



## Golden Gate Pembroke Welsh Corgi Fanciers, Inc.

# RESCUE ADOPTION AGREEMENT

This ADOPTION AGREEMENT is dated \_\_\_\_\_ and is between the undersigned person(s) ("*Adopter*") and the Golden Gate Pembroke Welsh Corgi Fanciers, Inc. (GGPWCF).

WHEREAS, *Adopter* desires to adopt a Pembroke Welsh the Corgi from GGPWCF; and

WHEREAS, *Adopter* is willing to make certain agreements regarding the adoption and the care of the dog being adopted;

THEREFORE, *Adopter* and GGPWCF hereby agree as follows:

1. For good and valuable consideration (including the agreements of *Adopter* contained in this Agreement), the receipt and adequacy of which are hereby acknowledged, GGPWCF hereby transfers to *Adopter*, and *Adopter* hereby accepts from GGPWCF, all of GGPWCF 's rights to and ownership of the following described Pembroke Welsh Corgi ("*Corgi*"), all upon the terms and subject to the conditions of this Agreement:

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Color: \_\_\_\_\_

General description and markings: \_\_\_\_\_

Microchip number: \_\_\_\_\_ Tattoo: \_\_\_\_\_

*Adopter* hereby donates the amount of \$ \_\_\_\_\_ to GGPWCF and/or pays current boarding/veterinary care costs in consideration of *Adopter's* receipt of the Corgi, such amount to be used by GGPWCF to defray certain of the costs and expenses incurred by GGPWCF in connection with the care of the *Corgi*.

2. *Adopter* represents and warrants to GGPWCF that:

[Initials]

\_\_\_\_\_ a. *Adopter* acknowledges and understands that no registration papers or pedigree for the *Corgi* are being given to *Adopter*, and that the Corgi has been neutered.

[Initials]

\_\_\_\_\_ b. All statements of *Adopter* contained in the **Application for Adoption** and otherwise made to the GGPWCF are true, correct and complete as of the date hereof, and there is no misleading, incomplete or missing information.

[Initials]

\_\_\_\_\_ c. *Adopter* has given this adoption full and careful consideration for a sufficient period of time, and all family members are in full agreement with this adoption and the responsibilities associated with owning the *Corgi*.

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3. GGPWCF represents and warrants to Adopter:

GGPWCF has made full disclosure to Adopter of all facts that are known to GGPWCF regarding this Corgi (including the medical history of the Corgi that is known), all of which facts were disclosed in writing to Adopter and are attached to this Agreement. Adopter understands and agrees that GGPWCF makes no guarantee and no other representation or warranty regarding the Corgi or its condition, health, behavior or personality and that Adopter is adopting the Corgi "AS IS", with no express or implied warranties of any kind whatsoever from GGPWCF, including no warranty as to the Corgi's fitness for purpose for which transferred. GGPWCF hereby also gives to Adopter a recent veterinarian health certificate for the Corgi.

[Initials]

\_\_\_\_\_ **GGPWCF MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, ON MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. Adopter hereby agrees to the following conditions to adoption of the Corgi:

[Initials]

\_\_\_\_\_ a. Adopter hereby assumes full responsibility and liability for the Corgi and its care, condition and actions, and releases GGPWCF from any responsibility or liability with respect thereto.

[Initials]

\_\_\_\_\_ b. Adopter shall keep the Corgi as a house pet, meaning that the Corgi shall spend the great majority of its time in the home with the family and shall eat and sleep in the home. Adopter shall provide adequate housing for the Corgi within the home. Adopter shall provide adequate and regular exercise for the Corgi by walking the Corgi inside a fenced yard or on a leash. Adopter shall keep the Corgi safe, secure and comfortable at all times. Adopter shall comply with all laws applicable to owning dogs (including laws regarding licensing, vaccinations, clean-up, etc.).

[Initials]

\_\_\_\_\_ c. Adopter shall obtain adequate and appropriate veterinary care for the Corgi, including but not limited to having all necessary vaccinations (including annual rabies shot and yearly immunization shots) given to the Corgi according to American Veterinary Medical Association guidelines, plus having annual heartworm check and regular parasite checks performed, plus giving the Corgi heartworm medicine and other preventive or prescribed medication, plus bringing the Corgi to a veterinarian for treatment if the Corgi is ill or injured. Adopter shall also obtain appropriate grooming for the Corgi, including, if necessary, flea and tick treatments. If Adopter is unable or unwilling to obtain such veterinary care for the Corgi, Adopter shall immediately notify GGPWCF, which shall invoke the immediate right to reclaim the Corgi as more fully described in Section 4(g) below.

[Initials]

\_\_\_\_\_ d. Adopter acknowledges and agrees that GGPWCF shall not be liable for, and shall not reimburse Adopter for, any medical costs or expenses relating to the Corgi or any costs or expenses relating to any damages to a person or property caused by or arising or resulting from the Corgi's actions.

[Initials]

\_\_\_\_\_ e. Adopter agrees that GGPWCF shall be entitled to make reasonable follow-up inquiries regarding the Corgi, and that Adopter shall answer fully any such inquiries.

[Initials]

\_\_\_\_\_ f. Adopter shall not, without the prior written consent of GGPWCF, transfer ownership and/or possession of the Corgi to any other person or organization (other than GGPWCF), and

shall not have the Corgi euthanized without the recommendation of a veterinarian for health reasons. *Adopter* shall contact *GGPWCF* at any time that the Corgi is having behavioral problems, and shall work with *GGPWCF* to remedy such problems. *Adopter* shall immediately return the Corgi to *GGPWCF*, at any time or under any circumstances that the *Adopter* no longer desires or is no longer able to keep or properly care for the Corgi. *GGPWCF* shall accept the return of the Corgi at any such time, but *GGPWCF* shall not be obligated to return any of the monetary donations given by *Adopter* to *GGPWCF*.

[Initials]

- \_\_\_\_\_ g. *Adopter* agrees that *GGPWCF* shall be entitled to repossess the Corgi, and thereafter to have all right and ownership in and to the Corgi, if any of the following events shall occur:
- i. *Adopter* dies or is unable or unwilling to provide adequate care for the Corgi; or
  - ii. *Adopter* violates the terms and conditions of this Agreement in a manner that could, in *GGPWCF*'s opinion, negatively impact the *Corgi*'s health, safety or well-being; or
  - iii. *Adopter* breaches any of *Adopter*'s representations or warranties contained in this Agreement or in the Application for Adoption, and the result or effect of any such breach could, in *GGPWCF*'s opinion, negatively impact the Corgi's health, safety or well-being.

If any of the above events occurs, *GGPWCF* shall have the right to reclaim the Corgi, shall have all rights and ownership of the Corgi, and shall be entitled to use any and all remedies available to *GGPWCF* under applicable law in order to achieve such reclamation of the Corgi. *Adopter* or a representative shall not transfer the Corgi to any other person or organization (including any animal shelter or humane society), but shall instead be required to transfer the Corgi to *GGPWCF* immediately. *Adopter* shall be responsible for returning the Corgi to *GGPWCF*, and for paying the cost of transporting the Corgi to *GGPWCF*. *Adopter* shall pay all costs and expenses (including reasonable attorneys' fees and other legal costs) incurred by *GGPWCF* in enforcing this Agreement. *Adopter* and *GGPWCF* agree that these provisions are necessary to maintain the health, safety and well-being of the Corgi, and are in the best interest of the Corgi because *GGPWCF* and its members are very knowledgeable of, and experienced in dealing with the Corgis and are therefore is in the best position to locate another suitable home for the Corgi. The agreements of *Adopter* contained in this Section 4(g) (and any other Sections directly relating hereto) shall survive any termination of this Agreement.

[Initials]

- \_\_\_\_\_ h. *Adopter* shall notify *GGPWCF* of any change of address or telephone number of *Adopter*, or if the Corgi is lost, stolen, and when the Corgi passes away.

[Initials]

5. \_\_\_\_\_ *Adopter* hereby releases, indemnifies and holds harmless *GGPWCF* and its members, officers, directors, employees and agents from and against any and all loss, claims, damages, liability or expense (including reasonable attorneys' fees and other legal costs) of every nature imposed on, incurred by or asserted against any of them, whether direct, indirect or consequential, arising as a result of, or in any way relating to, the negligence or willful misconduct of *Adopter* or the actions of the Corgi or *Adopter*'s failure to comply with the terms and provisions of this Agreement. This release and indemnification by *Adopter* shall survive any termination of this Agreement.

[Initials]

6. \_\_\_\_\_ This Agreement shall become effective as of the date first set forth above and shall continue until the earliest to occur: the death of the Corgi, the return of the Corgi by *Adopter* to *GGPWCF*, or the repossession of the Corgi by *GGPWCF*, at which time this Agreement shall terminate, provided, that the agreements of *Adopter* contained in Sections 4(g) and 5 of this Agreement and any other related Sections shall survive any such termination.

[Initials]

7. \_\_\_\_\_ Any changes or additional terms to this Agreement must be in writing and signed by both *Adopter* and *GGPWCF*.

[Initials]

8. \_\_\_\_\_ If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, the other provisions of this Agreement shall survive and remain valid and enforceable.

[Initials]

9. \_\_\_\_\_ This Agreement represents the entire agreement between *Adopter* and *GGPWCF* regarding the subject matter hereof. This Agreement shall be governed by, and construed in accordance with the laws of, the State of California. In the event of a dispute, the courts of the State of California will have jurisdiction over the matter.

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IN WITNESS WHEREOF, *Adopter* and *GGPWCF* hereby sign this Adoption Agreement.

**"ADOPTER"**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**"GGPWCF" GOLDEN GATE PEMBROKE WELSH CORGI FANCIERS INC**

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_