



TRISTATE KEESHOND RESCUE & RAILROAD (TKR) ADOPTION CONTRACT

This CONTRACT is made and entered into this _____ day of _____, 20____, between Tristate Keeshond Rescue & Railroad (hereafter referred to as "TKR") and _____, (hereafter referred to as the "Adopter").

TKR, in order to protect the breed of Keeshonden, accepts for placement from individuals, animal shelters, humane societies, and other persons and entities, Keeshonden which are unwanted, abandoned, neglected, lost, or mistreated.

To deliver to the Adopter the Adoptee upon payment in full of the adoption donation detailed in Paragraph 7 below, the execution of this agreement, and a security interest in the Adoptee retained by the TKR it is agreed as follows:

1. TKR agrees to place for adoption the following Adoptee (hereafter referred to as "Adoptee") with the Adopter:

Registered Name: _____ **AKC#:** _____

Call name: ____ **Tattoo #:** _____ **Microchip #:** _____

Sex: Male or Female (circle one)

Neutered/Spayed: Yes or No (circle one) yes

Color and distinctive markings: _____

Approximate age or date of birth: _____

Origin of dog: _____

2. The parties agree that the Adoptee specified in Paragraph 1 is a unique form of property, in that it is a live animal in need of daily care by the Adopter.

3. TKR agrees and warrants (strike out and initial those that do not apply):

The Adoptee received the following vaccinations:

_____ (vaccine) _____ on _____ (date) _____

_____ (vaccine) _____ on _____ (date) _____

_____ (vaccine) _____ on _____ (date) _____

The Adoptee has been tested for heartworm and the results of the test are negative.

4. The parties agree that the TKR shall retain a security interest in the Adoptee, pursuant to TEXAS law to ensure the performance of all obligations of the Adopter under this contract.

5. The parties agree that breach of this contract by the Adopter shall result in the immediate reversion of ownership of the Adoptee to TKR, by the application of applicable State law and the attachment of the security interest reserved to the TKR in the Adoptee.

6. The parties agree that should any provision of this agreement be void under Texas law, that said void paragraph may be stricken and the remaining provisions remain in effect and are binding.

7. The Adopter agrees to donate the sum of \$_____ (or more) to the TKR, a recognized Keeshond rescue organization, or other Keeshond rescue organization, to partially defer the costs to the TKR. This donation is NOT refundable, except as specified in Paragraph 9.

8. The parties agree that in the case of a dog which has not been voluntarily released to TKR by its owner and/or which has not been obtained from a government operated or sanctioned entity which is empowered by law to transfer or otherwise dispose of such dog free and clear of any claim of ownership, that TKR cannot guarantee that it has absolute, free and clear title to such a dog and that no claim of ownership will ever be made against such dog.

9. The parties agree that in the event that a claim of ownership as discussed in Paragraph 8, above, is made against Adoptee, and the Adopter returns such dog voluntarily or pursuant to an Order of Court, the fee specified in Paragraph 7 above, shall be refunded. In no event shall the TKR be liable for any costs incurred of any nature beyond this fee.

10. The parties agree that Adoptee shall never be sold or given to any person, except as specified in Paragraph 9, above, without prior consent by TKR.

11. The Adopter agrees to keep a collar with the Adoptee's current rabies numbers, and ID tag with Adopter name, phone, name of dog, on at all times. If the local government requires dogs to be licensed, a current license tag is also required.

12. The parties agree that TKR places the Keeshond with no warranty as to the physical condition or temperament of the dog, and that the Adopter takes the dog as is with all defects either observable or unobservable and assumes full risk for such dog from the date of signing of this Contract.

13. The Adopter agrees to care for the Adoptee in a humane manner, including but not limited to, providing adequate food, water, shelter, exercise, grooming, and veterinary care for the duration of the Adoptee's life.

14. The Adopter agrees to provide an adequate fenced exercise area or provide a safe overhead-track exercise tie-out system. Under no circumstances is the Adoptee to be tied to anything at ground level. If the provision of a fenced area or overhead track exercise is not possible, then it is agreed that the Adoptee will be exercised by walking or running, on a leash, with the Adopter, for at least three periods of at least 20 minutes duration each per week.

15. The Adopter agrees that the Adoptee must be protected by being on a leash at all times when outside a fenced enclosure, and that at no time will the Adoptee be transported in the open bed of a pickup truck, or left unattended in a closed vehicle. Under no circumstances is the Adoptee ever to be transported in a manner that would be considered unsafe for humans or animals.

16. The parties agree that the Adoptee is placed as a pet, with no warranty as to the quality of the dog, and with no right to register the dog with the American Kennel Club except for limited registration for competitive events only.

17. Adopter agrees to notify the Rescue Service immediately in the event the Adoptee is lost or stolen, and at the time of the Adoptee's death.

18. The Adopter agrees to notify TKR of any change in telephone number and/or address within TEN days of this change.

19. The parties agree that should the Adopter breach any of the agreements contained in this Contract, TKR has the right to rescind this Contract and demand return of the Adoptee. Should the Adopter fail to return the Adoptee, the TKR may seek an Order from the court of competent jurisdiction for the return of the Adoptee, and legal costs incurred during that action.

20. The parties agree that the Adopter may request that the TKR take the Adoptee back at any time and for any reason. The reason for the return must be specified in writing prior to the return.

21. The TKR has no knowledge of the temperament and behavior of the dog being placed, except as follows:

22. The parties agree that the Adopter assumes all responsibility for the dog's actions after the Adoptee is placed with the Adopter. The Adopter agrees to hold TKR harmless for any actions of the Adoptee after it is placed with the Adopter.

24. The parties agree that the Adopter agree to allow, upon reasonable advance notice, regular follow up evaluations, by telephone, email and in the form of in-person visits.

25. The parties agree that in the event of documented abuse or mistreatment of the Adoptee, the TKR will immediately take the Adoptee back. This is in addition to any other sanctions or prosecutions by local government authorities.

26. The parties agree that this Contract is governed by the laws of the State of TEXAS, even if the Adoptee is subsequently removed from that state.

27 The parties agree that this contract is their complete agreement, and they agree to be bound by it. There are no other agreements between the parties. Fill in the information below, sign, and date:

Adopter: _____
Signature: _____
Date: _____
Adopter's Address: _____
City: _____ State: _____ ZIP: _____
Telephone: Day: _____ Evening: _____
E-mail Address: _____

TRISTATE KEESHOND RESCUE & RAILROAD:

Tristate Keeshond Rescue & Railroad Agent: _____
Signature: _____
Date: _____
Agent's Address: _____
City: _____ State: _____ ZIP: _____
Telephone: Day: _____ Evening: home _____
E-mail Address: _____

Alternate TKR Representative (no signature required): _____
Address: _____
City: _____ **State:** _____ **ZIP:** _____
Telephone: (H) _____ **(C)** _____ **(Other)** _____
E-mail Address: _____

This entire document may be reproduced for use as a contract between the Keeshond Rescue and Railroad and prospective foster homes, as well as by other rescuers and groups. It is a legally binding contract and you should consult your attorney before signing a copy of it, if you have any doubts as to its meaning and what you are agreeing to. All copies of this document must carry this disclaimer.