



HEART OF DIXIE AKITA RESCUE, INC.

Adoption Contract

Rev. 6-062806

THIS ADOPTION CONTRACT (hereinafter referred to as "Contract,"), made and entered into this day of _____, 20____, by and between Heart of Dixie Akita Rescue, Inc. (hereinafter referred to as "HOD"), and

(hereinafter referred to as "Adopter" whether one or more persons).

WHEREAS, in order to protect the Akita breed, HOD does accept for placement from individuals, animal shelters, humane societies, and other persons and entities, Akitas that are homeless, and

WHEREAS, HOD does attempt to place such Dogs where possible in suitable homes in consideration for the payment of a fee, said fee to be determined on a per-case basis.

NOW, THEREFORE, it is agreed as follows:

1. HOD does agree to place for adoption the following described AKITA (hereinafter referred to as "Dog") with the Adopter: (type in answers, other wording will move to the right)

Name of Dog: _____ Age: _____
Sex: _____ Spayed/Neutered: _____
Color: _____ Markings: _____
Rabies Tag No.: _____ Microchip No.: _____
Microchip registered to: Heart of Dixie Akita Rescue, Inc. (Primary) and _____
(Secondary)
Origin of Dog: _____

2. Adopter agrees to pay the sum of _____ to defray the routine medical costs for the Dog. This fee is refundable anytime during the adjustment period of _____ weeks upon return of the Dog to a designated representative of HOD, but at no time thereafter. The adjustment period is to be determined on a case-by-case basis.

3. Adopter agrees to pay a handling charge of no less than \$35.00 (Thirty-five Dollars) per instance, or appropriate fee governed by relevant state law, to HOD for any and all returned checks.

4. Adopter agrees the Dog will be kept as a home companion and will share Adopter's home, being given the same considerations as a family member.

5. Adopter agrees to never subject the Dog to abuse or cruelty at any time.
6. Adopter will not use, nor will he/she allow, the Dog to be used for Dog fighting, animal research, or any illegal purpose. Adopter agrees that the Dog will not be attack or protection trained, and will not be used for guard work or in any commercial endeavor.
7. If for any reason Adopter is unable to keep this Dog for its lifetime, Adopter must contact HOD and make arrangements to return Dog to HOD at Adopter's expense. Adopter agrees not to sell, give away, or dispose of the Dog in any other manner without prior consent in writing from HOD, except euthanasia for medical reasons at the advice of a licensed veterinarian. Said veterinarian shall provide documentation of reason for and method of euthanasia to HOD for its records. Adopter further agrees not to relinquish the Dog to any animal shelter, pound or humane society.
8. Adopter agrees to have the Dog immediately licensed in his/her jurisdiction.
9. Adopter further agrees to keep a sturdy collar on the Dog at all times and to keep personal ID tags, HOD ID tag (if provided), rabies tag, registration tag if provided by the local jurisdiction, and microchip tag (once received) on the collar at all times.
10. Adopter agrees to always keep the Dog on leash attached to an appropriate restraint device, i.e., slip or choke collar, pinch collar, head collar, Martingale collar, harness, etc., when walking or training the Dog. Adopter agrees never to leave any potentially dangerous or injurious device on the Dog when it is unattended or unsupervised.
11. It is expressly understood that HOD places the Dog with no warranty as to the physical condition or temperament of the Dog. Adopter accepts this Dog Aas is@ with all defects, either observable or unobservable, and assumes all risk for such Dog from the date of his/her signing of this contract.
12. It is expressly understood that HOD has NOT done any independent investigation as to the Dog's history. This Dog has not bitten anyone while in HOD custody and, to the best of HOD's knowledge this Dog has not been declared "dangerous" or "vicious" under the laws of any state or other jurisdiction.
13. Adopter agrees to care for the Dog in a humane manner, including, but not limited to providing water, premium quality food, shelter, exercise and veterinary care, including vaccinations, parasite checks, dental care, and any other care in accordance with the attending veterinarian's recommended schedule for the duration of said Dog's life, all in a manner satisfactory to HOD.
14. Adopter agrees to maintain the Dog on heartworm prevention schedule recommended by attending veterinarian throughout the life of the Dog.
15. Adopter agrees that the Dog will be protected by being on a leash when outside a fenced enclosure. Adopter agrees that if the Dog is allowed off leash in a fenced enclosure, it

must be constructed of appropriate materials and be of sufficient height to contain the Dog. Under no circumstance is this Dog to be routinely tethered as a means of confinement.

16. Adopter agrees never to allow a person under the age of 18 to walk the Dog unless accompanied by a responsible adult (age 18 or older).

17. Adopter agrees never to leave the Dog alone unsupervised with children under the age of 16.

18. Adopter agrees to enroll and successfully complete an obedience course with the Dog within the first 6 (Six) months after the signing of this Adoption Contract, and providing HOD a copy of the certificate of completion within 2 (Two) weeks of said completion.

19. Adopter agrees that at no time will the Dog be transported in the open bed of a pickup truck or left in a vehicle when the outside temperature exceeds 70~~°~~^xF (Seventy Degrees Fahrenheit) or when vehicle is parked in direct sunlight.

20. Adopter agrees that the Dog will be confined in the house when there is no one at home, except for prolonged absences such as vacation, when secure and proper care will have been prearranged for the Dog. Adopter also agrees that while outside without supervision, the Dog must be confined within an appropriate HOD-approved fenced yard, though only if Dog has access to an indoor area during inclement weather if no one is home. Dog MUST be confined in the house during inclement weather or extreme temperatures as defined by local veterinarians.

21. Adopter agrees to 2 (Two) home visitations, with or without notice, by a designated representative of HOD within the first 3 (Three) months following the effective date of this Adoption Contract to determine if the adoption is successful. Adopter will allow an annual visitation thereafter at the discretion of HOD.

22. Adopter agrees to grant HOD and its representatives access to his/her property without prior notice should HOD feel there may be noncompliance of the terms of this Contract.

23. Adopter agrees to notify HOD of any change of telephone number and/or address within 2 (Two) weeks of such change.

24. Adopter agrees to notify the issuing microchip company of any change of telephone number and/or address within 2 (Two) weeks of such change. Adopter will also notify HOD immediately to advise that the change has been made with the issuing microchip company.

25. Adopter agrees to notify HOD immediately by phone in the event this Dog is lost or stolen, and at the time of its death. HOD reserves the right to request and receive a veterinarian's "cause of death" statement in the event of the Dog's death.

26. Adopter agrees that should the Dog die of "unknown causes," in order to help the understanding of the breed, Adopter will request a necropsy of the Dog at the Adopter's expense and provide the written results to HOD.

27. Adopter agrees that HOD has provided him/her with a copy of the veterinary records including any vaccines administered. Initial_____

28. HOD has no knowledge of the temperament/behavior of this Dog except as follows:

29. Adopter agrees that he/she fully understands that HOD normally does not recommend that an Akita be placed into a home where there are children under the age of 12 (Twelve) present. If this particular placement involves children residing in the home under the age of 12 (Twelve), Adopter agrees to assume the risks of having an adult Akita in the home with young children, and Adopter will hold HOD, its Board of Directors, Officers, Agents, Members, Representatives, and Volunteers harmless in the event of injury to any child, whether provoked or unprovoked.

30. Adopter agrees that he/she fully understands that the Akita breed is known to be prone to dog aggression, especially toward dogs of the same sex, and the Akita breed is known to be prone to prey aggression directed toward small mammals, including wildlife, cats, and small dogs. Adopter also agrees to assume the risks of having an Akita in the home with other pets and/or small animals, and Adopter will hold HOD, its Board of Directors, Officers, Agents, Members, Representatives, and Volunteers harmless in the event of injury to any other pets and/or small animals.

31. Adopter agrees that he/she fully understands that the Akita breed is known to display primitive canine behavior patterns. When given a harsh correction, an Akita may respond to interpreted aggression with aggression. Therefore, HOD recommends positive training methods with limited punishment used only as absolutely necessary and of the minimal effective intensity.

32. Adopter agrees to always give first consideration to this Dog if a conflict should develop between this Dog and an animal brought into the home after the adoption of this Dog.

33. Adopter agrees that he/she has read the Breed Information Package given to him/her detailing health and behavioral characteristics of the Akita breed. Adopter agrees that he/she understands the risks of owning an Akita and freely accepts these risks.

34. The Adopter and HOD agree that the actual cash value of the Dog is \$500.00 (Five Hundred Dollars).

35. Should Adopter breach any of the agreements contained in this Contract, HOD shall have the right to rescind said Contract and demand return of this Dog at Adopter's expense. Should Adopter fail to return this Dog, HOD may seek an Order from a court of competent jurisdiction for the return of said Dog, along with any liquidated damages from Adopter in the

amount of \$750.00 (Seven Hundred Fifty Dollars), in addition to any sum paid for this Dog pursuant to this Contract plus attorneys fees and court costs.

36. Additional conditions of contract (if any):

Adopter Initial _____
Representative Initial _____

RELEASE OF LIABILITY AND INDEMNIFICATION

In consideration of HOD allowing me/us to adopt this Akita as our pet, I/we promise and agree to be solely responsible for this Dog, and to indemnify and hold harmless HEART OF DIXIE AKITA RESCUE, INC., its Board of Directors, Officers, Agents, Members, Representatives, and Volunteers from any and all claims of liability for the conduct of this Dog on and after the date of this signed Contract.

The undersigned(s) further agree(s) and intend(s) that this Release of Liability and Indemnification shall apply to all damages, known and/or unknown, anticipated and/or unanticipated, resulting from my/our adoption, ownership, and/or control of said Dog.

THIS IS A BINDING CONTRACT, ENFORCEABLE BY CIVIL LAW
AND GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA.

HEART OF DIXIE AKITA RESCUE, INC.
Post Office Box 2484
Leicester, North Carolina 28748-2484

Primary Adopter Signature

Rescue Representative Signature

Adopter Printed Name

Printed Name

Secondary Adopter Signature

Rescue Representative Signature

Printed Name

Printed Name

Adopter(s) Street Address

Adopter(s) City/State/Zip

Adopter(s) Mailing Address (if different): _____

Adopter(s) Email Address: Work: _____

 Home: _____

 Work: _____

 Home: _____

Adopter(s) Home Phone(s): _____

Adopter(s) Business Phone(s): _____

Adopter(s) Cell Phone(s): _____

Heart of Dixie Akita Rescue, Inc., can not and does not vouch for the temperament, health, or lineage of this Dog other than stated in this Contract. This Dog may have been in an unusual situation and, in many cases, without a known history, this Dog may not show its true nature or health for some time after placement.

HOD Representative:

Home:

Cell:

Work:

Email address:

Heart of Dixie Akita Rescue, Inc.

Post Office Box 2484

Leicester, North Carolina 28748-2484

www.hodakitas.org