

2nd Chance 4 Life Rescue

NEW ADOPTERS NEED THE FOLLOWING MAILED.

_____ Contract
_____ Medical Records
_____ Rabies Certificate

This Adoption Contract (the "Agreement") made and entered into on this date: Shirley A Kurtz
by 2nd Chance 4 Life Rescue (**hereinafter RESCUE**) and April 12, 2015 (**hereinafter**
ADOPTER) regarding the adoption of

NAME: Ritter (hereinafter **ADOPTEE**).
BREED: Cocker Spaniel **GENDER:** Male Female **ID TAG #** 15-0008

Whereas **ADOPTER** has expressed an interest in adopting **ADOPTEE**; and whereas **RESCUE** has agreed to enter into this binding contract with **ADOPTER** and whereas **RESCUE** and **ADOPTER** desire to have their rights, obligations and duties specified herein. Now therefore, for and in consideration of the mutual covenants and promises contained herein, the Parties, each intending to be legally bound, freely enter into this Agreement as follows:

Sak 1. **PURPOSE** The **ADOPTER** hereby adopts and the **RESCUER** hereby places the **ADOPTEE** into **ADOPTER'S** care as a companion dog and family member for the purpose of providing a permanent loving home for the **ADOPTEE** and to further the work of **RESCUER** in reducing canine overpopulation and improve the unnecessary suffering and destruction of unwanted companion animals.

Sak 2. **CONSIDERATION.** **ADOPTER** agrees to pay a fee of \$ 350 to **RESCUE**. \$ _____ additional donation to help offset some of the costs that **RESCUE** incurs in the rescue and care of unwanted companion animals. **ADOPTER** understand that their donation is a contribution freely given, not a purchase price or adoption fee; no goods or services were provided in exchange for their donation. Donations are not refundable. **ADOPTER** agrees to abide by all the covenants of this agreement in order to assure **RESCUE** that the **ADOPTEE**, as a unique form of property, having both awareness and feelings, will be properly cared for, cherished and provided for by **ADOPTER** in order to ensure **ADOPTEE'S** continued and future happiness and well being.

3. CARE OF ADOPTEE

Sak A. **STATUS OF ADOPTEE.** ADOPTEE is being adopted as a family member and will be given extensive house privileges. i.e. Sleep inside the house, be allowed freedom of the house when the family is home, and will NOT be restricted to the yard at ANY time. ADOPTER agrees that ADOPTEE will not be used as a guard animal or as a toy for children, or for any other purpose than as a companion and family member.

Sak B. **SAFE ENVIRONMENT.** ADOPTEE will be provided with proper food, shelter, fresh water at all times, with ample room for outdoor exercise. **ADOPTER will not use tie outs or underground fencing with ADOPTEE.** 2nd Chance 4 Life Rescue will reclaim ADOPTEE on the spot simply by coming to the property with the Director if it is found that the ADOPTER has violated this clause. No legal document other than this contract shall be necessary.

Sak C. **VETERINARY CARE.** ADOPTEE will be examined by ADOPTER'S veterinarian within seven days after adoption and will be provided with medical treatment as needed. ADOPTER agrees that any veterinary problems that may arise, including serious illnesses requiring emergency care or surgery and ADOPTER'S responsibility and that ADOPTER will bear all related costs and will provide the best available care to ADOPTEE in a timely manner. ADOPTER will email or send documentation of veterinarian visit within 14 days.

Adopter Initial & Date Sak 4-12-2015

Sah D. **IDENTIFICATION.** **ADOPTEE** will wear a collar at all times, with a 2nd Chance 4 Life Rescue ID tag AND a personalized identification tag including the name, address, and phone number of **ADOPTER** attached to the collar.

Sah E. **LEASH AND COLLAR.** **ADOPTEE** will be kept on leash when on public streets or in parks or other unfenced areas. **ADOPTEE** will be walked using a slip collar or harness and will **NOT** be walked at any time with a leash attached to **ADOPTEE's** identification collar. **ADOPTER** understands that the identification collar is not a secure restraint and that if **ADOPTEE** manages to slip out of the collar; **ADOPTEE** will be loose without identification.

Sah F. **TRANSPORTING ADOPTEE.** **ADOPTEE** will be properly restrained, preferably using either a secured crate or seat harness, when transported in any vehicle. **ADOPTEE** will **NEVER** be transported in the back of an open vehicle or pickup truck and car windows will never be down far enough for **ADOPTEE** to fit through.

Sah G. **NO RIGHT TO TRANSFER/EUTHENIZE ADOPTEE.** **ADOPTER** will **NOT** transfer possession or ownership of **ADOPTEE** (by gift, sale, or any other means) to another person or entity, including any company, organization medical research facility, pound or animal shelter, or any other entity. If at any time in the future **ADOPTER** cannot continue to provide proper care or environment for **ADOPTEE** for any reason, or otherwise decides that **ADOPTER** no longer wishes to maintain possession or ownership of **ADOPTEE**, **ADOPTER** will notify **RESCUE** immediately and will do one or more of the following.

* Obtain approval from **RESCUE** to transfer the ownership of **ADOPTEE** to a friend or relative. **RESCUE** must approve the new **ADOPTER** and the new **ADOPTER** will be required to execute a "Dog Adoption Agreement" with **RESCUE**; or

* Continue to board **ADOPTEE** under all terms of this Agreement for an agreed upon time, allowing **RESCUE** to actively seek a new home, and then relinquish **ADOPTEE** to **RESCUE** when a home is found; or

* Return **ADOPTEE** to **RESCUE**.

ADOPTER will **NOT** euthanize **ADOPTEE**, and will **NOT ALLOW** adoptee to be euthanized, except in the case of terminal illness or injury, or old age accompanied by pain and suffering and in that case, the euthanasia must be performed by a licensed veterinarian in a private animal clinic or hospital. It is understood that if the **ADOPTEE** has become aggressive after living in the **ADOPTERS** care the **RESCUE** will have the right to refuse to accept the return of the **ADOPTEE** and require training or a physicians suggestion concerning the future of the **ADOPTEE**

Sah H. **CHANGE OF CONTACT INFORMATION.** **ADOPTER** will notify **RESCUE** of all changes of address and/or telephone within 30 days after the change.

Sah I. **NO OBLIGATION TO RETURN.** **ADOPTER** understand that if **ADOPTEE** is lost and is recovered by **RESCUE**, **RESCUE** has no obligation to return **ADOPTEE** to **ADOPTER** until it has completed a review of the circumstances involved in **ADOPTEE'S** loss. **ADOPTER** further understands that if the loss was the result of the negligence or failure to comply with the covenants of this Agreement, **RESCUE** reserves the right not to return **ADOPTEE** and to place **ADOPTEE** into a new home.

Sah J. **ESTATE PROVISION.** **ADOPTER** agrees to provide for care of **ADOPTEE** in their Will or estate. **2nd Chance 4 Life Rescue Adoption Agreement must be included.**

Adopter Initial & Date

Sah 4-12-2015

K. NOTICE OF LOSS OR DEATH. *ADOPTER* will immediately notify *RESCUE* if *ADOPTEE* is lost and will follow *RESCUE'S* instructions as to how best to recover *ADOPTEE*. *ADOPTER* will also notify *RESCUE* if *ADOPTEE* is deceased.

L. FOLLOW UP VISITS. *ADOPTER* understands and agrees that *RESCUE* is fully entitled to make follow up visits or phone calls to ascertain that all of the covenants of this agreement are being satisfied. *ADOPTER* is obligated to cooperate with *RESCUE* in setting and keeping appointments.

4. RIGHT TO RECLAIM. *ADOPTER* understands and agrees that *RESCUE* reserves the right to reclaim *ADOPTEE* if any of the above conditions are not met to the satisfaction of *RESCUE*.

5. NO WARRANTY. *RESCUE* makes no warranty as to the temperament, breed, age, or physical condition of *ADOPTEE*. *ADOPTEE* is being adopted "as is".

6. SPECIAL DISCLAIMER. All warranties with regard to *ADOPTEE*, including any implied warranty of merchantability and fitness for a particular purpose, where they are applicable, are hereby specifically disclaimed.

**2nd Chance 4 Life Rescue
Elizabethtown, PA 17022**

7. RELEASE AND INDEMNIFICATION. *ADOPTER* hereby releases *RESCUE* from any and all liability for personal injury, property damage, legal fees, or veterinary care, or any other expense or liability incurred by *ADOPTER* as a result of this adoption.

8. SEVERABILITY. In the event any provisions or covenants (or any portion thereof) of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

9. GOVERNING LAW. All question with respect to the construction of this agreement and the right and liability of *RESCUE* and *ADOPTER* shall be governed by the laws of the State of PA in effect as of the date hereof, regardless of the current or future state or county of residence of *ADOPTER*.

10. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding between *RESCUE* and *ADOPTER*. No modifications of or amendment to neither this Agreement nor any waiver of any right under this Agreement will be effective unless in writing signed by the director or officer of *RESCUE* and *ADOPTER*. Any subsequent modifications or changes will not affect the validity or scope of this agreement.

Special Need Adoptee _____


Additional Comments/Clauses/Requirements for Adoption _____


Adopter Initial & Date _____

SHIRLEY A. KURTZ
2672 NORTHFIELD DR.
EAST PETERSBURG, PA 17520-1047

598

April 22, 2015 60-1273/313
Date 008

Pay to the Order of 2nd Chance 4 Life Rescue \$ 350⁰⁰/₁₀₀
Three Hundred and Fifty⁰⁰/₁₀₀ Dollars  Security Features Details on Back.

 **PNC BANK**
PNC Bank, N.A. 040
Central PA

For for Ritter Shirley A. Kurtz MP

⑆031312738⑆ 5110535201⑆ 0598