

Come Bye Border Collie Rescue

Adoption Agreement

Adoption Date: _____

Dog's Name: _____ Sex: ____ Microchip Vendor and No.: _____
(hereinafter referred to as the "Dog")

Breed: _____

Color: _____ DOB or approximate age: _____

Name of Adopter & Co-Adopter (if any): _____
(hereinafter referred to collectively and individually as the "Adopter")

Street Address: _____

City State Zip: _____

Phone: _____ E-mail Address _____

This agreement ("Agreement") is entered into between Animal Protective Association of So. Illinois, an Illinois not for profit corporation, d/b/a Come Bye Border Collie Rescue ("CBBCR"), and Adopter(s) as referenced above, effective as of the date signed below.

Upon adopting the Dog and upon signing this Adoption Agreement (this "Agreement"), the Adopter agrees with the following terms:

1. ADOPTION FEE

In consideration of an adoption fee in the total amount of \$250.00 (including any application fee) the receipt of which is acknowledged (the "Fee"), ownership of the Dog is transferred to the undersigned Adopter who releases, discharges, and holds harmless CBBCR, its board of directors ("CBBCR Board"), officers, fosters, volunteers, agents, successors and assigns from any charges or claims arising from this adoption. The Fee is not a sale price but rather enables CBBCR to continue and to further its rescue efforts.

2. RETURN & REFUND

The Adopter agrees that the Dog will need time to adjust to new surroundings, and for both the Dog and the Adopter to adjust to each other. The Dog may be returned to CBBCR within thirty (30) days of the Adoption Date of this Agreement for a full refund of the Fee if the Adopter is not satisfied with any aspect of the adoption. After thirty (30) days from the Adoption Date, the Dog may be returned to CBBCR but no refund will be made by CBBCR to Adopter for any expenses pertaining to the adoption of the Dog.

3. TRANSFER OF OWNERSHIP

The Adopter understands that if, at any time and for any reason, the Adopter is unable or does not want to keep the Dog and it becomes necessary to relinquish or otherwise rehome the Dog, the Adopter is personally responsible for returning the Dog to CBBCR at the Adopter's expense. Without prior written permission signed by at least three (3) members of the CBBCR Board, the Dog shall not be sold, given, or adopted to anyone else. The Dog shall not be transferred to another owner, to any firm, corporation, shelter, another rescue organization, or research facility. In the event of the Adopter's death, if the Adopter chooses to transfer ownership of the Dog through a provision in the Adopter's last testimonial, the successor adopter must meet the approval of at least three (3) members of the CBBCR Board.

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4. COLLARS, TAGS, AND MICROCHIP

The Dog shall at all times be required to wear a collar with the rabies tag, county license, and identification tag displaying the home address of the Adopter. The Dog will be licensed in accordance with the laws of the jurisdiction in which the Dog resides. The Dog must not be allowed to roam the streets. CBBCR will provide Adopter with a rescue identification tag. **Rescue identification tags will be kept on the Dog's collar at all times.**

Microchips are registered to CBBCR and will remain registered to CBBCR. This is our commitment to every dog who comes into our care. If the Dog should become lost, the Adopter will contact CBBCR immediately so the microchip vendor can activate an alert on the Dog's microchip number.

Once the adoption is finalized, the Adopter's contact and vet information will be added to the microchip registration. However, CBBCR will remain as primary contact for the remainder of the Dog's life.

5. HEALTH PROGRAM

To the best of our knowledge the Dog has had the following inoculations on the dates noted:

The Dog was also given the following:

Type of Preventative	Name of Preventative	Date
Heartworm		
Fleas and Ticks		

The Adopter shall ensure the Dog shall receive regular medical exams and be kept up to date on all vaccinations recommended by the Adopter's veterinarian, including: rabies and distemper, stool check, heartworm test & preventative, and flea/tick preventative. CBBCR has provided the Dog with the basic vaccines and heartworm test before adoption, if the age and current health of the Dog permits.

All Dogs are spayed or neutered prior to adoption. Exceptions are allowed only when spay/neuter will place the Dog in risk of mortal danger. Justification to lift this restriction requires approval from CBBCR. Documentation to justify the lifting of this restriction must be provided only by a CBBCR-approved vet. If the Dog is adopted prior to spay/neuter an additional deposit may be charged, to be refunded once the Dog is spayed/neutered. CBBCR has the option of paying for the spay/neuter and/or refunding some of said deposit once the Dog is spayed or neutered.

The Adopter agrees that the Dog will receive immediate medical treatment by a licensed veterinarian when the Dog becomes ill or injured. The signature on this Agreement will serve as the Adopter's release and authorization for CBBCR to obtain a copy of such medical records.

The Dog CANNOT be euthanized by the Adopter within one (1) year of the Adoption Date without express prior written permission of CBBCR. In the case of a medical emergency, the Dog may be euthanized only after the Adopter's unsuccessful effort to contact any members of the CBBCR Board listed below.

The Dog CANNOT be euthanized by the Adopter for any reason related to behavior issues at any time without first discussing the behavior with CBBCR and receiving the prior written consent of CBBCR.

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6. TEMPERAMENT

CBBCR makes no explicit or implicit guarantees in reference to the health and/or temperament of the Dog. The Dog is adopted "as is," unless prior modifications regarding health care or temperament have been agreed to in writing between the Adopter and CBBCR. In the absence of such a prior agreement, the Adopter assumes all responsibility for treatment of any and all existing conditions or any other conditions of physical or temperament changes that may occur. CBBCR will disclose to the Adopter any known health or behavior issues pertaining to the Dog prior to adoption, and the Adopter is encouraged always to consult with CBBCR should any problems with the Dog's behavior, prior background, or health arise.

The Adopter understands that some or all of the information provided by CBBCR regarding the Dog may have been received by CBBCR from a third party. The Adopter understands that CBBCR does not warrant the accuracy of such information.

7. ENVIRONMENT

The Dog will be cared for humanely. Humane treatment includes, but is not limited to, adequate food, shelter, water, and veterinary care. The Adopter shall refrain from physical abuse of the Dog and from otherwise treating the Dog in an inhumane manner. Adequate measures, as determined by the CBBCR Board, must be taken to ensure the safety and humane treatment of the Dog. CBBCR reserves the right to determine on a case-by-case basis what constitutes "humane treatment." The Dog is to be kept as a house pet, unless otherwise agreed upon by CBBCR.

The Dog shall reside indoors, in Adopter's home, and live as a family member and companion only unless prior arrangements have been made and approved by CBBCR for the Dog to be an outside pet. The Dog will not be kept outdoors during the Adopter's working hours, or at any other time left alone outdoors while the Adopter is not home, and will never be chained or left tied out unattended. The Dog may be confined in a crate, or a room such as a bedroom, or any other room of adequate size in the Adopter's home while the Adopter is at work.

The Dog may be crated for no longer than ten (10) hours in a twenty-four (24) hour period of time. The crate must be large enough for the Dog to stand up and turn around, and have sufficient floor space for the Dog to lie comfortably on its side. Outside shelter, such as a doghouse, is not acceptable as a residence for the Dog.

The Dog shall not ride in the back of a pickup truck, or other open vehicle, unless securely confined in a crate or kennel of adequate size and with proper ventilation. A crate shall be securely fastened, or tethered, to a secure part of the vehicle. No pet shall remain in any vehicle in extreme heat or cold, even with windows down, or unattended, for any amount of time. If the Dog is not crated inside the vehicle, it is recommended that a doggy seatbelt is used.

8. NOTIFICATION

The Adopter agrees to notify CBBCR immediately if the Dog becomes seriously injured, dies, or is lost or stolen. Furthermore, if the Dog is lost or stolen, every reasonable effort will be made to recover the Dog, including, but not limited to, advertising at the Adopter's expense in local newspapers, visiting the local animal shelters, paying all recovery fees if the animal is seized by animal control officers, and notifying CBBCR immediately upon loss.

The Adopter understands and agrees that CBBCR has the right to know the whereabouts of the Dog for the duration of the Dog's life and therefore agrees to provide CBBCR with any change to the Adopter's contact information, including address, telephone number and email address within thirty (30) days.

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9. RELEASE

The Adopter understands that CBBCR does not make any guarantee or warranty as to the health of the Dog and is not responsible for any post-adoption medical expenses that may be incurred with respect to the Dog. The Adopter agrees that the Dog is received by the Adopter without any warranties or guarantees, express or implied, about the Dog's condition, behavior, or prior ownership. Furthermore, the Adopter hereby releases and discharges CBBCR, the CBBCR Board, officers, volunteers, agents, successors and assigns forever from liability for any injury or damages to any person or property caused at any time by the Dog, and from any causes of action, claims, suits, or demands whatsoever that may arise as a result of such injury or damages. This Agreement releases Come Bye Border Collie Rescue from any and all liabilities.

10. RESERVATION OF RIGHTS

CBBCR reserves the right to enforce this Agreement in order to protect the welfare of the Dog. It is understood that CBBCR may examine and make inquiry about the Dog at any time, which may include unscheduled home visits. If the terms and conditions of this Agreement are not upheld, CBBCR reserves the right to terminate this Agreement and reclaim ownership and possession of the Dog without making payment of any kind to the Adopter.

If at any time the Adopter desires to relinquish custody of the Dog, or CBBCR demands its release due to the Adopter's failure to comply with this Agreement, the Adopter agrees to return the Dog to CBBCR making no charges of any nature for licensing, care, food, or other services or items. The Adopter agrees to pay any reasonable attorney fees and court expenses if CBBCR must bring legal action against the Adopter to enforce this Agreement. This Agreement is made in the State of Illinois and all matters arising hereunder or relating hereto shall be governed by the substantive provisions of Illinois law. The Adopter understands that any payment of Fees that the Adopter has made to CBBCR is to be used for CBBCR's work in caring for the Dog and other Border Collies and is not refundable, except as provided in Section 2 ("Return & Refund") above.

The Adopter agrees to allow CBBCR to inspect the Dog and premises at any time. If, in the opinion of CBBCR, the Dog is not being properly cared for, the Adopter understands and agrees that CBBCR will take immediate possession of the Dog at NO EXPENSE to CBBCR. The Adopter agrees to immediately surrender the Dog peacefully and voluntarily, and will thereafter surrender all claims of any kind or nature to the Dog or against CBBCR.

11. Training

Due to the sensitive nature of Border Collies and some mixes, CBBCR discourages the use of any training method except positive, reinforcement-based training. The Adopter agrees to discuss in advance with CBBCR if any deviation from this principle is considered, such as the use of an electric fencing system or a choke, shock or pinch collar. Written approval of the CBBCR Board must be obtained before any aversive training methods are implemented. The Dog will not be encouraged or trained to show any aggressive behavior.

12. Post-Adoption Updates

The Adopter agrees to furnish updates about the Dog to CBBCR continuously for the first month after the Adoption Date and give periodic updates thereafter with no less than annual updates for the rest of the Dog's life. Updates should include any behavior, medical or training issues that the Adopter might have or any positive or negative feedback about the adoption itself. The Adopter hereby gives CBBCR the right and permission to publish and use any photographs, videos or narratives (collectively, "Adopter Materials") which the Adopter provides for the purpose of promoting canine adoptions. In giving this consent, the Adopter hereby releases and holds harmless CBBCR, CBBCR's Board, volunteers, agents,

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successors and assigns from any and all claims, actions, damages or demands whatsoever by reason of any such use of Adopter Materials. The Adopter understands that the Adopter will receive no compensation if any of such Adopter Materials are used. The Adopter understands that CBBCR has full authority as to which Adopter Materials are used or displayed on CBBCR's website, and is not required nor obligated to use any of the Adopter Materials.

13. AGREEMENT

This Agreement constitutes the final, complete and exclusive understanding between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements in regard thereto. The parties have not relied upon any promises, warranties or undertakings other than those expressly set forth in this Agreement. The Adopter hereby acknowledges that the Adopter has read and understands this Adoption Agreement and agrees to abide by all of the rules and regulations set forth herein. The Adopter promises to keep the Dog and treat it as a part of the Adopter's family. The Adopter agrees to promptly notify CBBCR with any change in contact information.

Signed this ____ day of _____, 20__

Signature of Adopter _____ Print Name _____

Signature of co-Adopter _____ Print Name _____

CBBCR Representative

Signature _____ Print Name _____

CBBCR Board Members as of the Adoption Date:

Christine Mueller e-mail: comebyrescue@hotmail.com) 618-660-6897 (C)

Maggie Malone e-mail: maggiemalone@sbcglobal.net 618-977-4046 (C)

Kathy Podorsek e-mail: kathyjimmyelyse@hotmail.com 734-718-2199 (H)

Elaine Wilson email: josie62249@yahoo.com 618-654-4728 (H)

Mary Gitzen email: mgitz@comcast.net 765-743-9465 (H)

2 copies: 1-Adopter, 1-CBBCR

Would you like to join our CBBCR Friends list of past adopters? ____ Yes ____ No

We share training issues, happy ever-after stories, pictures, and CBBCR updates.