

Quad Cities Canine Karen Yeager - Owner/Trainer 928 202-7564 PO Box 25373; Prescott Valley, AZ 86312 quadcitiescanine@gmail.com www.quadcitiescanine.com

ADOPTION CONTRACT

This addendum is attached to <u>Quad Cities Canine Adoption Application</u> signed by

______ (Adopter), dated _______.

Quad Cities Canine Adoption Application and this attached addendum supersede and replace all previous agreements, memoranda or correspondence, whether written or oral among the parties with respect to the subject matter of this Contract.

This agreement made the	day of	, 20	, by and between
Adopter and Quad Cities Canine:			
Adopter:			

Phone:	Email:

Physical Address:	

Mailing Address: _____

Upon payment of the sum of \$_____ (the "Adoption Amount") paid by Adopter to Quad Cities Canine, Quad Cities Canine shall grant, sell, convey and transfer ownership of the following dog ("The Dog") to Adopter with an estimated delivery date of ______:

Name of Dog:	Sex: Male / Female neutered / spayed / unaltered
Breed:	Color:
Date of Birth:	Date The Dog must be spayed/neutered by:

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of The Dog with anticipated delivery date of May 19, 2024.

Date	Signature of Adopter	
Date	Signature of Quad Cities Canine	

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TERMS AND CONDITIONS

All dog adoption contracts approved by Quad Cities Canine are subject to the following terms and conditions:

- 1. Adopter understands that the reservation fee of \$______ is non-refundable.
- Adopter agrees to assume total financial responsibility for The Dog as of the delivery date. Quad Cities Canine and its agents will not be held responsible for any damages or expenses (veterinary or other) incurred during Adopter's ownership of The Dog.
- 3. Adopter agrees that The Dog will be kept only as a domesticated pet.
- 4. Adopter will feed The Dog at least twice a day and will provide a fresh supply of water at all times.
- 5. Adopter agrees to comply with the law, if applicable, regarding sterilization of The Dog. It is Adopter's responsibility to find out what regulations apply in their state and/or local of residence. Violations by Adopter of laws which pertain to timely sterilization that result in civil penalties are the sole responsibility of Adopter and Adopter agrees to hold Quad Cities Canine harmless of any liabilities resulting from Adopter's failure to comply with such laws.
- 6. Adopter agrees to have The Dog spayed or neutered by the date specified above by a licensed veterinarian and will forward proof upon request by Quad Cities Canine. Failure to comply with this requirement may result in the surrender of The Dog to Quad Cities Canine without a written finding from a licensed veterinarian that The Dog's health would be unduly endangered by the standard sterilization procedure.
- 7. Adopter will take The Dog to a licensed veterinarian when vaccinations are due but in no event later than one month past the due date. Adopter will provide all required and/or needed veterinary care, including: rabies shots as required every one or three years; annual booster shots and fecal checks for internal parasites (worms); and prompt treatment by a licensed veterinarian for any illness or injury.
- Adopter will ensure proper licensing of The Dog and will attach the appropriate license tags, rabies tag, and personal identification tag to a non-choke collar to be worn at all times. Adopter will ensure compliance with all applicable local and state licensing statutes.
- 9. Adopter is adopting The Dog for themselves and agrees not to give away, sell, or trade The Dog, even as a gift to a friend or family member. If for any reason Adopter is unable to provide care for The Dog, Adopter agrees to return the animal to Quad Cities Canine. Adopter shall not offer the animal for sale or give the animal to any third party without the prior written consent of Quad Cities Canine. Adopter will neither abandon or take The Dog to a shelter and must notify Quad Cities Canine, without delay, if they can no longer care for or keep The Dog. Adopter agrees to give Quad Cities Canine reasonable time to rehome or place The Dog in an approved foster home, if available. Adopter must notify Quad Cities Canine of any behavioral problems that have occurred at any time before Adopter returns The Dog and Adopter agrees to pay for a professional trainer's evaluation in case of biting or aggression.
- Adopter understands that the puppy/dog will never be intentionally placed in a dog shelter or rescue. If The Dog is intentionally placed in a shelter or rescue, there will be a \$500 penalty plus travel expenses.
- 11. Adopter represents that all family members have agreed to the adoption of the animal and that all family members will abide by the terms of this agreement. Adopter further represents that he/she is eighteen years of age or older.

- 12. The Dog will never run loose or roam or be chained or tied up.
- 13. The Dog will not be attack-trained, have his(her) ears cropped or tail docked or subject to any other physical, mental, or emotional abuse nor be used for any purpose other than companionship.
- 14. Quad Cities Canine strongly recommends Adopter take The Dog to obedience training classes as a puppy, and/or as an adult with a qualified dog trainer. Obedience training classes help avoid temperament and behavior problem and assist Adopter with setting and enforcing rules.
- 15. Adopter represents that he/she has never been subject to legal action for cruelty to or neglect of animals. Adopter further represents that he/she has never owned an animal which has been confiscated by any animal control or humane Quad Cities Canine for violations of state or local animal control regulations or animal adoption agreements.
- 16. Adopter resides in dwelling that permits dogs and acknowledges this adoption will not be a violation of any existing residential agreement. If Adopter is a tenant, then Adopter agrees to provide written permission from the landlord consenting to The Dog adoption. If Adopter moves to a residence that does not allow pets, Adopter agrees to surrender The Dog to Quad Cities Canine as agreed to above.
- 17. Adopter agrees to notify Quad Cities Canine if there is a change in address, phone number or email in order to keep the lines of communication open. Adopter agrees to remain in contact with Quad Cities Canine in regard to puppy/dog by providing a current photo at least once a month until the puppy turns 1 year old. After the puppy turns 1 year old, Quad Cities Canine may contact Adopter from time to time asking for a photo or video and a short update. If Adopter refuses to provide Quad Cities Canine with the necessary information in regard to the puppy update requirements, after 3 failed attempts, Quad Cities Canine has the right to take the puppy back without a refund. If Adopter posts photos of the dog on Social media at least once a month and Quad Cities Canine has access to the account, there is no need to send additional updates.
- 18. If, in the judgment of Quad Cities Canine, the animal is receiving inadequate care, is being improperly housed or handled, has been abused, has not been spayed or neutered by the specified date or new owner breaks ANY of the terms in this contract, Adopter agrees Quad Cities Canine has the right to take possession of The Dog without a refund, take legal action, and charge the monetary fines described below. The Adopter will also be responsible for all travel expenses if The Dog is returned to Quad Cities Canine.
- 19. In the event The Dog becomes lost or dies, Adopter will immediately notify Quad Cities Canine. Adopter will also immediately notify Quad Cities Canine of any change of contact information (address, phone number, or email address).
- 20. Adopter agrees to pay Quad Cities Canine the sum of \$500.00 as liquidated damages in the event the terms of this contract are breached; this liquidated damage value does not bar Quad Cities Canine from seeking the return of the animal by judicial process or other legal means if necessary. If legal action is instituted, Adopter agrees to pay reasonable attorney's fees and court costs.
- 21. The Dog's known background and medical history have been discussed with Adopter and Adopter understands that Quad Cities Canine has made no representation concerning the health, condition, training, behavior, or temperament of The Dog.
- 22. Quad Cities Canine does not refund/guarantee temperament, adult size, adult weight, confirmation, coloring/markings on puppy/dog. Adopter is purchasing The Dog as is.

- 23. Adopter agrees not to criticize, defame, slander or badmouth Quad Cities Canine on any public platform including social media or legal action will take place. If Adopter has any issues or concerns with Quad Cities Canine or The Dog, Adopter will privately work out the issue in an appropriate manner.
- 24. Adopter agrees to permit Quad Cities Canine to make inquiry about and enforce any of the above conditions and requirements at any time after adoption. This can include contact with veterinarian.
- 25. Adopter grants Quad Cities Canine the right to make periodic visits to Adopter's premises for the purpose of checking on the health and general welfare of The Dog and to verify that The Dog has been spayed or neutered in accordance with the terms of this agreement.

Adopter hereby declares that he/she is aware:

- That animals are different from human beings in their responses to human actions;
- That the actions of animals are often unpredictable.
- That an animal's behavior may change after it leaves the Quad Cities Canine location and accustoms itself to a home or other different environment; and
- That Quad Cities Canine makes no claims as to the temperament, health, or mental disposition of any animal put up for adoption.
- Adopter understands that there will be NO REFUNDS OF ADOPTION FEE.

Adopter hereby accepts possession of, title to (subject to the conditions of the adoption contract), and responsibility for The Dog adopted at their own risk and agrees to release and discharge Quad Cities Canine and Karen Yeager forever from liability for any injury or damages to any person or property arising out of possession and ownership of The Dog, and from any causes of action, claims, suits, or demands whatsoever that may arise as a result of such injury or damages.

ADOPTER UNDERSTANDS THAT FAILURE TO COMPLY WITH ANY OF THE ABOVE PROVISIONS WILL RESULT IN FORFEITURE OF THE DOG TO QUAD CITIES CANINE.

Adopter understands that by voluntarily signing this agreement, Adopter is entering into a legal and binding contract with Quad Cities Canine. Breach of any term(s) of this agreement is deemed actionable by Quad Cities Canine. In the event there is a violation of the agreement, Adopter agrees to pay a minimum of \$500.00 in damages. Additionally, in order to facilitate the collection of damages for breach of contract, Adopter waives any challenge to venue and agrees that the appropriate venue for this matter is the State of Arizona, and the County of Yavapai. Furthermore, Adopter agrees to accept service of process by certified mail, return receipt requested, to the address provided in this adoption contract, and specifically waive any right to receive personal service.

Date	Signature of Adopter	
Date	Signature of Quad Cities Canine Representative	