



SOUTHERN CALIFORNIA
GERMAN SHEPHERD Rescue
Adopt a Friend for Life.

SOUTHERN CALIFORNIA GERMAN SHEPHERD RESCUE ADOPTION CONTRACT

The undersigned adoptive person(s) (the "Adopter") hereby adopts the following described dog (the "Dog") from Southern California German Shepherd Rescue ("SCGSR") and, as a condition thereof, agrees to the terms and provisions of this Adoption Contract (the "Contract") with SCGSR as of the date specified below.

1. PARTICULARS OF DOG

The Dog being adopted is named _____, Microchip No. * ____ * ____ * _____. The Adopter is free to change the Dog's name. SCGSR believes, but does not warrant, that the Dog is approximately _____ old, and that the dog is a German Shepherd (or describe Dog: _____).

2. ADOPTION AGREEMENT

In consideration for SCGSR's agreement to adopt the Dog to the Adopter, the Adopter agrees to the terms and conditions set forth in this Agreement. In the event that, at any time during the life of the Dog, the Adopter violates any of the terms or conditions of this Agreement, the adoption is null and void, the Adopter forfeits his/her/their right to possession of the Dog and SCGSR has the full right and authority to remove the Dog from the Adopter's possession. Each and every term and condition in this Agreement is material and, without the Adopter's agreement to abide by each term and condition herein, SCGSR would not adopt the Dog to the Adopter.

3. SHELTER, FEEDING AND TRANSPORT OF DOG

3.1 Containment, Leash and Fencing: **The Dog will be an indoor pet and will have a suitable place to sleep within the house. The Dog will not be permitted to run loose; it will be in a fenced yard or on leash when outside.** Adopter agrees that the definition of an adequate fence is a fence that encloses a yard or a large pen, larger than outdoor kennels. An adequate fence is one that prevents the dog from getting out of the area by jumping, digging, or exiting through gates not properly secured. The fence will prevent any other dog from entering the property the Dog lives on and will be secure enough to prevent intruders or small children from easily gaining entry. The adequate fence does not include a split rail, electric, or invisible fence. A shock or electric collar is not acceptable. A kennel environment is not acceptable for housing, safety, or the emotional wellbeing of the Dog. If the Dog is able to jump over or dig under the fence it is no longer an adequate fence and must be repaired by raising it to six (6) feet or sealing any and all weak spots immediately. The decision as to whether a home is adequately fenced will be made by SCGSR, NOT by the Adopter. While the fence is not serving the purpose the Adopter shall not leave the Dog unattended in the yard at any time.

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3.2 **Living Arrangement:** **The Dog is not to live in a garage, doghouse, or any type of outbuilding.** While the Adopter is at home, the Dog shall not remain solely in one room. Additionally, the Dog shall not be confined to either a crate or a room for more than eight (8) hours a day, and must have free roam of the house as a family member and companion. **The Dog is not to be left with small children at any time when unattended by an adult.** The Dog will be provided fresh food and water daily in adequate quantities to maintain good health.

3.3 **Transport:** California law requires that the Dog shall not be transported in the back of an open truck without a proper tie-down. Proper tie down is from both sides preventing the dog from falling or jumping out of the truck bed. State law also prohibits containment of a dog in a vehicle in hot weather.

4. LICENSE

Adopter will license the Dog within the city of the Adopter's primary residence within seven (7) days of adoption, and the Dog will, at all times, wear a collar with an ID tag with the Adopter's address and telephone, in addition to its SCGSR numbered tag.

5. TRANSFER OF OWNERSHIP

The Dog may NOT be sold, given away or brought to any local governmental agency ("pound" or "shelter") any private rescue agency other than SCGSR, or any individual. If the Dog is lost, the Adopter shall immediately notify SCGSR at (619) 379-1796.

5.1 **LIQUIDATED DAMAGES.** In the event that the Dog ends up at a pound or shelter (regardless of whether the Adopter took the Dog to the pound/shelter or the Dog was taken to the pound/shelter by a third party, or was confiscated by governmental authorities), and SCGSR receives notification (through any means) that the Dog is at the pound/shelter, the Adopter shall pay to SCGSR liquidated damages in the amount of One Thousand and No/100 Dollars (\$1000.00) for San Diego County and up to \$5000 for other counties/states or countries to compensate SCGSR for the costs associated with removing the Dog from the pound/shelter and associated medical and care costs. SCGSR shall have absolute discretion to determine whether the Adopter may resume possession of the Dog in the event the Dog ends up in a shelter/pound.

6. RETURN OF DOG

The Adopter acknowledges that by adopting the Dog, he/she is making a commitment to care for the Dog for the remainder of its lifetime. The Adopter agrees to do his/her utmost and utilize his/her best efforts to accomplish this commitment and the undertaking required by this Agreement. If the Adopter in good faith feels that he/she cannot fulfill these obligations, the Adopter shall return the Dog to SCGSR during normal business hours and within 30 days of notification to SCGSR that the Dog will be returned. In the event the Adopter does so, notwithstanding the provisions of paragraph 7 below, the Adopter shall be relieved of all further obligations hereunder except for payment of any medical expenses for any medical care required by the Dog at the time of return.

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7. POST ADOPTION MATTERS

SCGSR shall not be responsible for any expenses incurred in housing, feeding, maintaining, treating, caring for or otherwise owning or possessing the Dog after the Dog is adopted from SCGSR. The Adopter shall have full responsibility for the Dog after taking it from SCGSR, including its behavior, training, maintenance, care, feeding and housing.

8. BREACH OF THIS AGREEMENT

Upon breach of this Agreement, SCGSR shall have the following rights, which are cumulative and not exclusive: (i) SCGSR or its designated agent may, but is not obligated to, retake possession of the Dog; and (ii) SCGSR shall be entitled to reimbursement from the Adopter of all of the actual expenses incurred by SCGSR in retaking possession of the Dog. **Any costs incurred by SCGSR in the recovery of the Dog under breach of this contract shall be borne by Adopter, including transport of the dog back to San Diego and any and all attorneys' fees incurred in enforcement of any aspect of this Agreement.**

9. RESTRICTIONS ON USE OF DOG

The Dog will not be used for breeding, medical research or as a guard dog.

10. NO WARRANTIES

SCGSR has used its best efforts to determine the background and condition of the Dog, but makes no promises, representations, or warranties, express or implied, as to the nature, age, background, breeding, suitability, behavior, or health of the Dog. The Adopter accepts the Dog as is, with all faults and conditions, and is not relying on any statement by SCGSR or any employee, representative or volunteer performing service for SCGSR as to the Dog.

11. EUTHANASIA (ARTICA'S CLAUSE)

Prior to euthanasia, vet recommended or otherwise, of the Dog at any point prior to its 8th birthday, and except in dire emergencies, the Adopter must contact SCGSR at socalrescue@gmail.com and give SCGSR 72 hours to evaluate the needs of the Dog and consult with its veterinarians. Adopter agrees to release the Dog to SCGSR on demand. The Adopter further agrees to pay liquidated damages in the amount of Five Thousand and No/100 Dollars (\$5,000.00) if the Adopter fails notify SCGSR of intent to euthanize and/or fails to willingly surrender the Dog and/or euthanizes the Dog. Email socalrescue@gmail.com or call 1-619-228-3570 to report intended euthanasia.

12. RELEASE

Each person comprising Adopter hereby releases and waives any claim he/she may have or allegedly have against SCGSR, its owners, operators, agents, representatives, volunteers, employees, or any other person affiliated with or performing services, whether for compensation or gratuitously, for SCGSR (whether such person(s) perform services on or off the premises of SCGSR) of any kind of nature relating to the Dog. Each such person acknowledges that California Civil Code section 1542 states:

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“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED THIS SETTLEMENT WITH THE DEBTOR.”

Nevertheless, the Adopter hereby waives the benefits of said Civil Code section 1542, and of any similar statute, regulation or law, and intends this release to be complete, inclusive, irrevocable, permanent and final and to release all claims whether or not known or suspected, notwithstanding the latter discovery of facts which, if known now, would have induced the Adopter not to adopt the Dog or enter into this Adoption Contract.

12. ARBITRATION

In the event of any dispute between SCGSR (or any of its owners, operators, agents, representatives, employees, volunteers or others affiliated with or performing services for SCGSR), and the Adopter arising out of, relating to, or in any way involving the adoption of the Dog or any other agreement made or signed by the Adopter in connection with or related to such adoption, such dispute shall be resolved by binding arbitration before a single arbitrator designated by, and according to the Commercial Arbitration Rules (or any other Rules designed to apply to such a dispute) of American Arbitration Association at its San Diego, California office. The award rendered by the arbitrator in such arbitration shall be final and binding subject only to the provisions of California Code of Civil Procedure section 1286.2 and may be enforced in any court of competent jurisdiction. SCGSR only shall be entitled to recover its reasonable attorneys' and experts' fees and costs, including all arbitration costs, to be awarded by the arbitrator as part of the award in such arbitration.

12. DONATION

SCGSR is a non-profit organization which requires charitable donations in order to function. Therefore, the Adopter agrees to give a donation in connection with the adoption of the Dog. If the Dog is returned to SCGSR in the condition in which it was taken, within seven (7) calendar days from the date the Dog is removed from the possession of SCGSR or any representative, employee or volunteer acting for SCGSR, a total of \$100.00 will be refunded to the Adopter. The remaining amount shall be retained by SCGSR as a donation. After said seven (7) days after the adoption of the Dog, the donation will not be returned in whole or part.

15. SCGSR'S RESERVATION OF RIGHTS

SCGSR reserves the right to follow up on this adoption to inspect the Dog and where the Dog is kept for the sole purpose of determining compliance with the terms of this Adoption Contract. If the terms and conditions of this Adoption Contract are not upheld by the Adopter and/or any misrepresentations have been made to SCGSR by the Adopter, SCGSR reserves the right to terminate this Adoption Contract and the Adopter will agree to allow a representative of SCGSR to reclaim the Dog without notice or refund. The Adopter further agrees to pay liquidated damages in the amount of fifty dollars (\$50) per day for every day that the Adopter fails to willingly surrender the Dog from the date the breach of the terms of this Adoption Contract comes to the knowledge of SCGSR. SCGSR's reservation of rights also includes not adopting a Dog into an area or environment that may endanger the life of the Dog, which includes relocating with the Dog after execution of this Adoption Contract. If the Dog becomes lost, seriously injured, and/or permanently disfigured, or for any reason the Dog dies SCGSR must be notified immediately.

Adopter Initials: _____

16. SPAY/NEUTER AGREEMENT

This is a contract of MANDATORY Spay/Neuter as defined herein.

16.1 **Spay Agreement.** The “Spay Agreement” applies if the Dog is a female. This spay agreement is an agreement that the Dog will not produce a litter of puppies either as purposely bred or by accidental breeding. If the Dog’s health or age does not allow SCGSR to have the Dog spayed prior to adoption, the Adopter must have the Dog spayed within 10 days of it becoming of age and/or healthy enough to be spayed. If the Dog’s health does not allow it to be spayed, permanent ownership by the Adopter is contingent upon a veterinary statement. This statement will be by the veterinarian that has seen this Dog, examined this Dog and has evaluated this Dog as not yet in emotional and/or physical condition for spay. Based on this situation, SCGSR, not the Adopter, and the veterinarian will extend the length of time to be spayed immediately after the Dog’s condition has improved.

Verification of sterilization by the veterinarian is to be mailed to SCGSR within fourteen (14) days of the spay. It is the responsibility of the Adopter, not the veterinarian, to be sure that SCGSR has received this statement. If these provisions are not honored the Adopter will acknowledge and agree that this Adoption Contract has been violated and the Adopter will transport the Dog back to SCGSR with no refund.

16.2 **Neuter Agreement.** The “Neuter Agreement” applies if the Dog is a male. The Dog shall be neutered prior to the adoption. Proof of sterilization by the veterinarian must be provided to SCGSR and given to the Adopter. If the health of the Dog delays the neuter, the veterinarian that has seen this Dog, examined this Dog, and evaluated this Dog must provide a statement to inform as to why the neutering cannot be done and when it can. SCGSR will then reidentify the guidelines based on the Dog’s condition. It is the responsibility of the Adopter, not the veterinarian, to be sure that SCGSR has received this statement. If these provisions are not honored the Adopter will acknowledge and agree that this Adoption Contract has been violated and the Adopter will transport the Dog back to SCGSR with no refund.

IN WITNESS WHEREOF, the parties have signed this Adoption Contract as of the last date set forth below.

Adoptive Person(s):

Print Name: _____ **SIGNATURE** _____

Print Name: _____ **Driver’s License** _____

Address: _____ **City:** _____, CA **Zip Code:** _____

Home Telephone: _____ **Business Telephone:** _____

Amount of donation _____ **Email address:** _____

Date: _____, 20____

[CONTINUED NEXT PAGE]

Adopter Initials: _____

ACCEPTED:

SOUTHERN CALIFORNIA GERMAN SHEPHERD RESCUE

Rescue Telephone No: 619/379-1796 or 619/228-3570

Rescue Email: socialrescue@gmail.com

By: _____

Print Name: _____

Date: _____, 20__

**Southern California German Shepherd Rescue
6161 El Cajon Blvd., #460
San Diego, CA 92115
1 619 228 3570 Email: socialrescue@gmail.com**

Adopter Initials: _____