

MID-FLA ACD FANCIERS ADOPTION AGREEMENT

Dog's Name _____ Sex _____

Age _____ Color _____

Identifying marks _____

Tattoo Number or Microchip Number _____

1. Parties:

1.1 MID-FLA ACD FANCIERS, hereinafter referred to as "MFACDF" in this adoption agreement. The MFACDF includes that organization and related entities including but not limited to, these organizations officers, directors, committee members, members, heirs, successors and assigns.

1.2 ADOPTER is the person or persons identified as the adopting parties below, together with their agents, heirs, successors and assigns.

2 ADOPTER'S Obligations:

2.1 RETURN. The MFACDF retains the right to recover the adopted dog if

* the adoption is not satisfactory to the Adopter

* in the MFACDF's sole judgement, recovery would be in the best interest of the dog

* the Adopter fails to comply with the provisions of this adoption agreement.

2.2 REFUND. If the adopted dog is returned within two (2) weeks for any reason and the dog is in good physical and mental condition, there shall be a refund of the adoption fee, minus any expenses incurred in getting the dog suitable for adoption (spay/neuter, shots, vet bills). Refunds after two (2) weeks will be at the discretion of the MFACDF.

Any cost incurred for returning of the dog shall be at the expense of the Adopter.

2.3 TRANSFER OF OWNERSHIP. The adopted dog shall not be transferred to any other person, firm, corporation, organization, or other entity, for any reason whatsoever but shall be returned to the MFACDF rescue committee.

2.4 PROPER OWNERSHIP. The Adopter will provide food, water, suitable shelter, Veterinarian care, keep the dog up to date on shots, rabies, etc. If the dog is lost or stolen, the Adopter will notify the MFACDF immediately.

2.5 ADOPTION FEE. The adopter shall pay an adoption fee of \$_____ when this adoption agreement is executed.

3. INFORMATION about the adopted dog. As a courtesy the MFACDF has furnished the Adopter with limited information about the adopted dog. The MFACDF Has no reason to believe this information is false, however, the MFACDF cannot and Does not represent that such information is accurate. The Adopter may not and is not relying upon the accuracy of the information supplied by the MFACDF in entering into this adoption agreement. Instead, the Adopter has fully and freely examined the adopted dog and has based the decision to adopt upon his/her own evaluation of the adopted dog's character and condition.

4. WARRANTIES AND LIABILITIES

4.1 RELEASE. In consideration of the MFACDF's transfer of the adopted dog to the Adopter, the Adopter agrees that it, its assignees, heirs, distributees, guardians, and legal representatives forever releases and shall not make a claim against, sue, or attach the property of the MFACDF for any actions, causes of actions, suits, liabilities, claims, demands,

damages or causes of any kind or nature whatsoever, whether presently existing or arising in the future, whether known or unknown, which arise out of or are based upon any fact, matter, claim or thing involving the adoption of this dog.

4.2 LIABILITY to third parties. The Adopter agrees to indemnify and defend the MFACDF against and save the MFACDF harmless from any and all demands, claims, causes of action, or judgments, and any and all expenses (including, without limitations, attorney's fees) incurred in investigating or resisting the same, for injury to person, loss of, life, or damage to property, occurring during the life of the dog.

THE ADOPTED DOG IS FURNISHED TO THE ADOPTER AS IS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION, GUARANTEE OR WARRANTY CONCERNING ITS PERFORMANCE OR CONDITION. ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY THE MFACDF AND WAIVED BY THE ADOPTER.

I have read the above adoption contract and understand it.

Adopter's Name

Signature_____ Date_____

Adopter's Address _____

City_____ State_____ Zip_____

Adopter's Telephone (Home)_____

Adopter's Telephone (Work)_____

E-MAIL _____

MFACDF Rescue Agent_____ Date_____

MFACDF Agent's Address_____

City_____ State_____ Zip_____

MFACDF Agent's Telephone Number

E-MAIL_____