



MSIR [Midwest Shiba Inu Rescue]

1328 South Abington Lane
Round Lake, IL 60073

630-225-5046 voice mail/fax

www.shibarescue.org

adoptions@shibarescue.org

This document is an adoption contract (**Standard**) between and about the following parties.

DOG TO BE ADOPTED ("DOG"):

Dog Name:		General Health:	
MSIR ID #:		Spayed/Neutered?	
Color:		Allergies:	
Sex:		Next Rabies Shot Due:	
Approx. Birth Date:		Next DHLLP Shot Due:	
Height:		Next Heartworm Med Due:	
Weight:		Next Flea/Tick Med Due:	
Microchip #:		Food Type:	
Biting History:		Total cups of food/day:	
Other:			

NEW OWNER CONTACT INFORMATION ("ADOPTER"):

Name(s):		
Address:		
City/State/Zip:		
Home Phone:		
Other Phone:		
Email:		

EMERGENCY CONTACT (NOT RESIDING WITH ADOPTER):

Name:			
Address:			
City/State/Zip:			
Home Phone:		Other Phone:	
Email:			

AGREEMENT

ADOPTER has considered **DOG**, and wishes to adopt it into his/her home. **ADOPTER** understands that **MSIR**, who is placing **DOG**, and desires that **DOG** have a kind and loving home for the remainder of its natural years, stipulates the following conditions to which **ADOPTER** hereby agrees:

OVERALL

- 1.) **ADOPTER** will never abuse or neglect **DOG**, and will provide an understanding, loving and compassionate home for **DOG**.

MANAGEMENT

- 2.) **ADOPTER** will not allow **DOG** to run loose or be off lead outside, unless confined in a securely fenced area or on a suitable long line or leash. If **DOG** is on an outdoor tie-out, **ADOPTER** will supervise **DOG**.
- 3.) **ADOPTER** will not allow **DOG** to be a danger to anyone, or a nuisance to the neighborhood. **ADOPTER** will immediately employ or obtain approved training techniques, or seek professional intervention, to address any problems or issues of this kind, especially aggressive behavior, biting, destructive behavior, or continuous barking.
- 4.) **ADOPTER** will obtain any necessary municipal licenses, and follow all applicable local, state and federal ordinances in order to prevent **DOG** or **ADOPTER** from being in violation of the law.
- 5.) **ADOPTER** will contact **MSIR**, within **twenty-four (24)** hours of occurrence, regarding **DOG**, if **DOG** is stolen, escapes home, or otherwise becomes lost.
- 6.) **ADOPTER** will keep **MSIR** informed, within **thirty (30)** days of occurrence, regarding **DOG**, including but not limited to:
 - Changes in address or telephone numbers.
 - Updates on **DOG**, and photographs if available.
 - Actions that resulted in **DOG** being killed or dying for any reason.

HEALTH & WELFARE

- 7.) **ADOPTER** will promote the excellent physical health of **DOG** by providing proper and prompt veterinary care, quality meat-based dog food, fresh water, secure exercise space, and environmentally controlled shelter.
- 8.) **ADOPTER** will promote the excellent mental health of **DOG** by providing proper obedience training, animal/human socializing, and interactive living conditions.

VETERINARIAN CARE

- 9.) **ADOPTER** has **ten (10)** days from the date of this contract to take **DOG** to a veterinarian of **ADOPTER's** choosing for examination, to ensure good health, and administration of any necessary vaccinations noted above.
- 10.) **ADOPTER** agrees never to have this **DOG** euthanized, except in the circumstance of a veterinarian's opinion for medical reasons only, without first contacting **MSIR**, and receiving written permission to do so.

- 11.) **ADOPTER** agrees never to have this **DOG** undergo elective surgery, such as "de-barking," except in the circumstance of a veterinarian's opinion for medical reasons only, without first contacting **MSIR**, and receiving written permission to do so.

OWNERSHIP & MONITORING

- 12.) **ADOPTER** will never sell or give **DOG** to retailers, dealers, wholesalers, auction, research, dog fighting, or any other person(s) for any reason.
- 13.) **ADOPTER** will, in the event that, at any time, **ADOPTER** becomes unable or unwilling to care for and keep **DOG**, contact **MSIR**, and return **DOG** to **MSIR**, including bearing the cost of such return.
- 14.) **ADOPTER** will allow **MSIR**, or another person of their choosing, to examine and inquire about **DOG** at **DOG's** residence, at reasonable times, and by appointment.
- 15.) **ADOPTER** acknowledges that he/she may contact **MSIR** at any time regarding questions about **DOG**, including but not limited to its care, training, and behavior.

FEES, REBATES & REFUNDS

- 16.) **ADOPTER** has provided **MSIR** with an adoption fee of \$_____ for **DOG**, and reimbursed other costs of \$_____ incurred by **MSIR** for transport, kennel, leash, collar, health certificate, etc.
- 17.) Should **ADOPTER** determine during the first **ten (10) days** from the date of this contract that **DOG** has any undisclosed major defect or communicable disease, **DOG** can be returned to **MSIR** for a full refund of all adoption fees.
- 18.) Should **ADOPTER** determine during the first **thirty (30) days** from the date of this contract that **DOG** is not a good fit for **ADOPTER**, **DOG** can be returned to **MSIR** for a full refund of adoption fees less any costs incurred by **MSIR** in returning **DOG** to **MSIR**.
- 19.) **MSIR**, upon receiving proof of completion of a positive training obedience class (e.g., praise, treat, clicker training, etc.) or other positive motivation training, (e.g., agility, tracking, T-Touch, or other class receiving prior approval by **MSIR**) by **DOG**, will rebate \$25 to **ADOPTER** for each such class completed within **three (3) years** of the date of this contract.
- 20.) **MSIR**, upon receiving a signed *American Kennel Club (AKC) Canine Good Citizen (CGC)* certificate for **DOG**, will rebate \$25 to **ADOPTER** if such certificate is achieved within **five (5) years** of the date of this contract.
- 21.) **MSIR** will not consider any requests for other refunds or rebates, nor will **MSIR** consider requests for refunds or rebates relating to any time frames other than those noted in this Contract.

LIABILITY

- 22.) **MSIR** asserts that it has no knowledge of **DOG** being deemed "dangerous" or "vicious" by the Administrator under the Illinois Animal Control Act, and further asserts that if **MSIR** has observed any aggressive behavior by **DOG** that such behavior has been fully disclosed to **ADOPTER**.
- 23.) **ADOPTER** understands and agrees that **MSIR**, as an individual, as well as an organization, cannot guarantee the health, temperament, training or suitability of **DOG** for any particular purpose.

- 24.) **ADOPTER** agrees that in consideration of **MSIR** allowing **ADOPTER** to adopt **DOG**, **ADOPTER** will be solely responsible for **DOG** and will indemnify and hold harmless **MSIR**, as well as its individual volunteers and board of directors, for any and all claims of liability, including legal fees, for the conduct of **DOG** on or after the date of adopting **DOG**.
- 25.) **ADOPTER** further agrees and intends that this Release of Liability and Indemnification shall apply to all known, unknown, and unanticipated damages resulting from control of **Dog**.

MEDIA RELEASE

- 26.) In exchange for consideration received, **ADOPTER** hereby gives permission to **MSIR** to use his/her likeness and that of **DOG** in all forms and media for advertising, trade, and any other lawful purposes.

This contract shall be deemed legally binding and will be adjudicated according to the laws of the State of Illinois and the County of Lake. All provisions in this contract are designed to safeguard **DOG**, the breed in general, and the community. Failure to comply with any provision of this contract will mandate the immediate return of **DOG** to **MSIR**, without rebate of any Adoption Fees, and may result in legal proceedings.

ADOPTER hereby enters into this agreement, being legally able to do so, and certifies that **ADOPTER** has read this contract and its stipulations, received a copy of this contract, understands the contract, and accepts the rights and obligations involved in taking **DOG** into **ADOPTER**'s life and home.

 (Signature of **ADOPTER**) (Date) (Signature of **MSIR Foster Home**) (Date)

 (Signature of **ADOPTER**) (Date) (Signature of **MSIR Officer**) (Date)

Forward the ORIGINAL signed contract, adoption fee (checks only) and a copy of all Medical Documentation to MSIR