**HIDDEN ANGEL COMPANION PET (DOG)**

**ADOPTION CONTRACT/AGREEMENT**

The Hidden Angel Companion Pets program (under The Christopher Douglas Hidden Angel Foundation a 501(c)(3) non-profit corporation), and the undersigned (the “Adopter” or “you”), in consideration of the mutual covenants in this Agreement and other good and valuable consideration, intending to be legally bound by this Agreement, agree to the following:

1. The Dog: We are placing the following described dog/puppy with you, the Adopter, for the adoption by you as a companion dog and family member:

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ M\_\_\_\_ F\_\_\_\_ (Hereinafter ADOPTEE or Dog)

Breed/Mix \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color/Markings\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Note that all dogs place with families will have been neutered (male) or spayed (female). NO EXCEPTIONS.**

1. No guarantee is made as to the suitability of the above animal as a companion pet with it’s new owner. While we do as much as possible to provide a match between animal and an individual, how the animal is handled in his/her new environment is out of our control, therefor the adopter agrees to release HACP and it’s directors and employees from any claims, damages, costs or actions incurred as a result of this placement, or caused by the actions of the animal transferred herein.

HACP wishes to be contacted and agrees to take this dog back if the adoption is unsatisfactory but will not be responsible for any expenses incurred while in the possession of this adopter except for the agreed food and preventative maintance for the first 6 months..

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

2. Care of the Dog: You agree that this Dog is being adopted as a companion pet and 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. You agree to provide the Dog with fresh water available at all times, wholesome dog food, adequate outdoor exercise, affection and housing. You also agree that the Dog will not be used as a guard animal, or for any purpose other than as a companion and friend to you and your family member. No alteration to the animal’s appearance is permitted (i.e. docking of tails, ears).

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

3. Veterinary Care: The Dog will be examined by your licensed veterinarian within 60 days after adoption and will be provided with medical treatment as needed. You agree to keep all vaccinations current including but not limited to Rabies, Distemper/Parvo (DHLPP), Bordetella, AND to ensure the Dog receives preventative medication to protect against fleas and heartworm. You agree to provide the best available care to the Dog in a timely manner. Any veterinary problems that may arise, including serious illness requiring emergency care or surgery is your responsibility and you are responsible for all related cost.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

4. Behavioral Issues (i.e. biting, destruction, escapism, fearfulness, etc.) that might lead to abandonment of the animal: Adopter agrees to contact the obedience trainer as well as HACP to follow the recommendation in resolving any issues as an effort to maintain custody of the adopted animal.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

5. Safe Environment: Where applicable, adopter will provide a secure fenced yard, with ample room for outdoor exercise. You agree to maintain the security of the fencing in the future to further secure the Dog. Adopter understands that gardeners, pool men, contractors and utility workers are not responsible for the safety of the Dog, therefore adoptee must be kept indoors when workmen have access to the yard.

NOTE: Many dogs are sensitive and scared of loud noises, and you hereby agree to keep the adoptee indoors or in a safe and secure environment on holidays such as July 4th and New Years Eve.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

6. Identification: You agree that the Dog WILL ALWAYS be wearing an identification tag with two current telephone numbers.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

7. Leash/Collar Etc: You will walk the dog on a leash when on public streets or in parks and only allow the Dog to roam free when supervised. The Dog will be walked using a slip collar or harness.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

8. The Dog will NEVER be tied up on your property or elsewhere. Adopter understands that restraining a dog by tying it to a fixed post or wire run is unsafe and may cause theft of the Dog, unpredictable behavior and random aggression. You will not leave the dog crated and/or otherwise confined for extended periods of time (more than 3 hours).

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

9. Unenclosed Pools/Spas: Adopter understands that their unenclosed pool or spa may represent a deadly hazard to the Dog and agrees not to give the Adoptee unaccompanied access to the pool or spa until after Adoptee has been trained to safely exit the pool or spa.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

10. Transportation: The Dog 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 pick-up truck. Adoptee will not be allowed to ride with his/her head outside the window of a moving vehicle.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

11. Lost Dog: You agree to make an immediate and serious effort to find the Dog if it becomes lost, by (a) filing lost reports with the local police, animal control authorities, animal shelters, SPCAs and local veterinarians and pet stores, (b) post lost dog signs (c) place lost dog ads in your local paper (d) contact us for additional support and advice. Furthermore, Adopter understands that if the loss was the result of negligence or failure to comply with the covenants of this Agreement, HACP reserves the right not to return the Dog and to place adoptee into a new home.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

12. No Right to Transfer: If at any time in the future you cannot continue to provide proper care for the Dog, you will not abandon, give or sell the Dog to another person, company, organization, medical research, pound or animal shelter. You agree to do one or more of the following:

A. Obtain approval from HACP to transfer the ownership of the Dog to a friend or relative. HACP must approve the new adopter who will be required to sign an agreement similar to this one.

B. Return Adoptee to HACP.

 Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

13. Return Policy: If Adopter decided to not keep the Dog, Adopter hereby agrees to return the Adoptee to HACP. Importantly, Adopter agrees to give HACP ten working days to secure a kennel, and will provide safe and loving care of the Dog until it is returned. Adopter agrees to safely transport the Dog to the determined kennel or veterinarian facility, and will return any/all paperwork and supplies provided by HACP at that time.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

14. Euthanasia: You agree that you may not euthanize the Dog except in the case of the Dog’s 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.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

15. Estate Provisions: Adopter agrees to provide for care of the Dog in their will or estate.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

 16. Follow Up: Adopter understands and agrees that HACP is fully entitled to make follow-up visits or phone calls to ascertain that all of the covenants and clauses of this agreement are being satisfied. Adopter is obligated to cooperate with HACP.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

17. Right to Reclaim: Adopter understands and agrees that HACP reserves the right to reclaim adoptee if any of the above conditions are not met to the satisfaction of HACP. Adopter further understands and agrees that any expenses incurred by HACP in exercising its rights under this provision will be paid by Adopter in addition to any liquidated damages required by other provisions of this Agreement.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

18. No Warrantee: HACP makes no warranty as to the temperament or physical condition of the Adoptee. The Adoptee is being adopted as is.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

19. 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. Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

BY ADOPTER: BY HIDDEN ANGEL COMPANION PETS

Signed & Agreed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Drivers License #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Release and Indemnification:**

Release & Indemnification/No Liability: Adopter hereby releases HACP 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.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

Adopter agrees to indemnify HACP from any and all such claims and to pay, without limitation, any costs related to such injury, damage, or liability, including, in the case of litigation, any attorneys fees incurred by HACP in its defense.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

Breach of Agreement/Liquidated Damages. In the event that you do not comply with the terms of this Agreement, or the Dog is abused or neglected, we hold the right to recover the Dog from you upon demand, and the Dog will be surrendered to us immediately. In addition, without waiving any of our rights under this Agreement, if you do not surrender the Dog to us, you will owe us a payment in the amount of $2,500 agreed between us as just and reasonable liquidated damages to compensate us for our costs and expenses in connection with your breach of this Agreement and we reserve our rights to reacquire the Dog.

Adopter’s Initials: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

Entire Agreement/Modification/Binding Effect: This Agreement (including the attached Voluntary Release/Waiver of Liability) is the entire agreement between you and HACP, and supersedes any prior understandings between you and us with respect to the subject matter of this agreement. No modification of this Agreement will be valid unless in writing duly signed by both you and HACP. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors.

This is to certify that we (HACP) transferred ownership of HACP Companion pet to the person or persons signing below.

BY ADOPTER: BY HIDDEN ANGEL COMPANION PETS

Signed & Agreed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Drivers License #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ www.CDHAF.org

Home Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Prepare two copies of this form. Fill in and sign both forms.

HACP keeps one copy and gives duplicate to adopter.