that was undiagnosed at the time of adoption is identified by a licensed veterinarian within thirty (30) days from the date of adoption, Adopter may surrender the pet to RUFF by completing surrender paperwork, thereby relinquishing all rights of ownership to the pet, and the adoption fee shall be refunded. If Adopter elects to keep the pet and maintain ownership of the pet, Adopter assumes full responsibility for all treatment and RUFF shall retain the adoption fee. RUFF does not provide post-adoption veterinary support, and all ongoing veterinary care is the responsibility of Adopter.
5. **Veterinary Care:** Adopter agrees to provide all veterinary care as recommended by a licensed veterinarian and as required by law. To include keeping all vaccinations current, including but not limited to Rabies, Distemper/Parvo (DHLPP), Bordetella (as needed). Adopter must ensure the pet receives necessary booster shots, fecal checks for internal parasites (worms), and consistent heartworm, flea, and tick prevention. Adopter shall obtain prompt treatment for the pet by a licensed veterinarian for any illness or injury, including emergency care if necessary. Cosmetic altering of the pet (i.e., cropping of ears/tail, etc.) is prohibited.
6. **Spay/Neuter:** If the pet is unaltered at time of adoption, **Adopter must have pet sterilized by the following date _____**. Spaying/Neutering should take place before the pet reaches six (6) months of age unless a licensed veterinarian provides a written recommendation to postpone the procedure due to the pet's age, size, body type, weight, or other factors. In such cases, Adopter will provide the written recommendation to RUFF. Adopter agrees to adhere to the veterinarian's guidance and ensure that the procedure is completed at the earliest appropriate time as determined by the veterinarian. A spay/neuter fee is required to ensure that the pet will be sterilized. Refer to the RUFF Spay/Neuter policy.
7. **Microchip:** RUFF will register the pet's microchip information with a national pet recovery database. RUFF will provide the necessary microchip information to Adopter.
8. **Care and Environment:** Adopter will provide the following:
 - a. **Food:** Provide wholesome, nutritious food appropriate for the pet's age and health. The food shall be provided at regular intervals, not to exceed twenty-four (24) hours between feedings, to ensure the health and well-being of the pet. The food shall be provided in a hygienic manner to ensure pet's health and safety.
 - b. **Water:** Provide constant access to safe, clean water or provide water at suitable intervals for the pet, not to exceed six (6) hours without access to water.
 - c. **Exercise:** Pet will receive adequate exercise and socialization at regular intervals to maintain its physical and mental well-being, as recommended by a licensed veterinarian.
 - d. **Leash /Crating:** A leash/harness will be used when the pet is in an unfenced area or in any location where the pet's safety may be at risk if not restrained on a leash. Pet must always have a valid rabies and identification tag affixed to the pet's collar. Adopter agrees that adult dogs shall not be confined to a crate for a duration exceeding eight (8) consecutive hours within a twenty-four (24) hour period. Puppies under six (6) months of age shall not be confined to a crate for a duration exceeding three (3) consecutive hours within a twenty-four (24) hour period. While crated pet must have access to water. While transported in a vehicle pet must be secured in a crate or harness specifically designed for securing animal in a vehicle. Pet shall not be permitted to extend its head or any part of its body outside of the vehicle window while the vehicle is in motion. Adopter acknowledges that such behavior poses a significant safety risk to the pet and may result in injury or harm.
 - e. **Tethering: Tethering by tying out or fastening the pet outdoors on a rope, cable, chain, tie-out, zip line, or other means of restraining a dog to a stationary object is prohibited** and may result in breach of Contract.
 - f. **Environment:** Pet must be provided with appropriate shelter at all times. The shelter must protect the pet from extreme heat, cold, or weather that poses a risk to the health and safety of the pet. The shelter should be clean, dry, and of sufficient size to allow the pet to stand up, turn around, and lie down comfortably.
9. **Prohibition of Abuse and Neglect:** Adopter shall not engage in any form of abuse, neglect, or cruel treatment of the pet. Including, but not limited to, physical abuse, emotional abuse, neglect of basic needs, or any other form of mistreatment. Any evidence of such behavior will be considered a material breach of Contract. Adopter affirms that no member of the household or any individual who will be in the presence

of or act as a caregiver of the pet has ever been accused, charged, or convicted of any animal welfare laws, including but not limited to neglect, cruelty, abandonment, etc. In the event of such conduct, law enforcement authorities will be notified. Adopter is hereby advised that violation of this clause will lead to legal action and criminal charges as permitted by law.

10. **Rehoming:** Adopter is adopting the pet for themselves and agrees to not give away, sell, or trade the pet, even as a gift to a friend or family member. Adopter agrees to neither take the pet to a shelter nor abandon the pet. If re-homing is necessary, or if Adopter can no longer care for or keep the pet, Adopter must promptly notify RUFF. Adopter must fully disclose all known medical and behavior issues, including but not limited to biting, aggression, inappropriate territorial marking, growling, soiling the home, anxiety, defensive behavior, resource guarding (exhibiting protective behavior over food, toys, treats, bed, territory, people, etc.) or any other behavior issue and provide all medical records and release all medical records to RUFF. RUFF shall have the right, but not the obligation, to assess the pet for re-intake. If RUFF agrees to accept the pet, Adopter is responsible for all logistics and expenses associated with transporting the pet to a designated location to surrender to a RUFF representative and complete surrender forms. Should Adopter surrender the pet they do so knowingly and fully. RUFF reserves the right to decline re-intake and as such Adopter shall remain legally responsible for the pet's welfare. RUFF will provide recommendations for other organizations that may assist in rehoming the pet. Adopter must include full disclosure of the pet's medical and behavioral history to any organization they contact for assistance in rehoming the pet. Failure to disclose information or make the organization aware of all issues shall constitute a breach of Contract.
11. **Training:** Adopter agrees to provide species-appropriate training for basic obedience skills and will use only positive means of training and reinforcement with this pet. Adopter acknowledges and accepts full responsibility for providing appropriate training, supervision, and management of the pet.
12. **Bite Incident:** In the event of an alleged bite incident involving the pet, Adopter must fully comply with all legal requirements and procedures related to the alleged incident. Adopter acknowledges that they may be held liable for damages, injuries, or legal consequences arising from a bite incident.
13. **Follow-Up:** Adopter agrees to allow a representative of RUFF to make follow-up visits at one (1) month, three (3) months, and six (6) months post-adoption. Follow-ups may be conducted via phone, email, or in-person visits, as determined by RUFF and at a reasonable time for both Parties.
14. **Change of Contact Information:** Adopter will provide notice to RUFF for all changes of address, phone, and email within thirty (30) days of the change.
15. **Licensing, Permits, and Adherence to Law:** Adopter agrees to obtain and maintain all necessary licenses and permits relating to this pet as required by law. Adopter agrees to comply with all applicable laws, statutes, ordinances, regulations, and any other legal requirements.
16. **Affirmation:** Adopter affirms that all information provided to RUFF is true and accurate and they have stated no falsehoods to RUFF.
17. **SPECIAL INSTRUCTIONS IF APPLICABLE BELOW:**