



North East Rottweiler Rescue & Referral, Inc.
Rescuing & Rehoming Rottweilers Since 1998

PO Box 510
Portsmouth, RI 02871

Phone: (866) 392-0102
Web: www.rottrescue.org



Contract for Adoption of a Rottweiler

This agreement is made this ___ day of _____, 2009, by and between North East Rottweiler Rescue & Referral, Inc., hereinafter referred to as "NERR&R, Inc." and _____ hereinafter [collectively] referred to as the "Adopter."

A. Subject to the terms of this Contract for Adoption (hereinafter the "Contract") NERR&R, Inc., hereby agrees to place for adoption with the Adopter the following described Dog (hereinafter referred to as the "Adoptee" or the "Dog"):

NAME: _____ NERR&R, INC.#: _____ SEX: _____
COLOR: Black and Tan DOB/APP AGE: _____
BREED: Rottweiler TATTOO/MICROCHIP#: _____
DISTINGUISHING CHARACTERISTICS: None
AKC NUMBER (if known): Unknown

B. NERR&R, Inc. 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 shall assume all responsibility for the treatment of any and all kinds of existing conditions and any other conditions of physical or temperament changes that may occur.

1. NERR&R, Inc. cannot guarantee the health of the Dog. Adopter hereby holds NERR&R harmless for any veterinary expenses that may be incurred.

2. NERR&R, Inc. hereby expressly excludes any implied or express warranties of merchantability or fitness of the Dog for any particular purpose, including without limitation, any warranties regarding health, temperament or whether the animal is housebroken.

3. The Adopter hereby declares that no 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.

C. Adopter agrees to assume all responsibility for the Dog's actions after the execution of this Contract. The Adopter hereby understands, promises and agrees in consideration of the adoption of the Dog to forever release, discharge and covenant to hold harmless NERR&R, Inc., its officers, agents, and employees, 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 or against the said Adopter, arising out of any act or occurrence from the present time and particularly on account of the adoption of or any action of the Dog.

D. In consideration of the adoption contemplated by this Contract, and for other consideration, the receipt and sufficiency is hereby acknowledged, the Adopter further agrees as follows:

1. The Adopter agrees to make a donation to NERR&R, Inc. in the amount of \$___ prior to or contemporaneous with the adoption contemplated in this Contract. If the Adopter provides proof of completion of the required obedience course described in Paragraph 2 of this Section D, below, NERR&R, Inc. shall refund \$50.00 of the Adopter's donation.

2. Adopter agrees to complete a formal obedience class with the Dog by _____, and provide a written certificate of completion to NERR&R, Inc. by _____. *Certificates of completion must be mailed to NERR&R, Inc, PO Box 510, Portsmouth, RI 02871, by the date given in this paragraph.*

a. Residential training does not qualify unless the Adopter is required to do a six-week follow up program with the training facility.

b. The term "formal obedience class" does not include puppy classes.

c. If the Dog is a puppy, the Adopter is encouraged to participate in puppy socialization classes. The Adopter and the Dog must attend an obedience course after the age of 6 months in order to fulfill the training requirement.

3. Adopter agrees to care for the Dog in a humane manner, including but not limited to providing water, premium quality food, shelter, exercise and veterinary care, including vaccinations as recommended by a licensed veterinarian, for the duration of said dog's life, all in a manner satisfactory to NERR&R, Inc.

a. The Adopter agrees that under no circumstances will the Dog be dual personality as defined: no protection, attack, schutzhund or guard Dog training is permitted. The Dog will not be encouraged to show any aggressive or agitated behavior.

4. Adopter agrees to license the Dog with Adopter's municipality by _____ and annually thereafter. *Proof of license should be mailed to NERR&R, Inc, at PO Box 510, Portsmouth, RI 02871 by _____.* If proof is not received by this date NERR&R, Inc. will contact Adopter's town hall to verify licensing.

5. Adopter agrees that the Dog shall reside indoors, in the Adopter's home, and live as a family member and companion. Adopter agrees that the Dog shall not be kept outdoors during the Adopter's working hours, nor at any time left alone outdoors while the Adopter is not at home.

a. The Dog may be confined to a room such as a bedroom or basement or any other room of adequate size, provided that the Dog is protected from the elements of weather, and not exposed to elements that may endanger the Dog.

b. Adopter agrees that the Dog shall not be crated for excessive periods of time. Crates must be large enough for the Dog to stand up in, and turn around in as well as having the proper floor to allow the Dog to lie comfortably on its side.

c. Adopter agrees that an outside shelter such as a Doghouse is not an acceptable residence but may be used 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.

d. Adopter agrees that the Dog should not be chained to a Doghouse or chained outside to any type of object or out building, or secured on a cable runner.

e. NERR&R, Inc. recommends that the Dog not wear a pinch (prong or cleat) collar or any similar article around the neck unless under the instruction and guidance of a trainer. Adopter agrees that such collars shall not be used as the Dog's "every day" collar. NERR&R, Inc. also recommends that the Dog, at all times, wear a nylon or leather belt buckle collar with the rabies tag, NERR&R ID tag, and the county/town license. The collar must be checked regularly to ensure proper fit. It is not necessary that the Dog wear the collar at night in the house; however, if the possibility exists that the Dog may escape during the night, the collar must be left on at all times. Training collars should only be worn while training.

6. Adopter agrees to provide the Dog with adequate veterinary and health care at all times, including, without limitation, the following:

a. The Dog should remain on heartworm preventative as recommended by your veterinarian based in your locale throughout the entire lifespan of the Dog.

b. The Dog should also follow veterinary protocol for vaccinations and boosters.

c. The adult Dog, when adopted, must be seen by a veterinarian within fourteen (14) days of the adoption date to start the heartworm preventative program and to get a fecal done to be sure the Dog is free of parasites. Renewal of the rabies vaccine is required by law and therefore by the terms of this contract.

d. In addition to the minimal health requirements, a veterinarian must be consulted if the Dog shows signs of illness, which may include refusal to eat or drink, depression, lameness, difficulty urinating/defecating, discharge from eyes, nose and ear, vomiting, diarrhea, crying excessively, excessive panting, etc.

e. Because serious health problems arise when a Dog is overweight, the Adopters agree to maintain the Dog's weight at an appropriate level.

f. Unless directed by a licensed veterinarian for reasons related to the health of the Dog, tail docking should not be performed under any circumstances.

7. Adopter agrees that the Dog will not be left alone with any children at any time. An adult should be with the Dog whenever there are any children around.

8. Adopter agrees to refrain from physical abuse of the animal and from otherwise treating the animal in an inhumane manner.

9. The Adopter agrees that the Dog will not ride unsecured in the back of a pick up truck. A secured Dog is one riding in a crate, under a cap, with a body harness in the bed, or within the cab of the truck. Adopter agrees that the Dog shall not remain unattended in any vehicle in extreme heat or cold.

10. If for any reason Adopter is unable to keep the Dog for its entire life, Adopter MUST contact NERR&R, Inc. and make arrangements to return the Dog to NERR&R, Inc. at Adopter's expense. The Adopter should provide a full veterinary history upon the Dog's surrender. Adopter agrees never to sell, give away, or dispose of the dog for any reason whatsoever, excepting therefrom only euthanasia for medical reasons upon the advice of a licensed veterinarian, without the prior written consent of NERR&R, Inc.

- a. The Adopter agrees to notify NERR&R, Inc. of any change of address.
- b. NERR&R, Inc will accept the return of any adopted Dog for any reason.
- c. Returned Dogs will be re-evaluated for program suitability; Dogs failing the evaluation will be euthanized at the discretion of the NERR&R, Inc. Board of Directors.
- d. Dogs returned to NERR&R, Inc. with a bite incident involving a human are unadoptable and euthanized upon return.
- e. Adopter agrees to notify NERR&R, Inc. IMMEDIATELY in the event the dog is lost or stolen, or in the event of the adopted Dog's euthanasia or natural death. NERR&R, Inc. reserves the right to request and receive a veterinarian's "cause of death" statement in the event of the dog's death.

E. Should Adopter breach any of the agreements or provisions of this Contract, or in the event that the Adopter has made any misrepresentations to NERR&R, Inc. in the adoption application or any other communications with NERR&R, Inc., NERR&R, Inc. shall have the absolute right to rescind this Contract and recover possession of the Dog. Adopter agrees in such circumstances to allow a representative of NERR&R, Inc. to enter upon the Adopter's premises to reclaim the Dog without notice or refund.

1. Should Adopter fail to return the Dog pursuant to this Section E NERR&R, Inc. may seek an order from a court of competent jurisdiction for the return of the Dog. In such event the undersigned Adopter agrees to be responsible for all court costs and all attorney fees incurred by NERR&R, Inc.

F. Miscellaneous Provisions.

1. No provision of this Contract may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing signed by the NERR&R, Inc. and the Adopter. No waiver by either party of any breach of a provision or condition of the agreement will be deemed a waiver of any other provision or condition of the agreement at the same or at any prior or subsequent time.

2. The validity, interpretation, construction and performance of this Contract will be governed by the laws of the Commonwealth of Massachusetts, without regard to its choice of law rules.

3. The invalidity or unenforceability of any provision of this Contract will not affect the validity or enforceability of the other provision of this Contract, all of which will remain in full force and effect.

I hereby acknowledge receipt of the Dog and therefore agree to the terms outlined in this Contract.

Signed this _____ day of _____, 2009

Adopter: _____ ()

Driver's License#: _____ D.O.B.: _____

Adopter: _____ ()

Driver's License#: _____ D.O.B.: _____

Address: _____

City/State/ZIP: _____

Home Phone: _____

Work Phone: _____

NERR Witness: _____

Adoption Coordinator, North East Rottweiler Rescue & Referral, Inc.

SAMPLE

Additional Medical Information

NAME: _____ NERR&R, INC.#: _____ SEX: _____
COLOR: Black and Tan _____ DOB/APP.AGE: _____
BREED: Rottweiler TATTOO/MICROCHIP#: _____
WEIGHT: _____ DATE WEIGHED: _____ IDEAL WEIGHT: _____
CURRENT DIET: _____

Vaccinations/Medical Treatments:

DHLPP: _____ Interceptor: _____
Rabies: _____ Frontline: _____
KC: _____ Heartworm Test: _____
Lyme: _____ Fecal Test: _____
Other:
•

Your NERR&R, Inc. Dog has either been tattooed or microchipped. Tattoos and microchips are registered to NERR&R, Inc. If your Dog becomes lost or missing at any time, immediately notify NERR&R, Inc. at 866-392-0102 as well as:

Tattoo: the National Dog Registry at 1-800-NDR-DOGS (800-637-3647).

Microchip: Home Again at 800-252-7894

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Contact Information

Asst. Foster Coordinator: Michele Scarpa, mescarpa@sbcglobal.net

Adoption Coordinator: Christina Dupuis, onebigassDog7@verizon.net

Follow-Ups Coordinator: Patti Siegel, rottngirl17@yahoo.com

Training questions may be addressed to: Dori Almann at rottienh@hotmail.com

If you would like to volunteer, please contact: Nina Harvey at rottieboys@verizon.net

SAMPLE