

# Transfer of Ownership

AGREEMENT made this \_\_\_\_ (date) day of \_\_\_\_\_ (month), 20 \_\_\_\_ (year), between \_\_\_\_\_ (hereinafter "Owner") and \_\_\_\_\_ (hereinafter "Adopter").

OWNER INFO	ADOPTER INFO
Address	Address
Phone	Phone
Email	Email
Driver's License	Driver's License

WHEREAS, Owner has custody of \_\_\_\_\_ (hereinafter "Dog").

Breed type: \_\_\_\_\_ Color: \_\_\_\_\_ Age Range: \_\_\_\_\_ Sex: \_\_\_ Spayed/Neutered: \_\_\_\_\_

Vaccination Dates:

Rabies

Distemper

Heartworm Prevention

Date of last annual vet check:

Medical Concerns/Issues:

Behavioral Concerns/Temperament Issues/Bite History:

Having completed an application to adopt the Dog, the adopter attests to the truth of all statements made in the application and wishes to take legal custody of the Dog.

In consideration of \$\_\_\_\_\_ (donation to a rescue organization) and the Owner's relinquishment of legal custody of the Dog, the Adopter makes the following promises as the basis for adoption:

1. Adopter agrees to be wholly responsible for expenses and liabilities arising in relation to the dog, however derived, upon completion of adoption.

2. Adopter agrees that the dog shall be used as a companion animal and a house pet, and will not be used for breeding, medical or any other experimental purpose, or in any way for the purpose of spectator entertainment (e.g. pit fighting or racing). The Adopter agrees that the dog will be housed within Adopter's house and will not be left to sleep or eat outdoors, and that the dog will be kept inside the house (or in a fenced in area with access to the inside of the house via a doggie door) when no one is at home. Adopter further agrees that the dog will not be chained, staked or tied outside and will not be free to roam the streets.
3. The safety of people, pets and your new dog is essential. Adopter agrees to obtain, implement and enact any and all training required to prevent or address any current or future behavioral issues.
4. Adopter agrees that the Dog will be given ample food, shelter, water, annual and emergency veterinary care, and daily exercise in a fenced yard or on a leash. Adopter will ensure that the Dog is given heartworm preventative medication, and will keep all immunizations current (or maintain titer levels within protective limits), and to provide rabies vaccinations according to State Law. Adopter further agrees that the Dog will be licensed and leashed in accordance with the laws and ordinances of the municipality, county and state in which Adopter lives. Adopter shall attach an identification tag to the Dog's collar which shall be worn at all times. If Dog is lost or stolen, Adopter shall immediately notify \_\_\_\_\_.
5. Adopter agrees that under no circumstances will the adopter sell, trade, give away, or otherwise dispose of the dog in any way, except for humane euthanization due to a severe medical condition. If the Adopter cannot keep the Dog or chooses to no longer keep the Dog, the Dog shall be returned to Owner. Adopter acknowledges that return of the Dog at any time will not entitle Adopter to a refund of the donation or reimbursement of any expenses incurred by the Adopter in caring for the above-designated dog. If the Dog has bitten and euthanasia is being considered, then it must be done in consultation with Owner and at the Adopter's sole expense. Owner will have the option of having the dog returned to him/her.
6. The Adopter hereby releases, and agrees to indemnify and hold harmless Owner, trainer, boarder and/or rescue volunteers assisting in the rehoming process against any and all liability, including any costs and reasonable attorney fees, to third parties or to the Adopter arising from, out of, or caused by, acts or physical condition of the Dog, or the acts or prior acts or admissions of Owner in respect to the Dog involved in this transaction, without regard to considerations of fault/negligence.
7. Adopter understands that Owner, trainer, boarder or volunteers assisting in the re-homing process make no warranties, express or implied, or representations as to the health, fitness, temperament or well-being of the Dog. Adopter agrees to seek out or continue training if advised by Owner, trainer, border and/or volunteers assisting in the rehoming process. Owner has disclosed all known prior bite history and aggressive type behavior; Adopter agrees to accept the Dog "as is." Adopter is responsible for any subsequent biting or aggressive behavior, including any medical costs incurred. Adopter understands that Owner, trainer, boarder and/or volunteers assisting in the rehoming process accepts no responsibility if Dog should die after being released to Adopter or should bite, scratch, injure or cause the death of any person or animal or cause damage to property after being released into Adopter's custody.
8. It is understood that failure to comply with the terms of this agreement may result in demand by Owner to return said dog to Owner's legal custody, and Adopter agrees to comply with said demand immediately upon request without court order or monetary compensation and without recourse to the Adopter. Adopter agrees to pay any reasonable attorney fees and court expenses if Owner must bring legal action against them to enforce this Adoption Agreement.

9. This Agreement shall be governed and construed in accordance with the laws of the state in which the Owner resides, and any dispute regarding this contract or against Owner or Adopter shall be brought in the states local court house.
10. Adopter recognizes that all dogs require an adjustment period after the adoption process is complete. Adopter will do what is necessary to help the dog adjust to his new environment, meet his new family members, and integrate into the new household. The Adopter understands that each dog is unique and that the time required to become comfortable differs for each dog and can range from a few weeks to a few months. The Dog requires structure and routine, as well as instruction and support to become accustomed to his new environs. As such, the Adopter agrees to provide slow and gentle guidance on acclimating the Dog to his new home.
11. Owner has discussed with the adopter any medical issues, behavioral issues the dog has had in the past, and/or incidents in which the dog has previously caused harm to a person or other animal.
  - a. List medical or behavior issues here:
  - b. Adopter will initial each item listed to acknowledge they have been told of these past issues.
12. Adopters with a resident pet(s): Do you agree to follow the guidelines given to you for properly introducing your new dog to your resident dog(s) and/or cat(s)? \_\_\_\_\_
13. (Include other conditions to this Transfer of Ownership you feel is needed.)

<b>OWNER SIGNATURE</b>	<b>ADOPTER SIGNATURE</b>
Print	Print
Sign	Sign