

Adoption Agreement For The Rescue Of A Gentle Giant Large Breed Dog

PLEASE PRINT CLEARLY

1. This agreement is dated 1/30/2005 between Gentle Giants Rescue and Adoptions, Inc. ("Rescuer") and _____ ("Adopter") for the adoption of a Gentle Giant Large Breed Dog* ("Adopted Dog") described as follows: Black Male, 3yrs old, wavy and neutered

* Age and breed is an approximation based on owner information and Rescuer's experience, and cannot specifically be guaranteed or relied upon as anything other than a best-guess estimate

Name: Barbara Laird Emergency Phone # _____ Home (____) _____
Email Address: _____ Work (____) _____
Street: _____ Apt: _____ City: _____ State: _____ Zip: _____
Driver's License No: _____ Occupation: _____ House, Condo, Apt: House
Fenced yard? Yes: No: If yes, size? yard (feet, acres, etc.): _____ Fence Height: 6' Type (wood, block): Wood & Block

2. I, the Adopter, agree to provide adequate love, proper and sufficient food, water, shelter, medical attention, and humane treatment to my Adopted Dog at all times. I agree to pay the adoption fee of \$ 650.00. I understand that the adoption fee is NOT REFUNDABLE under any circumstances. In the event that the Adopter determines that the adoption agreed upon herein is not satisfactory for any reason, the Adopter agrees to return the Adopted Dog to Rescuer immediately. If Adopter returns the Adopted Dog within ten days from the date of this Agreement, and ONLY if the Adopted Dog is returned healthy and unharmed physically and emotionally, then Adopter may exchange the Adopted Dog returned for another dog ONLY - NO REFUND OR PARTIAL REFUND WILL BE GIVEN TO ADOPTER - THERE ARE NO EXCEPTIONS TO THIS CONDITION OF ADOPTION!

Rescuer reserves the right to repossess the Adopted Dog from Adopter for any reason whatsoever, if Rescuer believes that this adoption is not working out satisfactorily for the benefit of either the dog or the Adopter. If Rescuer, in its sole discretion, determines that either this adoption is not working out or that I, the Adopter, am not abiding by any or all of the terms of this Agreement, then I, the Adopter, agree to physically return the Adopted Dog to Rescuer immediately upon Rescuer request. This material requirement exists throughout the entire lifetime of my Adopted Dog. If I fail to comply with the above, I, the Adopter, agree to pay all legal and other fees necessary for Rescuer to retrieve this Adopted Dog from my possession, and my adoption donation will become forfeited. If Rescuer retrieves this Adopted Dog from my possession, I, the Adopter, understand and agree that ownership of this Adopted Dog will revert to Rescuer, and I will have no further claim of ownership to this Adopted Dog. In addition to the foregoing, I, the Adopter, accept and agree that I will have no claims whatsoever against Rescuer, its management, employees, or other workers regarding this adoption and this Agreement.

3. Special Instructions for Adopter regarding shots and other medical needs for this Adopted Dog if any: He is current on all shots but may need to be updated on Rabies if I can't find

I, the Adopter, agree to provide my Adopted Dog with all necessary inoculations at intervals directed by a licensed veterinarian, and I will stay current with all shots (yearly DHLPPC and current Rabies shots) throughout the life of my Adopted Dog. I also agree to abide by all the rules and regulations of my local Animal Control; including licensing, leash laws, etc. I also agree not to introduce my Adopted Dog to anyone outside of my immediate family for the first two weeks following my adoption. The Adopted Dog needs this time to develop confidence in its new family and adjust to its new home. There are

4. I, the Adopter, agree that if my Adopted Dog becomes lost, I will notify Rescuer IMMEDIATELY after I become aware that the dog is missing, so that Rescuer can help me locate and retrieve the dog. Rescuer will issue me a "Gentle Giants Rescue Identification Tag" at the time of my adoption. I agree to keep this Identification Tag on my Adopted Dog at all times, so that my dog can be more easily retrieved if he/she should become lost. The Gentle Giants Rescue Identification Tag Number for my Adopted Dog is TAG # 4843. I further agree to put an additional identification tag ("Owner Identification Tag") on my Adopted Dog that shows his/her name as well as my telephone number so that I can also be called if he/she becomes lost. I also agree to help locate my Adopted Dog by going to my local animal shelter in person, filing a lost claim with the shelter and putting up flyers at the shelter and in the area of my home with a phone number and a photo of my Adopted Dog, or a photo of the Adopted Dog breed, if a photo of my Adopted Dog is not available. I also agree to put a lost ad in my local newspaper to help locate and retrieve my Adopted Dog. If Rescuer is notified that this Adopted Dog is in a shelter, Rescuer has the right to retrieve the Adopted Dog from the shelter immediately and Adopter would have to contact Rescuer and come to pick up the Adopted Dog. In that event, Adopter agrees to reimburse Rescuer for all costs involved in retrieving this Adopted Dog. I am aware that if I do not have both the Gentle Giants Rescue Identification Tag on the Adopted Dog as well as my Owner Identification Tag, and if I do not contact Rescuer within 24 hours of my discovery that my Adopted Dog is lost to inform Rescuer that the Adopted Dog is missing, then ownership of this Adopted Dog will revert to Rescuer, and I understand that I will have no further claim of ownership to this Adopted Dog. Further, I acknowledge that I will have no claims whatsoever against Rescuer, its management, employees, and other workers regarding this adoption and this Agreement.

5. I, the Adopter, understand and agree that my Adopted Dog is NOT an outside dog and MUST live inside my house. Further, I agree not to leave my Adopted Dog outside in extreme hot or cold weather, or in the rain, even for brief periods of time. The Adopted Dog must be brought inside whenever the weather becomes adverse, and they definitely MUST sleep inside every night. In addition, my Adopted Dog is a family dog and is not adopted as a "garage dog" or a "barn dog," etc. I, the Adopter, agree that the terms of this Adoption Agreement are clear and that my Adopted Dog must live "inside my house" as a member of my family and sleep inside, preferably by my bed - never sleeping outside, or on a patio, in a garage, or in a laundry room, or any such place separate of where my family sleeps. I, the Adopter, understand all of the above and I agree that I will NEVER leave my Adopted Dog outside day or night other than to go to the bathroom or to accompany me or my family when we are outside. I also agree not to take my Adopted Dog outside of the U.S.

Unless the Adopter lives in an apartment or Condo, the Adopter is required to have a securely fenced yard with a five (5) foot or higher fence. If the Adopter has a swimming pool, it is also required that the Adopter have a fence separating the Adopted Dog from the swimming pool, insuring that the Adopted Dog will not have access or exposure to the swimming pool. It is the Adopter's absolute responsibility and strict obligation to keep the Adopted Dog secure and safe at all times. The Adopted Dog must not be allowed to escape or roam off of Adopter's premises, or it will be in grave danger of being hit by a car, stolen, abused and/or injured in an innumerable number of ways. Rescuer will immediately repossess any Adopted Dog that cannot be contained safely within the Adopter's home and property, which provision Adopter hereby acknowledges and agrees to. Rescuer is not required to give Adopter notice of such repossession. I, the Adopter, further agree that the dog must be transported INSIDE a vehicle, never externally, such as in back of a truck.

6. Adopted Dogs should have their food elevated and they should not be fed for at least a full hour after they have exercised strenuously. They also should not be exercised strenuously for at least 1 hour after they have eaten. Also important is that you must never "Free Feed" an Adopted Dog by leaving food out all day long. The reason for these precautions is to help prevent Adopted Dogs from developing a condition called "Bloat," where the dog's stomach fills up with air, which is then followed by "Torsion," where the stomach turns over. This condition is very serious and often fatal. When feeding an Adopted Dog, elevate his/her food by buying a feeding stand or a lawn chair or raising the food up on any stable platform to a height of at least 18 inches off the ground. Feed your Adopted Dog at least five times a day. Get a good sized bowl and fill it up. Allow your Adopted Dog to eat for approximately 30 minutes. If your Adopted Dog eats all of the food, then give him or her more. If he/she does not eat all of the food, then remove it. As stated above, DO NOT "Free Feed" by leaving food out all day because your Adopted Dog can exercise strenuously by playing hard and then go and eat and this can cause bloat. Although I understand that there is no guaranteed prevention of "Bloat" and "Torsion," I, the Adopter, hereby agree to always feed my Adopted Dog with the food elevated in order to prevent an ailment such as "Bloat" or "Torsion" from endangering my dog's life, and I also agree to feed my Adopted Dog with the food elevated as described above, and never to "Free Feed" my Adopted Dog. I, the Adopter, agree to take all steps necessary to prevent "Bloat" and "Torsion" from endangering the life of my Adopted Dog.

7. If I, the Adopter, can no longer keep my Adopted Dog, or if I no longer want my Adopted Dog, I agree that I must notify and return the dog ONLY to Rescuer. I also agree that I must NEVER give away or sell my Adopted Dog or put the dog to sleep, nor can I let my Adopted Dog live with people elsewhere, and that I must never take my Adopted Dog to any shelter, humane society, pound, research facility, kennel or laboratory. Should Rescuer retrieve the Adopted Dog from any shelter, pound, research facility, kennel or residence, then I, the Adopter agree to reimburse Rescuer for all expenses incurred therein, including but not limited to: fines, fees, board, medical care, legal fees, etc. I understand that I must also inform Rescuer if this Adopted Dog becomes ill and that it must not be put down until Rescuer is informed and until Adopter and Rescuer and Rescuer's veterinarian determine that there is no possible way that this dog can be saved. If it is determined that the dog can be saved, then Rescuer has the unrestricted right to do so, notwithstanding the wishes of the Adopter. If I decide not to keep my Adopted Dog for any reason, I agree to immediately call and physically bring the dog to Rescuer, c/o Tracy Ward, at 4867 Pedley Avenue, Norco, CA 92860 - (909) 279-5100. I understand that I cannot to sell, trade, transfer ownership, abandon, or dispose of this Adopted Dog in any way, including bringing this dog to a shelter, or putting it to sleep. I, the Adopter, further understand and agree that I may not transfer the ownership of this Adopted Dog to my family members, nor can this dog live in the home of any family members. I understand that this Adopted Dog must reside only in my home as a member of my family. I also understand that Rescuer can take my Adopted Dog back for any reason at any time and that I am obligated to return my Adopted Dog only to Rescuer if I determine that I can no longer keep it. Also, I understand that I am under this obligation for the entire life of my Adopted Dog. Rescuer's email address is: tracyw@gentlegiantsrescue.com. Adopter agrees to include his/her phone number on every email.

8. If I, the Adopter, move to a new home, I agree to notify Rescuer as soon as possible and to provide Rescuer with my new address and phone number, so that Rescuer can update its records and be able to continue to be of service to my Adopted Dog in case my dog becomes lost or stolen. I, the Adopter, also agree to update Rescuer as to the condition of my Adopted Dog should the dog ever become seriously ill, as Rescuer may be able to offer suggestions and other help that could assist in making my dog well again.

9. The former life of your Adopted Dog is not always known. Most Adopted Dogs get along well with children, and are loving and loyal to children. However, it is dangerous to ever leave a child unsupervised with any dog. EXTRA CAUTION, ESPECIALLY AT FIRST, IS HIGHLY RECOMMENDED. Our Adopted Dogs are large, powerful dogs, and even a friendly, playful gesture could knock down a child. Your dog and your child must be watched carefully and taught to play together safely. Caution and close supervision is also recommended when introducing your cats, other dogs, family members, friends, acquaintances and strangers to your Adopted Dog as well. We have made every reasonable effort to evaluate the dog's temperament and to our knowledge, your Adopted Dog has no propensity to do harm. However, since the dog's history is incomplete and likely undiscoverable, I, the Adopter, agree to hold Rescuer, its management, employees, and other workers harmless from any liability for any injury and/or damage caused by my Adopted Dog. I, the Adopter, agree to assume full responsibility for this dog's actions and for any and all damage done by my Adopted Dog. I, the Adopter, further understand that Rescuer cannot guarantee the present health or continuing health of my Adopted Dog. In addition, I, the Adopter, agree to assume the full financial responsibility for the dog that I have adopted, and I release Rescuer from any financial responsibility for this dog.

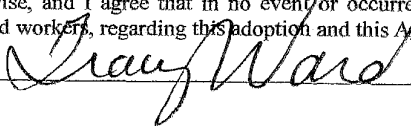
10. I, the Adopter, authorize Rescuer, its management, employees, and workers the right to visit from time to time and to conduct an inspection of the welfare and living conditions of my Adopted Dog. Though I, the Adopter, intend the best for my Adopted Dog, I understand that if Rescuer is made aware of, has reason to believe, or determines that this dog is being abused and/or neglected in any manner, or if Rescuer determines that the conditions under which my Adopted Dog is living are not satisfactory or are not conducive to the continued welfare of my Adopted Dog, Rescuer has the full and unrestricted right to repossess my Adopted Dog, and I am obligated to bring the dog back to Rescuer and relinquish all claims to this dog. If there is any abuse or neglect endangering the dog's life, Rescuer will notify the proper authorities and seek a criminal complaint.

Rescuer believes that "choker" and "pincher" collars are unsuitable for all Adopted Dogs and Adopter agrees that such collars will NEVER been used on any Adopted Dogs. These gentle giants are large, but very sensitive dogs. Every time they move their heads they are 'corrected' by such a collar, but if they pull hard on their leash, the "choker" and "pincher" collars will put them at 'full choke'. This will be a confusing, painful, and dangerous experience. A regular nylon collar can be 'snapped' to humanely correct a large breed dog from pulling, but would not 'accidentally' correct actions such as turning their heads or taking the large strides that a large breed dog does. If the dog goes into full choke, it can damage vertebra in their neck and back, and make it difficult for them to walk normally. This can cause permanent damage. Remember you as the adopted owner can choose to correct only when necessary with the proper collar, but an improper collar which is constantly pulling at a sensitive dog's neck will do far more harm than good, and that is why "choker" or "pincher" collars ARE NOT ALLOWED under any circumstances.

Animals can unexpectedly become ill from time to time, and illnesses can be contagious. To make sure that your other pets are not exposed, you should consider keeping your new dog away from your other pets for 7 or 8 days. Rescuer, its management, employees and workers, cannot assume any expense or liability for veterinary care for your Adopted Dog or any of your other animals.

I, the Adopter, have read and agree to abide by all the terms, conditions and requirements set forth in this Agreement. I accept full responsibility for my Adopted Dog and I understand that this contract is fully binding for the entire life of my Adopted Dog. I understand that failure on my part to fulfill any of the requirements of this Agreement, or a violation of any of its terms and conditions, constitutes a material breach. I, the Adopter, further understand and agree that in the event of such a breach, Rescuer, its management, employees and workers, at Rescuer's sole option and without limitation, may repossess my Adopted Dog from me, from any member of my family, or from any individual who may be in possession of the dog, and I, the Adopter, agree that the dog will be willingly turned over to Rescuer, if Rescuer asks to repossess the dog. I understand that ownership of this Adopted Dog will revert to Rescuer, and I understand that I will have no further claim of ownership to this Adopted Dog. In signing this Agreement, I, the Adopter, agree that there are no other agreements, oral or otherwise, and I agree that in no event or occurrence will I have any claims whatsoever, now or in the future, against Rescuer, its management, employees and workers, regarding this adoption and this Agreement. I understand that this contract is governed by California law,

AGREED TO BY RESCUER:



AGREED TO BY ADOPTER:

