

AKITA RESCUE MID-ATLANTIC COAST, INC.



ADOPTION CONTRACT

Rev. 07-2008

THIS ADOPTION CONTRACT is made and entered into this ____ day of _____, 20____, between Akita Rescue Mid-Atlantic Coast, Inc. (hereinafter referred to as ARMAC), and _____ (hereinafter referred to as Adopter, whether one or more persons).

WHEREAS, in order to protect the breed of AKITA, ARMAC does accept for placement from individuals, animal shelters, humane societies, and other persons and entities, AKITAS which are homeless, and

WHEREAS, ARMAC does attempt to place such dogs where possible in suitable homes in consideration for the payment of a fee determined in each case;

NOW, THEREFORE, it is agreed as follows:

1. ARMAC does agree to place for adoption the following described AKITA (hereinafter referred to as dog) with the Adopter:

Name of Dog: _____ Age: _____
Sex: _____ Male _____ Female _____
Spayed/Neutered: _____ Yes _____ No _____
Color: _____ Markings: _____
Rabies Tag No. _____ Microchip No. _____
Origin of Dog: _____

2. Adopter agrees to pay the sum of \$_____ to defray the costs to ARMAC and as an adoption fee upon receipt of the dog. This fee is refundable anytime during the adjustment period of _____ weeks upon return of the dog to a designated representative of ARMAC, but no time thereafter.

3. Adopter agrees to pay a handling charge of no less than \$35.00 US dollars, per instance, to ARMAC on any and all returned checks.

4. Adopter agrees the dog will be kept as a house pet, not an outside dog, and will share Adopter's home being given the same considerations as would a family member.

5. Adopter agrees to never subject the dog to neglect, abuse or cruelty, mental and/or physical, at any time.

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6. **Adopter will not use, nor will he/she allow the dog to be used for dog fighting, animal research or any illegal purpose. Adopter agrees that the dog will not be attack or protection trained, will not be used for guard work or in any commercial endeavor.**
7. **If for any reason Adopter is unable to keep this dog for its entire life, Adopter must contact ARMAC and make arrangements to return dog to ARMAC at Adopter's expense. Except in case of an emergency, ARMAC requires 30 days notice of intent to return the dog. Adopter agrees not to sell, give away, or dispose of the dog in any other manner (except euthanasia for medical reasons at the advice of a licensed veterinarian) without prior consent in writing from ARMAC. Adopter further agrees not to relinquish the dog to any animal shelter, pound or humane society, rescue group or individual and agrees to pay \$500 in liquidated damages to ARMAC if they sell, give away or dispose of the dog in any manner or relinquish the dog to any animal shelter, pound, humane society, rescue group or individual other than ARMAC.**
8. **Adopter agrees to have the dog immediately licensed in his/her jurisdiction.**
9. **Adopter further agrees to keep a strong sturdy collar on the dog at all times and to keep personal ID tag, ARMAC ID tag, rabies tag, registration tag and microchip tag (if provided) on the collar at all times.**
10. **Adopter agrees to always keep the dog on a leash with a choke collar or choke chain when walking or training the dog. Adopter agrees to never leave a training collar, choke collar or choke chain on the dog when it is unattended.**
11. **If, for reasons of age or health, the dog is not yet spayed or neutered, the Adopter agrees to present the dog to ARMAC when requested for the purpose of spaying/neutering. If the dog is used for breeding prior to sterilization, the Adopter agrees to pay \$1,000 (one thousand US dollars) in liquidated damages, per litter, to ARMAC and the Adopter further agrees to immediately relinquish ownership and possession to ARMAC of the unspayed female and any and all puppies resulting from the breeding(s).**
12. **It is expressly understood that ARMAC places the dog with no warranty as to the physical condition or temperament of the dog. Adopter accepts this dog as is with all defects, either observable or unobservable, and assumes all risk for such dog from the date of signing of this contract.**
13. **It is expressly understood that ARMAC has NOT done any independent investigation as to the dog's history. This dog has not bitten anyone while in ARMAC custody, and to the best of ARMAC's knowledge this dog has not been declared "dangerous" or "vicious" under the laws of any state or other jurisdiction.**
14. **Adopter agrees to care for the dog in a humane manner, including, but not limited, to providing water, premium quality food, shelter, exercise and veterinary care, including annual inoculations, parasite checks, dental care, for the duration of said dog's life, all in a manner satisfactory to ARMAC.**

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15. **Adopter agrees to maintain the dog on heartworm prevention throughout the life of the dog.**
16. **Adopter agrees that the dog must be protected by being on a leash when outside a fenced enclosure. Adopter agrees that if the dog is allowed off leash in a fenced enclosure, it must be constructed of appropriate materials and sufficient height to contain the dog. Under no circumstances is this dog to be routinely tethered as a means of confinement or tethered without immediate supervision.**
17. **Adopter agrees to never let a person under the age of 18 walk the dog.**
18. **Adopter agrees to never leave the dog alone unsupervised with young children.**
19. **Adopter agrees to enroll and successfully complete an obedience course with the dog within the first six months after the signing of this Adoption Contract.**
20. **Adopter agrees that at no time will the dog be transported in the open bed of a pickup truck, or left in a vehicle when the outside temperature exceeds 60 degrees Fahrenheit.**
21. **Adopter agrees that the dog will be confined in the house when there is no one at home, except for prolonged absences such as vacation when secure and proper care will have been prearranged for the dog.**
22. **Adopter agrees to two (2) home visitations by a designated representative of ARMAC within the first three (3) months following the effective date of this Adoption Contract to determine if the adoption is successful. An annual visitation thereafter will be permitted at the discretion of ARMAC.**
23. **Adopter agrees to grant ARMAC and its representatives access to his/her property without prior notice should ARMAC feel there may be non-compliance of the terms of this contract.**
24. **Adopter agrees to notify ARMAC of any change of telephone number and/or address within two weeks of such change.**
25. **Adopter agrees to notify ARMAC immediately by phone in the event this dog is lost or stolen, and at the time of its death. ARMAC reserves the right to request and receive a veterinarian's "cause of death" statement in the event of the dog's death.**
26. **Adopter agrees that should the dog die of "unknown causes", in order to help the breed, Adopter will request to have the dog autopsied at the Adopter's expense and provide the written results to ARMAC.**
27. **Adopter agrees that ARMAC has provided him/her with a copy of veterinarian records and vaccination records of this dog.**
28. **ARMAC has no knowledge of the temperament/behavior of this dog except as follows:**

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29. Adopter agrees that he/she fully understands the ARMAC does not usually recommend that an Akita be placed into a home where there are children under the age of 12 present. If this particular placement involves children residing in the home under the age of 12, Adopter agrees to assume the risks of having an adult Akita in the home with young children, and hold ARMAC harmless in the event of injury to the child(ren). Adopter agrees he/she has read and understood the article “Caring for a Dog Teaches Children Responsibility”.

30. Adopter agrees that he/she fully understands that the Akita breed is known to be aggressive to other dogs, especially dogs of the same sex and small dogs, and the Akita breed is known to be aggressive to cats and other animals.

31. Adopter agrees that he/she fully understands that the Akita breed is known to display primitive canine behavior patterns. When given a harsh correction, an Akita may respond to interpreted aggression with aggression.

32. Adopter agrees to always give first consideration to this dog if a conflict should develop between this dog and an animal brought into the home after the adoption of this dog.

33. Adopter agrees that he/she has read the Akita Information package, Temperament and Temperament Revisited articles given to him/her detailing health and behavioral characteristics in the Akita breed. Adopter agrees that he/she understand the risks of owning an Akita and freely accepts these risks.

34. The Adopter and ARMAC agree that the actual cash value of the dog is \$500.00 US dollars.

35. Should Adopter breach any of the agreements contained in this Adoption Contract, ARMAC shall have the right to rescind this Adoption Contract and demand return of this dog. Should Adopter fail to return dog, ARMAC may seek an Order from a Court of competent jurisdiction for the return of said dog and liquidated damages from Adopter in the amount of \$750.00 in addition to any sum paid for this dog pursuant to this Adoption Contract plus attorney's fees and court costs.

36. Additional conditions of contract:

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THE DOG MAY HAVE BEEN IN AN UNUSUAL SITUATION AND MAY NOT SHOW ITS TRUE NATURE OR HEALTH FOR SOME TIME AFTER PLACEMENT. AKITA RESCUE MID-ATLANTIC COAST, INC. CAN NOT VOUCH FOR THE TEMPERAMENT, HEALTH, OR LINE OF THE DOG, OTHER THAN STATED IN THIS CONTRACT

RELEASE OF LIABILITY AND INDEMNIFICATION:

In consideration of ARMAC allowing me/us to adopt this Akita as our pet, I/we promise and agree to be solely responsible for this dog and to indemnify and hold harmless AKITA RESCUE MID-ATLANTIC COAST, INC., its Board of Directors, Officers, Agents, Members, and Volunteers from any and all claims of liability for the conduct of this dog on or after the date of this signed contract.

The undersigned(s) further agree(s) and intend(s) that the RELEASE OF LIABILITY AND INDEMNIFICATION shall apply to all known, unknown and unanticipated damages resulting from my/our adoption, ownership, or control of such dog.

THIS IS A BINDING CONTRACT, ENFORCEABLE BY CIVIL LAW AND GOVERNED BY THE LAWS OF THE STATE OF MARYLAND.

Signature of Adopter 1

Printed Name and SSN

Signature of Adopter 2

Printed Name and SSN

Street Address

Business Phone 1

City, State, Zip

Business Phone 2

Home Phone

Signature of ARMAC Representative

Printed Name of ARMAC Representative

Street Address

City, State and Zip

Home Phone

Cell Phone

Alternate ARMAC Contact

Home and Cell Phone

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