



## Top RJ's Animal Rescue and Rehab

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501(c)(3):  
www.rjsrescue.org

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# ADOPTION AGREEMENT

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**In adopting and signing the adoption agreement, the parties hereto agree that the adopter shall abide by the following conditions:**

1. The Dog is being transferred to the adopter with the understanding that the adopter is taking possession of the Dog to treat and to be responsible for it as their own dog.
2. The Dog will be treated as a family member with loving care and affection. The adopter will do their best to ensure the Dog's safety and well-being.
3. The adopter will feed the Dog at least twice a day and will provide a fresh supply of water at all times.
4. The Dog will live inside the adopter's home and will not be isolated from the family. The adopter will never let the Dog run loose or roam, keep the Dog chained or tied up continuously in a yard, garage, patio, balcony, or pen, or leave the Dog outdoors, even in a fenced yard, when no one is at home.
5. The adopter will not have the Dog attack-trained nor will the adopter use it for any purpose other than companionship.
6. The adopter will not have any cosmetic surgery performed on the Dog (eg, ear cropping, tail docking). The adopter will never allow any physical, mental, or emotional abuse of the Dog.
7. The adopter will take the Dog to a licensed veterinarian for regular preventative care at least once per year. The adopter will provide all required and/or needed veterinary care as recommended by the attending veterinarian, including but not limited to: rabies vaccine, booster shots, fecal checks for internal parasites (worms), consistent heartworm preventative and prompt treatment by a licensed veterinarian for any illness or injury.
8. The adopter will ensure proper licensing of the Dog in compliance with all applicable local and state requirements.
9. The adopter will not use a choke/prong/shock type collar at any time, except for training under the guidance of a qualified dog trainer. This includes the use of an electronic bark collar or other kinds of correction collar.
10. The adopter is adopting the Dog for themselves and agrees to not give away, sell, or trade the Dog, even as a gift to a friend or family member. The adopter will neither take the Dog to a shelter nor abandon the Dog. The adopter understands that they must notify Top RJs Animal Rescue without delay, if the adopter can no longer care for or keep the Dog, and agrees to give Top RJs Animal Rescue a reasonable amount of time to rehome the Dog. The adopter is responsible for all logistics/expenses to physically return the dog to a Top RJs Animal Rescue representative in North Carolina if needed. Adopter must notify Top RJs Animal Rescue of any behavioral problems that have occurred at any time before the adopter returns the Dog, and the adopter agrees to pay for a professional trainer's evaluation in the case of biting or aggression.
11. In the event the Dog becomes lost, stolen or dies, the adopter will immediately notify Top RJs Animal Rescue. The adopter will also immediately notify us of any change of contact information for the adopter (address, phone number, email address).

12. This Dog's known background and medical history have been discussed with the adopter. However, the adopter understands that we've made no representation concerning the breed, health, condition, training, behavior, or temperament of the Dog. The breed listed by Top RJs Animal Rescue is a visual guess based upon physical appearance at the time of intake.
13. Training: The adopter agrees to take the dog to basic obedience training classes taught by a qualified trainer or personally teach the Dog basic obedience skills.
14. Spay/Neuter: If marked, the adopter agrees to have the animal spayed/neutered as noted in the Spay/Neuter Addendum, which is a part of this agreement, and will forward proof of such to us within 7 days of completion. Failure to comply with this requirement will result in the immediate return of the Dog to Top RJs Animal Rescue.
15. Medical/Behavioral Addendum: If marked, the adopter agrees to work with a professional trainer/behaviorist and/or qualified veterinarian per the terms of the attached Medical/Behavioral Addendum, which is a part of this agreement.
16. Adoption Donation. The adopter understands that the adoption donation (including any deposits) help defray Top RJs Animal Rescue expenses for food, sheltering, spaying or neutering, vaccinations and veterinary care, as well as the administrative burden for processing this adoption. Accordingly, adoption donations are NOT refundable. If the Dog is determined to not be a good match, we may work with the adopter to find another one of our dogs, at our sole discretion. Top RJs Animal Rescue will always take our Dogs back, but NO part of the adoption donation is refundable.
17. The adopter will allow Top RJs Animal Rescue to make inquiry about and enforce any of the above conditions and requirements at any time after adoption. This can include visits to the adopter's home and contact with the adopter's veterinarian.
18. The adopter affirms that no member of the household has been convicted of an animal welfare law violation such as neglect, cruelty, abandonment etc. If found to be, the dog will immediately be returned to Top RJs Animal Rescue.
19. The Dog is not legally adopted until the adopter has paid the adoption donation in full and submitted this properly executed contract.
20. THE ADOPTER UNDERSTANDS THAT Top RJs Animal Rescue and Rehab HAS THE RIGHT TO DEMAND RETURN OF THE DOG IF THE ADOPTER DOES NOT COMPLY WITH ANY OF THE ABOVE PROVISIONS. We have made a lifetime commitment to the Dog. If Top RJs Animal Rescue finds a reasonable basis for believing that any of the above conditions and requirements have not been met, we will first notify the adopter by certified mail, return receipt requested, of the reclamation and ask that the dog be returned. The notice will state clearly the circumstances under which we are acting and state a date when the adopter may meet with representatives of Top RJs Animal Rescue to discuss the situation. After seven days from the receipt of this notice, if the adopter has not contacted us, or has not accepted the notice, legal action will be taken by Top RJs Animal Rescue and Rehab to retrieve the Dog. If the Dog is in a situation that may endanger its life, we will call the Animal Crimes Division in the adopter's locality to recover the Dog on our behalf. In the event that either of these situations occurs, or if for any reason the Dog is returned to us, the adopter may request a meeting to discuss the matter within 10 days after the dog is reclaimed. Any decision of Top RJs Animal Rescue and Rehab is final as to whether the dog shall be returned to the adopter.
21. Release: The adopter agrees to accept responsibility and ownership of the Dog at the adopter's own risk. The adopter, and for the adopter's spouse, heirs, executors, personal representatives and assigns agrees never to bring a claim or suit against Top RJs Animal Rescue and Rehab. The adopter releases us, its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior of the Dog. The adopter understands that this agreement discharges Top RJs Animal Rescue, its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the adopter and the adopter's spouse, heirs executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption or behavior or activities of the Dog. The

adopter releases us and discharges its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for their own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the adopter. The adopter agrees that we may use any photograph of the adopter and the Dog taken by Top RJs Animal Rescue or its agents, or provided by the adopter to us, in promotional materials, consents to us use of the adopter's likeness in such promotional materials, and specifically releases Top RJs Animal Rescue from any claim arising out of our use of the adopter's likeness or photographs of the adopter in such promotional materials.

22. Indemnity: The adopter, and for the adopter's spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold Top RJs Animal Rescue harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of litigation, that result to anyone else or any other entity because of the adopter's negligence or liability. This includes lone acts or omissions by the adopter as well as the combined acts of the adopter with others.

23. The adopter expressly agrees that the release and indemnity provisions in Sections 21 and 22 of this agreement are intended to be as broad and inclusive as permitted by law. The adopter agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement.

24. The adopter acknowledges that monetary damages for breach of this agreement, and we may seek specific performance of this agreement. Furthermore, the adopter agrees to pay for ALL legal and/or court expenses should this contract be violated and it become necessary for us to pursue legal avenues to repossess the Dog or to take ANY legal action for violation of this contract. For legal purposes, the value on the Dog is no less than \$2,000.

25. This agreement, including any addendum or additions to this agreement, is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

26. This agreement, including any addendum or addenda to this agreement, will be governed by and interpreted in accordance with the laws of the State of North Carolina, without reference to any conflict of laws rules. Any disputes under this agreement will be resolved in Jones County, North Carolina. I understand that by voluntarily signing this agreement, I am entering into a legal and binding contract with Top RJs Animal Rescue and Rehab. By affixing my signature to this adoption agreement, I agree to ALL the above conditions of adoption.