

Central Illinois Sheltie Rescue

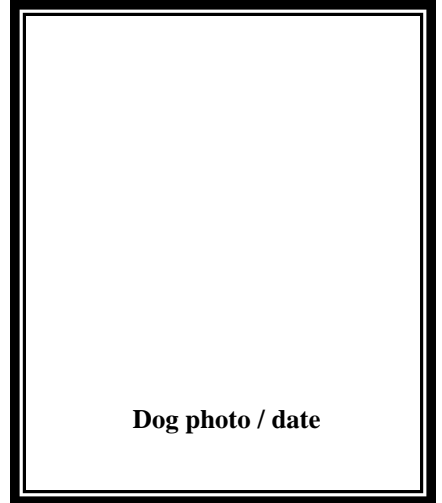
Adoption Contract and Agreement

This Agreement is made and hereby entered into, on _____ by and between **CENTRAL ILLINOIS SHELTYE RESCUE** (hereafter may be referred to as "CISR"), and _____ hereafter referred to as "Adopter"). The dog described below may hereafter be referred to as the "Dog" or Rescue Sheltie. The purpose of this contract is to ensure that adopter provides the Dog with the best possible care and treatment throughout its lifetime.

Name: _____ Weight: _____
Breed: Sheltie Sex: _____ (altered)
Color: Sable & White Age: _____
Micro Chip: AVID xxx-xxx-xxx DOB: _____

In consideration of a donation of \$ _____, CISR agrees to allow Adopter to adopt this Rescue Sheltie according to the terms set forth in this contract. CISR warrants that as of the Agreement date and to the best of its knowledge the Dog:

Is current on all shots, altered, HW negative, wormed, micro-chipped.
 Is in good health, and free of any diseases.
_____ Other:



ADOPTER UNDERSTANDS AND AGREES TO ABIDE BY THESE FOLLOWING TERMS AND CONDITIONS OF ADOPTION:

1. Adopter completed an adoption application which is attached and incorporated herein as a part of this Agreement.
2. As of this date of adoption, Adopter agrees to take ownership of the above Dog. This includes all medical / Vet care, medication, food, grooming, and housing care.
3. If, within one month, for any reason you decide the Dog is not right for you or your family, you may return the Dog to CISR for a refund of your donation. After one month, there is no refund available, but you must still return the Dog to CISR should you no longer want to keep this dog.
4. At this date of adoption, to the best of our knowledge, the Dog has no medical needs that have not been treated or disclosed above. However, should a medical need arise, either a new issue, or one that we missed, Adopter agrees to 1) let us know of the issue right away, and 2) either pay for the vet care himself, or return the Dog to CISR for a refund of the adoption donation (as outlined in the paragraph above). CISR does not pay for, nor reimburse for any veterinary services performed outside of our program.
5. **The Adopter agrees that ownership and/or possession of the Dog is not transferable, and the Dog will not reside with anyone other than Adopter except for temporary boarding while Adopter vacations** (see bold items on page 2). Adopter agrees that if for any reason he/she is unable or unwilling to house and care for the Dog, or if he/she should no longer want to retain ownership of the Dog, that Adopter will immediately, at Adopter's expense, return the Dog to CISR in McLean County, Illinois. It is the Adopter's responsibility to transport the Dog back to CISR in a safe and approved manner.
6. **Adopter MUST register this new sheltie with its Microchip Company within 5 days of taking the Dog.** Paperwork to do so is included in your adoption folder. Adopter must notify CISR when this has been done.
7. Adopter shall treat this animal in a humane and loving way at all times, and to make sure that anyone temporarily caring for the Dog will do the same. Failure to do so will be a breach of this Agreement.
8. The Adopter shall provide the Dog with proper veterinary care as is recommended by his or her veterinarian, for the rest of the Dog's life. This includes yearly vaccinations and prevention of parasites, and fleas and ticks. Adopter shall keep the Dog on a monthly heartworm prevention and flea control program throughout the Dog's entire lifetime. Adopter shall take the Dog to his/her veterinarian for a routine check up at least once every year, and to follow the advice of his veterinarian. Adopter shall give CISR permission to verify this care by contacting and talking with the Dog's veterinarian.
9. Adopter shall immediately have an ID tag made, and attach it to the Dog's collar. **Adopter shall make certain the Dog wears its collar with ID tag at all times.** The information on the tag should include your at least Adopter's phone number. Adopter agrees to make certain ID tag always has Adopter's current information.
10. Adopter shall license the Dog according to any local ordinances.
11. Adopter shall feed a wholesome, premium dog food, and have fresh water available at all times. Generic dog food, store brand dog foods, or no-name dog foods are not considered premium food.
12. The Dog is being placed with the strict understanding that it is going to a private home, to live as an indoor pet. Adopter understands and shall cause the Dog to reside in the home of the Adopter, not outside. An indoor pet shall mean the Dog will be inside adopter's home except for supervised playtime outside and for purposes of urination and bowel movements. **The Dog may never be left outdoors if Adopter is not home.**

13. This dog is never to be allowed to run loose in an unfenced yard.
14. Adopter understands that CISR will never place a known biter. However, Adopter is fully aware and does understand that **any** dog may bite if provoked, or if scared, sick or injured.
15. The dog's known background and medical history have been discussed with Adopter. Adopter understands that CISR has made no representation concerning the health, condition, training behavior, or temperament of the Dog.
16. **CISR reserves the right to enforce this contract in order to protect the welfare of the Dog. Adopter understands that CISR may examine and make inquiries about the Dog at any time. Refusal to cooperate with inquiries of the Dog shall be considered a breach of contract.**
17. **Adopter hereby agrees that if, at any time, ANY of the terms and conditions of this Adoption Agreement are violated, CISR reserves the right to terminate this Agreement, and to ask that the Dog be returned to them (at the CISR location in McLean County, Illinois) within 72 hours. Adopter agrees to pay the minimum sum of damages to CISR in the amount of (i) \$2,500.00 (Twenty-Five Hundred and NO/100 Dollars) plus (ii) actual roundtrip travel costs incurred from the City of Bloomington in the State of Illinois to the Dog's location for both the Dog and a CISR representative and (iii) actual costs incurred for veterinary fees to return the Dog to its health as of the date of this Agreement. Failure of Adopter to pay the above described damages shall allow CISR to pursue any and all remedies of law available including damages for the time, paperwork, and hours spent investigating and pursuing the breach of the Agreement.**
18. **Adopter hereby waives any challenge to venue and agrees that the appropriate venue of this matter is the State of Illinois, and the County of McLean. Furthermore, Adopter agrees to accept service of process by certified mail, return receipt requested, to the address provided in the Agreement, and Adopter specifically waives any right to receive personal service of any legal action or otherwise.**
19. **A non-breaching party of this Agreement shall be entitled to reasonable legal fees in addition to any other damages described herein. Legal fees shall include but are not limited to attorneys' fees and court costs.**
20. **The terms of this Agreement shall survive the transfer of the Dog to the Adopter and said terms and conditions shall be enforceable for the life of the Dog and after the death of the Dog if there is a reasonable determination that the Dog's death is due in part to the Adopter's violation of the terms and conditions of this Agreement.**

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, AND DO HEREBY AGREE TO ALL THE ABOVE TERMS.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (H) _____ (W) _____ (C) _____

Driver's License # / State: _____ / _____

Adopter's Signature: _____ Date: _____

CISR Representative's Signature: _____ Date: _____

Checks returned by the issuer's bank for any reason shall be a breach of this Agreement and shall be subject to the terms of this Agreement and subject to the maximum penalties under the laws of the State of Illinois.