



GERMAN SHEPHERD RESCUE of SOUTHEASTERN PENNSYLVANIA

9012 Cargill Lane | Philadelphia, PA 19115 | www.gsr-sp.com

ADOPTION AGREEMENT

This Agreement is hereby made on this _____ day of _____, 200__ by and between _____ (hereinafter, the "Adopter(s)") and German Shepherd Rescue of Southeastern Pennsylvania (hereinafter, "GSR-SP"), a non-profit organization incorporated under the laws of the Commonwealth of Pennsylvania.

The Adopter(s), in consideration for the placement by GSR-SP in the Adopter(s)' custody of a male/female German shepherd of approximately _____ months/years of age, presently called by the name _____ (hereinafter, the "Dog"), hereby agrees to be bound by the terms of this Agreement and specifically warrants and represents the following:

1. To pay a NON-REFUNDABLE adoption fee, in the amount of \$ _____ to GSR-SP to assist GSR-SP in its continuing efforts to find homes for unwanted German shepherd dogs.
2. To provide an indoor home for Dog and supply proper and adequate food and water to meet Dog's needs.
3. To provide full and complete veterinary care for Dog and to ensure that Dog is given all necessary annual vaccinations, including, but not limited to, vaccination against rabies in compliance with the laws of the Commonwealth/State of _____ and, further, to ensure that Dog receives preventative medication to protect against heartworm.
4. To ensure that Dog is, at Adopter(s)' expense, spayed or castrated by a qualified, fully licensed veterinarian and that the Dog is never bred and to provide proof of the spaying/castrating to GSR within ninety (90) days of the date of this contract. Upon proof of spay/neuter, Adopter(s) will be refunded the sum of Fifty Dollars (\$50.00) of the adoption fee.
5. To ensure that Dog is never used for, nor subjected to, cruel and/or inhumane treatment, including, but not limited to:
 - a. NEVER used for experimentation, scientific or otherwise;
 - b. NEVER given up for use as food for other animals;
 - c. NEVER used for dog fighting or other "sport" in which one animal is pitted against another for so-called "entertainment" purposes;

GSR-SP Agreement pg. 1 initial: _____ initial: _____

- d. NEVER used to facilitate the "sport" of hunting, whether as a retriever, chase animal or companion to a human engaged in such "sport"

- e. NEVER beaten or taunted in order to promote aggressive "guard dog" characteristics;
 - f. NEVER used to dominate and/or instill fear in other household pets;
 - g. NEVER transported in the rear of a pick-up truck or in any other open vehicle in which Dog's safety might be at risk; and/or NEVER left outdoors for any extended period of time during which the weather and elements may subject Dog to illness and/or exposure.
6. To provide adequate daily exercise for Dog, either by walking on a leash or by placement in a protected run, fenced yard or other enclosed outdoor area and NEVER to allow Dog to roam free and unsupervised.
 7. To obtain and maintain all necessary licenses and/or permits required by federal law as well as Adopter(s)' state and local laws.
 8. To treat Dog as a household pet, companion and family member and not to leave Dog chained, cooped and/or otherwise confined for extended periods of time.
 9. To allow a representative of or individual designated by GSR-SP to periodically enter Adopter(s)' residence, at a time mutually convenient to all parties, in order to inspect the property where Dog will be/is being kept and to ensure that proper care and shelter are being provided and, further, to relinquish Dog to GSR-SP in the event that GSR-SP determines, in its sole discretion, that Adopter(s) is in violation of any of the terms of this Agreement.
 10. To contact GSR-SP immediately in the event that the adoption is not successful for ANY reason and to return Dog to GSR-SP at Adopter(s) expense, so that an effort may be made by GSR-SP for re-adoption of Dog.
 11. To notify GSR-SP of any substantial changes in circumstances, including, but not limited to:
 - a. Adopter(s)' change of address and/or telephone number;
 - b. Changes in Dog's accommodations or living environment;
 - c. Loss, theft, serious illness, injury and/or death of Dog;
 - d. Attack and/or biting by Dog of any human or other animal; and/or
 - e. Substantial or sudden change in Dog's personality or temperament
 12. To provide safe and adequate boarding arrangements for Dog during any period of time when Dog will be left alone for more than twenty-four (24) hours.
 13. To return Dog to GSR-SP **immediately** if Adopter(s) learns that a female Dog is pregnant. In such event, Dog and any puppies born shall be the property of GSR-SP and Adopter(s)' adoption fee of \$_____ shall be returned in full. Once the puppies have been weaned, Adopter(s) shall have the option, at GSR-SP's sole discretion, to re-adopt Dog and repay the \$_____ adoption fee. All puppies shall remain the sole property of GSR-SP.

GSR-SP Agreement pg. 2 initial:_____ initial:_____

Adopter(s) represents that all of the information provided by Adopter(s) prior to and during this adoption

process, including all information supplied on GSR-SP's Adoption Questionnaire (a completed copy of which is attached hereto and made a part hereof), is true and correct to the best of Adopter(s)' knowledge, information and belief.

Adopter(s) acknowledges and supports GSR-SP's goal to find loving, humane and safe homes for purebred German shepherd dogs. Adopter(s) hereby promises to contact GSR-SP immediately if, for **ANY** reason, the adoption of Dog by Adopter(s) is unsuccessful or does not work out as anticipated. Adopter(s) agrees to relinquish Dog to GSR-SP for free and agrees **NOT** to sell or give away Dog to any other person or organization. Adopter(s) agrees to transport Dog to GSR-SP at any location designated by GSR.

Adopter(s) acknowledges that he/she/they has read all of the written materials supplied by GSR regarding the adoption of previously owned animals and understands that GSR-SP can make **NO** guarantees and/or promises regarding Dog's disposition, temperament and/or future health and personality. Adopter(s) agrees that he/she/they shall be responsible for any and all veterinary and other costs related to dog while Dog is in the custody and/or control of Adopter(s) effective as of the date of this Agreement.

Adopter(s) hereby agrees to release GSR-SP and hold GSR-SP harmless from any and all liability for damage and/or injury which may be caused to Adopter(s), his or her family, friends, neighbors, visitors, agents, servants, employees and/or workmen, directly or indirectly, by Dog. Furthermore Adopter(s) agrees to indemnify GSR-SP against any and all claims by third parties arising out of Dog's behavior and/or activities while Dog is in the possession custody and/or control of Adopter(s) and/or any family member, friend, neighbor, agent, servant, employee, and/or workmen of Adopter(s).

Violation of any single term of this Agreement by Adopter(s) shall result in the imposition of Liquidated Damages in the amount of **One Thousand Dollars** (\$1,000.00), plus attorney's fees and costs, payable to GSR-SP, to cover the costs of adoption, investigation of breach of this Agreement, recovery of Dog and/or re-adoption and other related costs. Furthermore, violation of this Agreement shall require the **IMMEDIATE** return of Dog to GSR-SP at Adopter(s) sole cost and expense.

The invalidity, unenforceability, or failure by a party hereto to enforce a clause or portion of this Agreement will not affect the validity or enforceability of any other provision herein. The terms of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement, along with the Adoption Application Questionnaire completed by Adopter(s) and any attachments hereto, contains the entire understanding and agreement between/among the parties and supersedes any prior understandings and/or agreements between/among them respecting the adoption and care of Dog.

I/We hereby certify that I/We have read all of the terms of this five (4) page Agreement, that I/We understand my/our obligations and representations arising hereunder, that I/We have been afforded ample opportunity to review the terms of this Agreement and to seek review and advice from an attorney or other outside party and that I/We agree to be bound by each and every term of this Agreement. We further acknowledge that we understand that the adoption fee we are paying for

GSR-SP Agreement pg. 3 initial: _____ initial: _____

Dog is non-refundable, even if we return Dog to GSR-SP or GSR-SP reclaims Dog under the terms of this Agreement, except as otherwise set forth herein at Paragraph #13. We further acknowledge that we understand that all future veterinary care for Dog is our responsibility and that GSR-SP cannot and does not make any warranty or guarantee regarding the health of Dog.

Adopters Signature

Date

2nd Adopters Signature

Date

Witness

Date

Adopter's Mailing Address		
City:	State:	Zip:
e-mail:		
Phone:		
2nd Adopter's Mailing Address (if different from above)		
City:	State:	Zip:
e-mail:		
Phone:		

GERMAN SHEPHERD RESCUE of SOUTHEASTERN PENNSYLVANIA

By: _____

Witness: _____

GSR-SP Agreement pg. 4 initial: _____ initial: _____

Foster Parent Form