



North Texas Samoyed Rescue, Inc.

Rescue Adoption Agreement

THIS RESCUE ADOPTION AGREEMENT is made on the ___ day of _____, 200___, between **NORTH TEXAS SAMOYED RESCUE, INC.** a 501(c)(3) nonprofit corporation formed under the laws of the State of Texas (hereinafter referred to as “NTSRI”), and _____ (*list all persons 18 years of age or older living in household*) (hereinafter referred to, jointly and severally, as “Adopter”).

For an in consideration of the sum of Two Hundred Dollars (\$200.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NTSRI and Adopter hereby agree as follows:

- 1. Adoption Application.** Adopter has completed NTSRI’s standard Rescue Adoption Application (hereinafter referred to as “Application”), attached hereto and made a part hereof. Adopter warrants that all information provided on the Application is true and correct. NTSRI has reviewed the Application, performed the preliminary home visit, and approved the Application.
- 2. Subject of Agreement.** NTSRI agrees to deliver into the custody of the Adopter the Samoyed breed dog(s) (hereinafter referred to, jointly and severally, as “Dog”) described below:

Name of Dog	Approximate Age	Microchip or other ID #
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Name of Dog	Approximate Age	Microchip or other ID #
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- 3. Warranties.** NTSRI warrants that Dog has been examined by a licensed veterinarian, is spayed or neutered, is current on vaccinations at the time of adoption, is heartworm-free and on preventative, and has been microchipped. **NTSRI makes no other warranties whatsoever regarding the health or demeanor of the Dog, and Adopter agrees that adoption of the Dog is on an “as is” basis.**
- 4. Care of Dog.**
 - 4.1 Adopter agrees to properly care for the Dog for so long as the Dog remains in Adopter’s custody. Such care shall include proper nutrition, access to potable water, a safe, clean, climate controlled, indoor location where the Dog shall reside, annual vaccinations by a licensed veterinarian, and administration of heartworm preventative year-round.

4.2 Adopter agrees that, if for any reason Adopter is unwilling or unable to continue to care for Dog, Dog shall be returned to NTSRI, and NTSRI agrees to accept the return of Dog. Dog shall be returned to NTSRI as soon as practicable, but in no event later than seven (7) days after NTSRI is notified that Adopter intends to return the Dog. All medication, including heartworm preventative, and veterinary records must accompany the Dog upon its return to NTSRI. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT ADOPTER SHALL NOT SELL, TRADE OR OTHERWISE PLACE DOG WITH AN ANIMAL CONTROL AGENCY, HUMANE SOCIETY, PET SHOP, MEDICAL LAB, OTHER OWNER OR ANYONE OTHER THAN NTSRI. IN THE EVENT OF ANY BREACH BY ADOPTER OF THIS SECTION 4.2, NTSRI SHALL DEMAND AND BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00), TO COVER DAMAGES, ATTORNEY'S FEES AND COURT COSTS ASSOCIATED WITH ENFORCING THIS SECTION 4.2.

4.3 Adopter agrees that NTSRI may periodically, with prior notice to Adopter, perform a home visit to ascertain that Dog is being cared for in accordance with the terms of this Agreement.

5. Limitation of Liability. NTSRI, ITS DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL NOT BE LIABLE TO ADOPTER OR TO ADOPTER'S FAMILY MEMBERS, HEIRS, SUCCESSORS, ASSIGNS, INVITEES TO ADOPTER'S PREMISES, OR ANY THIRD PARTIES FOR ANY DEATH, BODILY INJURY, DAMAGE, CLAIM OR LOSS WHATSOEVER, ARISING EITHER DIRECTLY OR INDIRECTLY OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.

6. Choice of Law. This Agreement shall be governed by the laws of the State of Texas as to all matters. The parties agree that the proper venue for any disputes arising out of this Agreement shall be the courts located in Dallas, Dallas County, Texas. Attorney's fees and court costs shall be paid by the party against whom judgment is rendered.

7. Complete Agreement. This Agreement is the entire agreement between NTSRI and Adopter and may not be modified in any manner whatsoever except in a writing signed by both NTSRI and Adopter.

AGREED TO AN ACCEPTED as of the date first above written.

ADOPTER

NTSRI

Name:

B. Lynn Sluder, President
North Texas Samoyed Rescue, Inc.
3846 Constitution
Dallas, Texas 75229
(214) 350-1953

Name: