

Adoption Agreement

Naked Kisses Dog Rescue
nakedkissesdogrescue@gmail.com

This Agreement (the "Agreement") is made and entered into on this ___th day of _____, 20__ by and between **Naked Kisses Dog Rescue**, herein after referred to as "**NaKiD**," and the following individual(s), _____, hereinafter referred to as "**Adopter**".

Adopter Agrees to Adopt the Dog Described Below

Name _____

Breed _____

Color _____

Age _____ Gender _____

Annual Vaccines Due _____

Flea/Tick Preventative Due _____

Heartworm Prevention Type & Due Date _____

Medical _____

Heartworm Test Results

Negative _____ A follow up test is recommended in 6 months. Heartworms have an incubation period in which a dog that initially tests negative could test positive on a follow up test.

Positive _____ This dog has been treated for heartworms by a state licensed veterinarian. The final heartworm treatment was administered on. **NOTE** Dogs who have been treated for heartworms may tests positive for up to 6 months after treatment; therefore, it is important to wait 6 months from the completion of the treatment before performing a follow test to get an

accurate result. **Adopter expressly covenants and agrees to the following by initialing next to each item**

1. _____ Adopter represents that he/she has never been subject to legal action, whether adjudged guilty or not, for cruelty to or neglect of animals. The Adopter further represents that he/she has never owned an animal which has been confiscated by any animal control or humane society.
2. _____ Adopter shall be asked to pay a non-refundable adoption fee of \$_____, due before transfer of the dog to Adopter. The fee shall be used to help NaKiD offset the expenses incurred in rescuing, fostering, vetting and caring for the above dog(s) and other dogs taken into NaKiD care.
3. _____ The adopter represents that all family members have agreed to the adoption of the dog and that all family members will abide by the terms of this contract. The adopter further represents that he/she is at least twenty-one years old.
4. _____ Adopter agrees that the dog is being adopted as a companion only, for the life of the dog. Adopter expressly agrees that if at any time, he/she is unable or unwilling to continue caring for the dog, and/or has decided on euthanasia for a treatable disease, Adopter shall return the dog within two (2) weeks to NaKiD at his/her own expense. Adopter further agrees that he/she may not surrender the dog to any person or entity other than NaKiD or any of its authorized representatives. Adopter agrees that he/she will not transfer ownership or responsibility for the dog, including by descent or demise, without first offering the dog back to NaKiD who shall retain sole right of future placement.
5. _____ Adopter has stated and warrants that there is no city or county restriction on the number or dogs allowed in a person's home or on their property or are within the set range.
6. _____ NaKiD warrants that the dog provided has been de-wormed and/or fecal tested, spayed or neutered, micro-chipped, and tested for heartworm disease. Further, NaKiD warrants the dog provided is up-to-date on its rabies and distemper vaccinations, and if deemed necessary, has been subjected to a dental exam with all recommended cleaning and extractions. Dogs with an estimated or known age of nine or more years received a senior diagnostic blood panel. NaKiD will provide Adopter all proof of veterinarian work upon payment of the adoption fee. NaKiD will inform Adopter of any known medical or behavioral issue history pertaining to the provided dog.
7. _____ Adopter understands that NaKiD is the primary contact on the dog's microchip and the adopter is the alternate. The adopter agrees to notify NaKiD within one (1) week after any move/change of address and or phone number, so that NaKiD may update this information on the adopted dog's microchip.

8. The adopter hereby declares that he/she is aware

- A. _____ That dogs are different from human beings in their responses to human actions.
- B. _____ Small, immature or rough handling children and adults may elicit adverse responses from dogs.
- C. _____ That the actions of dogs, especially rescued dogs, are often unpredictable. In addition, traveling via air or ground transport may cause them to be edgy and unsure. Take heed and allow them to acclimate to you and their new surroundings at their own pace.
- D. _____ That a dog's behavior may change after it acclimates to a home or other environment and it is the Adopter's responsibility to properly train the dog to the desired rules of the Adopter. Adopter is encouraged to utilize professional training services as needed.
- E. _____ That NaKiD makes no claims or representations as to the temperament, health, or mental disposition and/or previous ownership, other than expressly stated herein, of any animal put up for adoption. NaKiD will have made every possible effort to provide a dog compatible with the Adopter's home environment.
- F. _____ Adopter understands that the history and information provided regarding the dog being adopted might have been received by third parties and that the information provided may be educated estimates of unknown facts about the dogs, therefore NaKiD does not warrant the accuracy or correctness of such information.

9. _____ Adopter further agrees to comply with local animal ordinances and leash laws.

10. _____ Adopter agrees that the dog will be housed strictly indoors and will receive all care and attention necessary to ensure its health and wellbeing, particularly with respect to the provision of sufficient dog food, water, exercise, shelter and medical care, including but not limited to flea, tick and heartworm preventative, and vaccinations as recommended by veterinarian or required by state/local regulations.

11. _____ Adopter agrees that the dog will not be abused in any manner. The dog will not be chained, roped or otherwise tethered at any time, except that the use of a leash by a mature individual shall not be a violation of this provision. Adopter will also not permit the dog off the Adopter's property unless accompanied by a mature individual. Adopter agrees that the dog will not be left outside unattended at any time, nor shall the dog be left outdoors for extended periods of time during the day, night or overnight.

12. _____ Should any behavioral problems arise, Adopter will consult with NaKiD, his/her veterinarian and/or a certified dog trainer/behaviorist about the appropriate ways to deal with such behavioral problems.

13. _____ Adopter agrees that the dog will never be used in any aspect of dog/animal fighting or other illegal practices. Adopter further warrants the dog will not be the subject of, nor subjected to any medical, biological, chemical, psychological or other experiments, nor shall the dog be subjected to other cruel means of punishment or training.

14. _____ In the event of a dispute arising out of the terms and conditions of this Adoption Contract, and in the event that NaKiD prevails in any legal proceedings initiated as a result of said dispute, the Adopter agrees to reimburse NaKiD for its reasonable attorney's fees and expenses incurred as a result of the dispute.

15. _____ The Adopter further understands that this is a legally binding contract, and if in breach, is cause for legal action. Any breach of this contract in part or whole requires that Adopter return the dog to NaKiD at the Adopter's expense without entitlement of any refund or damages of any kind. Any action or proceeding arising out of or related to this Agreement shall be in a state court located in the County and State of Manatee County, Florida. Adopter expressly consents to personal jurisdiction in such court for matters arising out of related to this Agreement.

16. _____ **ADOPTER ACCEPTS POSSESSION OF THE DOG DESCRIBED ABOVE AT ADOPTER'S OWN RISK AND HEREBY EXPRESSLY RELEASES AND WAIVES ANY CLAIM OR CAUSE OF ACTION AGAINST NAKID WHICH ADOPTER MAY HAVE NOW OR IN THE FUTURE FOR ANY DAMAGES TO THEIR PERSON, PROPERTY, OR THIRD PARTIES CAUSED BY SAID DOG.**

Social Media

Upon adoption of this dog, Adopter may choose whether to allow NaKiD to share their adoption picture on our social media platforms. Please choose from the following if you would like to grant us permission or would prefer privacy.

Yes _____ Adopter accepts having pictures shared to social media.

No _____ Adopter declines to having pictures shared to social media.

ADOPTER

Printed Name _____

Address _____

Phone _____

Email _____

Adopter Signature

Date

NAKED KISSES DOG RESCUE – REPRESENTATIVE

Printed Name _____

City, State _____

Phone _____

Email _____

Representative Signature

Date