

VIRGINIA GERMAN SHEPHERD RESCUE, INC.

Good Dogs for Good Homes

P.O. Box 733, Centreville, Virginia 20122 • 703-435-2840* info@vgsr.org • <http://www.vgsr.org>

ADOPTION CONTRACT

On this ____ day of _____, 20____, (“Adoption Date”), Virginia German Shepherd Rescue, Inc. (“VGSR”) and the adopter listed below (“Adopter” or “you”) enter into this Adoption Contract (“Contract”) to provide the dog listed below (the “Dog”) with a suitable forever home. This Contract formalizes what VGSR believes is necessary to provide a safe and loving home for a German Shepherd Dog. The purpose of this Contract is to ensure that Adopter will provide the Dog with the best possible care and treatment throughout his/her life, and you understand the considerable emotional involvement, time and energy that go into ensuring the Dog has the best possible second chance at life.

Name of Adopter: _____ Co-Adopter: _____

Address: _____

City: _____ State: _____ Zip code: _____

Phone (H): _____ (W): _____ E-Mail: _____

Dog's Name: _____ VGSR Tag No.: _____ Color: _____ Weight: _____ Sex: _____

Dog's age if known: _____ Dog altered? Date Altered: _____ If no, date due: _____

Microchip Information - HomeAgain Microchip No. _____

Your Dog is protected by a HomeAgain microchip to help identify it in the event that it is ever lost. Included in your adoption donation is a pre-paid one year membership in the HomeAgain pet recovery and protection service. While we do not require you to continue to use the proactive portion of this program, we urge you to do so because of the many benefits that the program offers. For more information please see the following <http://public.homeagain.com/>

Implanted on: _____ Annual service expires on: _____

Other Comments (if applicable): _____

Immunizations and Date Given:

Rabies Given: _____ DHLPP Given: _____ Bordetella Given: _____

Rabies Due: _____ DHLPP Due: _____ Bordetella Due: _____

Heartworm Test: _____ HW Preventative Given: _____ Frontline Given: _____

Heartworm Test Due: _____ HW Preventative Due: _____ Frontline Due: _____

Follow-up medical procedures, if any: _____

1. **Ownership and Adopter Responsibilities:** As of the Adoption Date, the Adopter agrees to and does accept full ownership and possession of the Dog, and all responsibilities and liabilities inherent with keeping the Dog as a lifetime companion.

a. **Adoption Fee.** Adopter agrees to pay VGSR the adoption fee for the Dog of \$ _____, which is non-refundable.

b. **Compliance with Laws.** The Adopter agrees to comply with all federal, state, and local laws for the care and ownership of the Dog, including obtaining and maintaining all required vaccinations and licenses for the Dog. Adopter agrees to properly license the Dog in his/her jurisdiction and to maintain that license on an annual basis. **Specifically, Adopter agrees that the Dog shall always wear the VGSR tag provided upon adoption.** If for any reason, the Dog loses the tag, the Adopter must contact VGSR immediately so that VGSR can send the Adopter a replacement tag. If the Dog is lost or stolen, Adopter will report the loss or theft to the appropriate authorities immediately and to VGSR within twenty-four (24) hours.

c. **Veterinary Care.** VGSR recommends that the Adopter take the Dog to the veterinarian within one week of the Adoption Date for a full exam, and the Adopter assumes full responsibility for the veterinary care and costs of the Dog as of the Adoption Date. Adopter will provide full and complete veterinary care for the dog and ensure that this dog is given all necessary annual vaccines, including, but not limited to: Rabies, DHLPP, Bordetella, and heartworm testing and heartworm preventative. Adopter agrees to permit a representative of VGSR to contact Adopter's veterinarian to confirm that proper care is being given to the Dog.

d. **Responsible Care.** VGSR intends to place each dog, including your Dog, in its care into a healthy, home/family environment. Adopter further understands that a German Shepherd does best where the dog can interact with family members. With that objective in mind, Adopter agrees to keep the Dog as a companion, and maintain the Dog in the family household. Adopter will not, for an extended period of time, keep the Dog in a crate, garage, or outside in a yard, pen, or tether, and will not confine the Dog in any other inappropriate manner. Adopter agrees to arrange for safe and adequate care or boarding arrangements for the dog including, but not limited to any period of time in which the dog would be left alone for more than twenty-four hours. Adopter agrees that the dog will not be attack trained, used for vivisection or for any experimental purpose. Adopter agrees not to give up the dog for use as food for other animals, for dog fighting or other sport in which one animal is pitted against another, or for the sport of hunting. Adopter agrees not to transport the dog in the open bed of a pickup truck, or in any manner that would endanger the dog during transportation.

e. **Training.** If VGSR recommends obedience training, Adopter will secure the recommended training for the Dog and will provide written proof of the training to VGSR within thirty (30) days of completing the training. Even if training is not specifically recommended, Adopter understands that German Shepherds are highly intelligent and active dogs who benefit from training, and will train the Dog in a humane method.

2. **Adopter Certification:** The Adopter certifies that the Adopter has never been convicted of animal cruelty, neglect, or abandonment, and that no court or administrative agency has prohibited the Adopter from owning or possessing animals. The Adopter agrees to notify VGSR immediately of any change to this certification.

3. **Health and Behavior:** VGSR makes no guarantees, representations, or warranties about the Dog's health or behavior. The Dog may have been exposed to zoonotic diseases like ringworm, kennel cough, and upper respiratory infections. The Adopter understands the risks involved and agrees to consult with a veterinarian before exposing the Dog to any other animals in the Adopter's household. VGSR does not permit devocalization or cosmetic surgeries such as ear cropping or tail docking, except for medical reasons. VGSR is providing the Adopter with medical and behavior information about the Dog, and VGSR's staff is available to provide further information about the Dog if the Adopter has questions or concerns. VGSR advises that it can take many weeks for the Dog to adjust to life in his or her new home, and that animals often show very different behaviors once they leave the shelter and are in a home environment. The Adopter will contact VGSR for advice if the Adopter has any questions about helping the Dog adjust at home.

4. **Return Policy:** The Adopter agrees to give the Dog a permanent home, and agrees not to sell, trade, give away, or dispose of the Dog if the Adopter cannot keep the Dog. If the Adopter becomes unable or unwilling to keep and care for the Dog, the Adopter agrees to return the Dog to VGSR. The Adopter may give the Dog to another family member only if VGSR agrees in advance in writing, and if VGSR approves the family member through the standard application process, including the family member signing a new Adoption Contract with VGSR.

5. **Sterilization:** THE ADOPTER UNDERSTANDS AND AGREES THAT IF THE DOG HAS NOT ALREADY BEEN STERILIZED UPON ADOPTION, VIRGINIA CODE SECTION 3.2-6574 MANDATES THAT THE ADOPTER MUST HAVE THE DOG STERILIZED BY A LICENSED VETERINARIAN. FAILURE TO TIMELY STERILIZE THE DOG WILL SUBJECT THE ADOPTER TO A CIVIL PENALTY, AND THE ADOPTER MAY BE COMPELLED TO COMPLY WITH THESE PROVISIONS. Sterilization must be performed within thirty (30) days of the Adoption Date for sexually mature animals, or within thirty (30) days after the Dog reaches six (6) months of age. Failure to sterilize may also carry other consequences under applicable law and this Contract.

6. **Limitations of Liability, Release/Waiver, and Indemnification:** The Adopter understands and agrees that the Adopter is 100 percent responsible and liable for the Dog, and accepts full legal and financial responsibility for the Dog and the Dog's actions. The Adopter, for the Adopter and the Adopter's heirs, executors, personal representatives, and assigns (collectively the "Releasing Parties"), agrees to release VGSR and VGSR's directors, officers, employees, agents, representatives, volunteers, successors, and assigns (collectively the "Released Parties") from all liability, loss, damage, injury, or claims, including but not limited to attorney's fees and other litigation costs, arising from this adoption, this Contract, and the Dog ("Covered Claims"). The Adopter, for the Adopter and all Releasing Parties, agrees to indemnify and hold VGSR and the Released Parties harmless for all Covered Claims by any third parties, and to cover all reasonable legal fees and other expenses incurred by VGSR and the Released Parties in investigating and defending against Covered Claims by any third parties, including but not limited to reasonable attorney's fees and costs.

7. **Miscellaneous:**

- a. **Enforceability and Modification:** The provisions and obligations of this Contract survive termination of this Contract. This Contract contains the entire agreement between the parties, and supersedes all prior agreements or understandings of the parties. This Contract may be changed only in writing signed by the party against whom enforcement is sought. To the extent that any provision of this Contract is deemed to be unenforceable, the remaining provisions of this Contract will remain in full force and effect.
- b. **Notice:** All notices shall be sent to the mailing and/or email addresses on this Contract, VGSR's website, or any other addresses provided in writing by either party. Adopter agrees to notify and provide VGSR of any change in the Adopter's residence and/or telephone number after the adoption for the life of the Dog. The Adopter also agrees to remain as the primary contact with the HomeAgain pet recovery database and to ensure that entered data, including address and telephone number, is kept current at all times. The Adopter also agrees to never remove VGSR as the secondary point of contact in the database.
- c. **Applicable law, jurisdiction and venue:** This Contract shall be governed by the laws of the Commonwealth of Virginia without regard to its rules for conflict of law and without regard to where this Contract is signed. In the event of a dispute, VGSR and the Adopter agree to submit to the jurisdiction of the courts of the Commonwealth of Virginia, and to litigate in a court of competent jurisdiction in or for Loudoun County or the City of Alexandria, Virginia.

- d. *Remedies:* Should the Adopter violate this Contract, VGSR is entitled to seek all legal and equitable remedies available, including but not limited to VGSR's reasonable attorney's fees, expert witness fees, and costs. Adopter further agrees that VGSR may regain possession of the Dog upon any evidence of neglect or abuse, or a breach of any part of this Contract, including falsified information provided on any document provided by Adopter to VGSR, or failure to spay or neuter the Dog as required. Should VGSR ask for relinquishment of the Dog, Adopter agrees to relinquish the Dog to VGSR within twenty-four (24) hours and at a mutually agreed upon location, and VGSR shall not refund any monies to the Adopter. If Adopter fails to relinquish the Dog upon reasonable request, Adopter shall be liable to VGSR for liquidated damages in the amount of One Thousand Dollars (\$1,000.00) in addition to the other legal and equitable remedies available to VGSR. In addition to any other remedies available to VGSR, the Adopter shall be liable for liquidated damages in the amount of Five Hundred Dollars (\$500.00) if the Adopter fails to sterilize the Dog as required by law and this Contract.

By signing below, the Adopter and VGSR agree that they have read this Contract and agree to be bound by all of its terms and conditions.

Signature of Adopter(s) _____ Date: _____

Printed Name _____

_____ Date: _____

Printed Name _____

Adopter's Address _____

Adopter's Phone Number _____

Adopter's Email _____

VGSR Representative _____ Date: _____

Printed Name _____

Title _____