

# My Speckled Calf Rescue

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(310) 736-9013

## ADOPTION AGREEMENT RELEASE and INDEMNITY

**This contract is to be completed by the Adopter(s) and a Representative of My Speckled Calf Rescue.**

**RETURN PAGES 1 – 7 OF THE ORIGINAL AGREEMENT TO:**

ANIMAL ADOPTED		ADOPTER	
Rescue ID #		Adopter(s)	
Name		Names	
Tag#		Address	
Microchip#		City, State, Zip	
Description		Home Phone	
Color		Work Phone	
Age / Gender		Cell Phone	
Adoption Date		Email address	
Medical Issues		Foster Parent	
Medications		Application Processor	
Fee		Veterinarian	
Paid	Check #	Vet Clinic/Office Phone #	

**BE ADVISED THIS AGREEMENT AND FEE MUST BE RECEIVED PRIOR TO TRANSPORT OF THE ANIMAL.**

My Speckled Calf Rescue (hereinafter "MSCR"), a 501 (3) (c) non-profit corporation, and \_\_\_\_\_, hereinafter "Adopter(s)" and/or "you", "your") in consideration of the mutual promises in this Agreement, and other good and valuable consideration, intending to be legally bound by this Agreement, agree to the following:

**1. This Agreement is legally binding to your successors, heirs, executors, and personal representatives.**

**2. The Animal To Be Adopted:** We are placing the above described Animal (hereinafter the “Animal”) with you, the Adopter for adoption by you. **All conditions, care, treatment, and specific arrangements regarding the Adoption of this particular Animal are attached hereto as Exhibit “A” and is made a part hereof.**

**3. ADOPTION FEE:** To help defray costs of rescuing, transporting, and vetting of the Animal(s) to be rescued by MSCR, the Adopter(s) agree to pay MSCR an adoption fee of \_\_\_\_\_ for the Animal(s) to be rescued. ***Adoption fees must be paid and submitted with a signed contract prior to transport of the Animal.***

As a non-profit corporation, we have very limited funds with which to rescue Animals. Therefore, ***the adoption fee is non-refundable*** under any circumstances. Any donation you would care to make in addition to this rescue/adoption is greatly appreciated and may also be considered a tax-deductible donation. (Please consult your tax advisor).

**4. TRANSPORTATION COSTS:** All transportation arrangements and costs are to be arranged and paid for by the Adopter. The Adopter hereby agrees to pay the cost of the freight, crate and health certificate, if needed, ***prior to the Animal(s) being transported.***

**5. NO REPRESENTATIONS:** MSCR strives to have each Animal evaluated prior to adoption. While the Animal’s care and treatment may have been lacking prior to MSCR finding the Animal, you understand and acknowledge that the Animal to be rescued/adopted may have been previously unwanted or lost and may have been rescued by us from a dangerous, unhealthy, and/or cruel situation, of which MSCR would have no previous knowledge or control. You also expressly acknowledge that this may have long lasting effects on the Animal. Furthermore, you expressly agree that we are making no representations or warranties about the condition, personality, or temperament of the Animal. The Adopter(s) hereby declare that neither representations about the nature of said Animal, nor any representations regarding the nature and extent of legal liability or financial responsibility have induced the Adopter(s) to make this Release and Indemnity Agreement.

**6. RELEASE / INDEMNIFICATION:** The Adopter(s) do hereby release MSCR of any and all liability, its Officers, Directors, Administrators, Employees, Agents, Foster Parents, and/or Affiliates and their heirs, executors, successors, and assigns from any and all claims, damages, costs, expenses, loss of services, actions and causes of action belonging to the Adopter(s) arising out of any act or occurrence from the present time, forever more, and particularly on account of the adoption of this Animal.

**7. CARE OF THE ANIMAL:** For the safety of our Animals, MSCR requires adopters to have fenced-in land or yards, with either physical (traditional) or invisible fencing. Underground electric fence containment systems ***may be*** (depending on the Animal) acceptable as long as you have appropriately trained the Animal to the system utilizing the manufacturer’s recommended training regime. Deaf Animals will be placed in homes with physical fencing only. You agree to provide the animal with indoor shelter and will never allow the Animal to roam free. You agree to provide the Animal with free run of your land or yard, fresh water, wholesome Animal food, adequate outdoor exercise, and care. You further agree to treat the Animal humanely at all times and as a family member and not leave the Animal chained, cooped and/or crated for inordinate periods of time. You agree never to use the Animal for Animal fighting or any other “sport” in which one animal

is pitted against another, and never to beat or taunt the Animal in order to promote aggressive “Guard Animal” characteristics.

**8. IDENTIFICATION:** This Animal may have been micro-chipped with an AVID or Home Again Microchip that is registered with MSCR as the primary point of contact. You expressly agree that **THIS CHIP WILL NOT BE REMOVED AND WILL REMAIN REGISTERED WITH MSCR, if applicable.** If you would like to be listed as the Alternate Contact on the microchip registration, please contact the MSCR Board at the above email address for instructions. The Animal is also required to wear the MSCR tag at all times. This requirement is for the benefit of the owner and the Animal to hasten recovery should the Animal become lost. Additionally, the Animal **must** be licensed in accordance with the laws of the Jurisdiction in which the Adopter(s) reside. **We strongly suggest and encourage you to have your own tags on the Animal which will help in recovery efforts.**

**9. LOST ANIMAL:** Call the above telephone Number. **If the Animal is lost or stolen, the Adopter(s) will notify MSCR immediately.** You also agree to make a serious effort to find the Animal by immediately filing a “Lost Animal” report with local police, animal control authorities, animal shelters, SPCA’S, and local veterinarians. You also agree to post “Lost Animal” signs, and to keep in regular contact with MSCR for advice until the Animal is found/returned. MSCR is cognizant that accidents do happen and that at times an Animal will accidentally escape or get lost. Our primary goal is to help get the Animal returned to the Adopter(s) as soon as possible. **HOWEVER, repeated incidents of negligence resulting in the Animal getting loose and/or failure to adhere to this rule will result in forfeiture of ownership.**

**10. VETERINARY CARE:** All Animals rescued by MSCR are examined by a Licensed Veterinarian prior to their adoption. We strive to ensure that adopters are fully aware of any health issues the Animal may have up to the point of adoption. We encourage adopters to have their personal Vet examine the Animal immediately after adoption so that they may become familiar with the Animal’s condition. This will help the veterinarian recognize any changes in the Animal’s health in the future. Therefore, **you expressly agree to have the Animal examined by a Licensed Veterinarian within one (1) month of adoption and not less than yearly thereafter.** You agree to have the Animal scanned at the initial visit and annually thereafter to ensure the microchip is seated properly, if applicable. You agree to follow a program established by the Adopter’s Veterinarian for the rest of the Animal’s natural life. **In case of illness or injury, you agree to seek prompt Veterinary care. Furthermore, you agree to keep all required vaccinations current, including but not limited to rabies, distemper, and other diseases known to infect this particular type of Animal to ensure the Animal receives preventative medication to protect against the applicable diseases. Finally, you expressly consent to us inquiring with your veterinarian about the Animal after the adoption.**

**THE FOLLOWING ARE KNOWN HEALTH ISSUES OR RESTRICTIONS FOR THE ANIMAL AT THE TIME OF ADOPTION:**

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**12. TRANSFER & EUTHANASIA:** We recognize that unfortunate circumstances arise, and life situations change over which you have little to no control. In such an event,

you agree not to abandon, give away, sell, euthanize, or dispose of the Animal in any way and to notify MSCR immediately any time you determine you no longer can keep the Animal. You agree that you may never surrender the Animal to a shelter. Unfortunately, regardless of the circumstances, adoption fees are not refundable for Animals returned to MSCR under any circumstances.

**13. BREACH OF AGREEMENT / LIQUIDATED DAMAGES:** MSCR reserves the right and you agree to allow MSCR to periodically follow through on this adoption in order to protect the welfare of the Animal. In the event you do not comply with the terms of this Agreement and/or if any misrepresentations have been made to MSCR by said Adopter(s), or the Animal is abused or neglected, one of our remedies will be to recover the Animal from you upon demand.

**14. ATTORNEY FEES AND COSTS:** Should it become necessary for MSCR to take legal action to recover an adopted Animal or otherwise enforce the provisions of this Agreement, the Undersigned Adopter(s) agree(s) to pay all court costs and reasonable attorney's fees.

**15. RELOCATION:** Often times, people move to new homes. There have been cases where Animals, left with loved ones during the move or while in the process of moving, escape due to anxiety. It is therefore imperative that you inform MSCR of changes prior to your move and/or names of caretakers during your relocation. At a minimum, you agree to notify MSCR, no later than fifteen (15) days, if you move or change your email address, or phone numbers. Again, this helps facilitate recovery of the Animal.

**16. DISPUTES.** The Parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the State or Federal Courts located in the State of California in the United States of America for any action, suit, or proceeding arising out of, or relating to, this Agreement and the transactions contemplated by this Agreement (and agree not to commence any action, suit, or proceeding relating thereto except in such Courts), and further agree that service of any process, summons, notice, or document by U.S. registered mail to its address set forth herein shall be effective service of process for any action, suit, or proceeding in any such court. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement in the State or Federal Courts of the State of California in the United States of America, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such Court that any such action, suit, or proceeding brought in any such Court has been brought in an inconvenient forum.

**17. ENTIRE AGREEMENT; MODIFICATION; BINDING EFFECT:** This Agreement constitutes the entire Agreement between the Adopter(s) and MSCR and supersedes any prior understandings between you and MSCR with respect to the subject matter of this Agreement. No modification of this Agreement will be valid unless in writing and duly signed by both parties. This Agreement is binding upon you and MSCR heirs, successors, personal representatives and executors.

**18.** As evidenced by the signatures below, the undersigned parties do hereby agree to comply and abide in good faith with the terms, conditions and requirement of this Agreement.

**19.** Each party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative.

**20.** Any and all modifications or amendments to the Agreement must be in writing and signed by both parties.

**21.** A copy of this Agreement transmitted via facsimile, bearing the signature of one or any of the parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or all the parties.

**22. *BY SIGNING THIS CONTRACT, ADOPTER ALSO AGREES TO ALLOW MSCR TO ENTER HIS, HER, OR ITS PROPERTY FOR THE PURPOSE OF REMOVING THIS ANIMAL FROM ADOPTER'S CUSTODY IF ADOPTER DOES NOT COMPLY WITH THE ABOVE TERMS.***

**This document is executed under the penalty of perjury.**

**AGREED TO AND ACCEPTED BY:**

**ADOPTER**

**Signature:** \_\_\_\_\_

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**My Speckled Calf Rescue**

**Signature:** \_\_\_\_\_

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_