



CHIQUITA'S FRIENDS

A 501c3 non-profit corporation Tax ID: 45-2071542
1401 Corral Canyon Road
Malibu, CA 90265
info@ChiquitasFriends.org
310-717-5480

Adoption Contract

This agreement is dated _____, by and between Chiquita's Friends representative Geraldine Gilliland, hereinafter referred to as "rescuer", and _____, hereinafter referred to as the "adopter".

The adopter hereby understands, promises, and agrees that in receipt of this dog to forever release, discharge and covenant to hold harmless rescuer and by other person, firm, or organization charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors, and assigns from any and all claims, damages, and costs, expenses, loss of services, actions and causes of action belonging to the said adopter, arising out of any act or occurrence from the present time and particularly on account of the adoption of:

Name: _____

Breed: _____

Sex: _____

Color: _____

Date of Birth/Approximate Age: _____ hereinafter referred to as "this dog" or the "dog".

The adopter hereby declares that neither representations about the nature of the adopted dog, nor any representations regarding the nature and extent of legal liability, or of financial responsibility have induced the adopter to sign this contract.

Chiquita's Friends acknowledges receipt of a donation in the amount of \$ _____ to aid with reimbursement of veterinary and other expenses from the adopter.

The adopter hereby acknowledges the following provisions as defined:

FEE

The donation is not a fee or sale price, but a request to defer or reimburse Chiquita's Friends for any and all medical expenses, or any other expenses incurred by the dog or rescuer to consider dog for adoption.

SPAY / NEUTER AGREEMENT

This is a contract of MANDATORY Spay/Neuter as defined herein.

This spay agreement is an agreement that the female dog will not produce a litter of puppies, either as purposely bred or by accidental breeding. The Chiquita's Friends female dog, adopted as a puppy, will be spayed prior to adoption. If the dog's health does not allow this agreement to be honored, permanent ownership by the adopter is contingent upon a veterinary statement. This statement will be by the veterinarian that has seen this dog, examined this dog and has evaluated this dog as not yet in emotional and/or physical condition for spay. Based on this situation, Chiquita's Friends, not the adopter, and the veterinarian will extend the length of time to be spayed immediately after the dog's condition has improved.

Verification of sterilization by the veterinarian is to be mailed to Chiquita's Friends within fourteen (14) days of the spay. It is the responsibility of the adopter, not the veterinarian; to be sure that rescuer has received this statement. If this agreement is not honored, the adopter will acknowledge and agree that the contract has been violated, and the adopter will transport the dog back to rescuer with no refund.

The Chiquita's Friends male dog shall be neutered prior to adoption. Proof of sterilization by the veterinarian must be provided to rescuer and given to adopter. If the health of the dog delays the neuter, the veterinarian that has seen this dog, examined this dog, and evaluated this dog must provide a statement to inform as to why neutering cannot be done and when it can. Chiquita's Friends will then reidentify the guidelines based on the dog's condition. It is the responsibility of the adopter, not the veterinarian to be sure that rescuer has received this statement. If this agreement is not honored the adopter will acknowledge and agree that the contract has been violated, and the adopter will transport the dog back to rescuer with no refund.

COLLARS AND TAGS

The dog will not wear a pinch (cleat) collar or any similar article around the neck for the purpose of any basic training, any basic correcting, or for permanent use of identification.

The pinch (cleat) collar is only to be used to correct a behavior problem which is an isolated incident and only under the guidance of a professional dog trainer, then not to be used for any other reason.

The dog shall at all times be required to wear a nylon belt buckle collar with the rabies tag, identification tag (displaying the home address and the county license). The chain collar (often referenced as a choke chain or referred to as a training collar) will only be used to walk the dog on a leash.

A leash is required when the dog is taken out in a public area which enforces a leash law, any area which requires total control over the dog at all times, and any area which requires the dog to be leashed at all times when walking in a residential area.

TRANSFER OF OWNERSHIP

The dog shall not be sold, given to, or adopted to anyone else, nor shall there be any transfer of ownership to any firm, corporation, or organization of other homeless animals, such as another rescue facility, or research facility.

The dog adopted from Chiquita's Friends must be returned to rescuer if for any reason the adopter can no longer keep it. Violation of this agreement will result in court costs and attorney fees payable by the adopter if necessary for the rescuer to redeem the dog.

MICROCHIP

All dogs from Chiquita's Friends are microchipped. Microchip# _____
It is the adopter's responsibility to maintain and update information to Chiquita's Friends for chip registration. Chiquita's Friends will always remain the primary contact on the chip and will add owner's information. Registry is located at www.FoundAnimals.org

ENVIRONMENT

The dog shall reside indoors, in the adopter's home, and live as a family member and companion only. 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 at home. The dog may be confined to a room such as a bedroom or basement, or any other room of adequate size, and protected from the elements of weather.

The adopter is not to expose the dog to harmful objects, poisons, or other living creatures that may endanger the dog's life. The dog may be crated for no longer than eight (8) hours in a twenty-four (24) hour period of time. The crate must be large enough for the dog to lie comfortably on its side.

An outside shelter, such as a doghouse, is not acceptable as residence, but can be used only when needed in extreme heat, cold, or rain when the dog is let out into the yard for short periods of time and only when the adopter is at home.

HEALTH PROGRAM

The Chiquita's Friends dog adopted as a puppy shall begin heartworm preventative at four (4) months of age when receiving the rabies shot as required by law. The dog shall remain on heartworm preventative indefinitely throughout the entire lifespan of the dog. Chiquita's Friends reserves the right to verify with the adopter's veterinarian that the heartworm preventative has been purchased and that the dog has a yearly blood test for this purpose. The dog shall also have yearly booster shots of DA2PP and bordatella.

It is strongly recommended that all adopters continue on with regular health maintenance of their adopted dog. We advise that the adult dog when adopted within five (5) days of the adoption date starts the heartworm preventative program and to get a fecal test done to be sure the dog is free of parasites. Renewal of rabies vaccine is required by law and therefore by the terms of this contract.

IMPORTANT NOTICE - TEMPERMENT

Chiquita's Friends makes no explicit or implicit guarantees in reference to the health and/or temperament of the dog. The dog is adopted "as is" and 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. Rescuer will provide the dog with the basic vaccines before adoption if the age and current health of the dog permits.

While the rescuer makes every effort to place only healthy animals, the rescuer cannot guarantee the health of any animal, and shall not be held responsible for any medical expenses which may be incurred, hereby expressly excluding any implied warranties of merchantability or fitness for any particular purpose, including, without limitation, any warranties regarding health, temperament or whether the animal is housebroken.

REMEDY FOR NON-COMPLIANCE

It is agreed that rescuer shall retain superior title in said animal, limited to and for the express purpose of assuring the animal's well-being, and only exercise it's superior claim in the event it appears to Chiquita's Friends that the proper and humane care, as specified in the above adoption provisions, is not being afforded said animal, in which case the animal may be taken through a claim and delivery proceeding.

The adopter further agrees that if there is any breach or default of the terms of this contract, and the dog must be redeemed through a claim and delivery service, that the adopter will be held liable for all court costs and fees for the adopter's attorney and for rescuer's attorney.

This has been read to the adopter and explained to the adopter. The adopter has read this, understands and agrees to this, and is signing this contract.

COSMETIC SURGERY

Unless directed by a licensed veterinarian for reasons related to the health and welfare of the dog, cosmetic surgery will not be performed under any circumstances, including, but not limited to, tail docking or ear cropping.

TRANSPORTATION

The dog will not ride in the back of a pickup truck under any circumstances, including those such as in a cage/kennel, or tied. The dog shall not remain in any vehicle in extreme heat, with windows down, or unattended for any amount of time.

ADEQUATE FENCING

The adopter agrees that the definition of an adequate fence is a fence that encloses a yard or a large pen, larger than the outdoor kennels. An adequate fence is one that prevents the dog within to go out of the area by jumping, digging, or exiting through gates not properly secured. The fence will prevent any other animal from entering the property the dog lives on, and will be secure enough to prevent intruders or small children from easily gaining entry. The adequate fence does not include a split rail, electric, or invisible fence. A shock, or electric, collar is not acceptable.

A kennel environment is not acceptable for housing, safety, or the emotional well being of the dog. If the dog should be able to jump over, or dig under, the fence it is no longer an adequate fence and must be repaired by raising it to six (6) feet or sealing any and all weak spots immediately. This decision on whether a home is adequately fenced will be made by Chiquita's Friends, not by the adopter. While the fence is not serving the purpose, the adopter shall not leave the dog unattended in the yard at any time.

RESCUER'S RESERVATION OF RIGHTS

Chiquita's Friends reserves the right to follow up on this adoption, to inspect the animal and where the animal is kept, for the sole purpose of determining compliance with the terms of the within contract, by making a personal visit to the premises of the adopter at anytime during the entire lifespan of the dog.

If the terms and conditions of this contract are not upheld by the adopter, and/or any misrepresentations have been made by the adopter, rescuer reserves the right to terminate this contract and the adopters will agree to allow a representative of rescuer to reclaim the dog without notice or refund. The adopter further agrees to pay liquidated damages, in the amount of fifty (50) dollars per day, for every day that the adopter fails to comply with the agreement terms, or willingly surrender the dog at time the incident has become knowledge to rescuer.

Chiquita's Friends reservation of rights also includes not adopting a dog into an area or environment that may endanger the life of the dog, which includes relocating with the dog after the adoption agreement.

If the dog becomes lost, seriously injured, and/or permanently disfigured, or for any reason the dog dies, the rescuer must be notified within five (5) business days. Notification of Chiquita's Friends is to include all veterinarian, animal control, legal, and other paperwork.

ADOPTER'S ACKNOWLEDGMENT OF TERMS

The undersigned adopter hereby acknowledges receipt of the above described animal and therefore agrees to the following terms:

1. The dog will not be allowed off leash except within adequate fencing.
2. The dog will not be chained to a doghouse, or chained outside to any type of object
3. The dog is not to live in a garage, doghouse, or any type of outbuilding.
4. The dog will wear a collar or harness with an ID tag when outside of it's home.
5. Shelter from weather must be provided for the dog at any time that the dog is outside, if the weather is extreme heat, extreme cold, or any other weather condition that may endanger the health of the dog. The dog is not to remain solely in a crate while indoors, only while adopter is not at home, if at all, and not for more than eight (8) hours a day.
6. The dog is not to be left with small children at anytime when unattended by an adult.
7. The adopter must keep the rescuer informed with the name of the dog's veterinarian.
8. The dog must remain on heartworm preventative all year round, receive annual shots and other proper veterinary care.
9. The dog is to have adequate food, water, and shelter at all times.
10. The adopter shall refrain from physical abuse of the animal and from otherwise treating the animal in an inhumane manner.
11. If for some reason the adopter no longer wants the dog, it will be returned to Chiquita's Friends.
12. Chiquita's Friends makes no guarantees about the dog's temperament, behavior and/or health.
13. All fees are non-refundable.

CHANGE OF ADDRESS AND NOTIFICATION

The adopter agrees to notify rescuer no less than ten (10) business days prior to change of address, or change of environment that will affect the dog, and no more than five (5) business days after any incident involving animal control and/or complaints arising from said ownership of the dog.

COSTS OF ENFORCEMENT

Should it become necessary for rescuer to take action to recover an adopted dog, or otherwise enforce the provisions of the adoption contract agreement, the undersigned adopter(s) will be responsible for all court costs and all attorney fees representing either the adopter or rescuer.

CONFIDENTIALITY

This is a confidential agreement between the adopter and the rescuer.

RIGHT OF OWNERSHIP

The dog adopted from rescue is "sole property" of rescue, and has been surrendered as such by private owners or animal facilities that have signed a statement agreeing that the above mentioned dog is not owned property of any other person, firm or organization. Rescuer shall not be held liable, charged, or chargeable for any misrepresentations unknown to this rescuer.

Signed this _____ day of _____, in the year _____

Adopter's Signature(s): _____

Adopter's Address: _____

City: _____

State & Zip Code: _____

Primary Phone: _____

Additional Phone: _____

Email: _____

Rescuer's Signature(s): _____

Rescue Agency:
Chiquita's Friends
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