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ADOPTION AGREEMENT, RELEASE and INDEMNITY

This contract is to be completed by the adopter(s) and a Representative of Another Chance for English Setters



Make a copy for yourself and RETURN PAGES 1 – 5 OF THE ORIGINAL AGREEMENT TO:

Pat Bonetti, Secretary
51 Loudon Road, Saco, ME 04072-9582
email: pbonetti@bonettiassociates.com

1-866-681-7084
board@englishsetterrescue.org

**BE ADVISED THIS AGREEMENT AND FEE MUST BE RECEIVED
PRIOR TO TRANSPORT OF DOG**

***** See instructions on PAGE 6 for returning REMITTANCE PAGE *****

DOG		ADOPTER	
A#		Adopter(s) Names	
Dog's name			
ACES Tag		Address	
Microchip #		City, State, Zip	
Field/Bench/X		Home Phone	
Color		Work Phone	
Age / Gender		Cell Phone	
Adoption date		Email address	
Spayed/ Neutered?		Foster Parent	
Rabies due date		Application Processor	
Fee		Veterinarian	
Paid	<input type="checkbox"/> Check #	Vet Clinic/Office Phone #	
	<input type="checkbox"/> Paypal		

- Another Chance for English Setters (hereinafter "A.C.E.S."), 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:
- This agreement is legally binding to your successors, heirs, executors and personal representatives.
- The DOG:** We are placing the above described dog / puppy (hereinafter the "dog") with you, the Adopter for adoption by you **as an indoor pet**.

My initials indicate I have read and completely understand the terms and conditions of this Agreement.

Adopter(s) Initials _____



4. **ADOPTION FEE:** To help defray costs of rescuing, transporting and vetting dogs rescued by A.C.E.S., the Adopter(s) agree to pay A.C.E.S. an adoption fee of \$250.00 for dogs older than one year but less than 8 years old; \$300.00 for dogs less than 1 year old or \$200.00 for dogs 8 years and older. ***Adoption fees must be paid and submitted with a signed contract prior to transport of the dog.***

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

 Adopter Initials _____

5. **TRANSPORTATION COSTS:** We often times try to arrange transport of dogs through an “underground railroad” with numerous people volunteering their time to take a transport leg in their own vehicles. In the event that these arrangements cannot be made, air transportation might be required. A.C.E.S. will work with you to make these arrangements and provide you with as much advance notice as possible when air transport is necessary. Please understand that these arrangements take a great deal of time and energy of our volunteers and often times cannot be accomplished on short notice. You agree to pay the cost of the freight, crate and health certificate if needed ***prior to the Dog being transported.***

 Adopter Initials _____

6. **NO REPRESENTATIONS:** A.C.E.S. strives to have each dog evaluated for a minimum of two weeks in a foster home prior to adoption. While the foster home tries to evaluate the dog in many different situations, you understand and acknowledge that this Dog was previously unwanted or lost and may have been rescued by us from a dangerous, unhealthy and/or cruel situation, of which A.C.E.S. would have no previous knowledge. You also expressly acknowledge that this may have long lasting effects on the Dog. Furthermore, you expressly agree that we are making no representations or warranties about the condition, personality or temperament of the Dog. The adopter(s) hereby declare that neither representations about the nature of said dog, 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.

 Adopter Initials _____

7. **RELEASE / INDEMNIFICATION:** The Adopter(s) do hereby release A.C.E.S., any firm or corporation, charge or chargeable with liability, their heirs, administrators, Board Members, Foster Parents, 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 the Dog.

 Adopter Initials _____

8. **CARE OF THE DOG:** English Setters are very loving and loyal dogs. Most are avid runners, of high energy and are quite capable of jumping standard type fencing. You agree to provide the Dog with free run of your house, fresh water, wholesome dog food, adequate outdoor exercise and affection. You will walk the Dog on a leash, or off leash in a suitably enclosed outdoor area, and never allow the Dog to roam free unsupervised without extensive obedience training as indicated by certificates of completion from an obedience club or private trainer. Underground electric fence containment systems ***may be*** (depending on the dog) acceptable as long as you have appropriately trained the Dog to the system utilizing the manufacturer’s recommended training regime. You further agree to treat the Dog as a household pet, companion and family member and not leave the Dog chained, cooped and/or crated for inordinate periods of time. You agree never to use the Dog for dog fighting or any other “sport” in which one animal is pitted

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against another, and never to beat or taunt the Dog in order to promote aggressive "guard dog" characteristics.



Adopter Initials _____

9. **IDENTIFICATION:** This Dog has been micro-chipped with an AVID Microchip or Home Again Microchip that is registered with A.C.E.S. as the primary point of contact. You expressly agree that **THIS CHIP WILL NOT BE REMOVED AND WILL REMAIN REGISTERED WITH A.C.E.S.** The Dog is also required to wear the ACES tag at all times. If you choose to have the dog micro-chipped with an ***additional*** chip, you may do so at your own expense. However, you agree to also list A.C.E.S. as a primary point of contact with the Registry. This requirement is for the benefit of the owner and the Dog to hasten recovery should the Dog become lost. Additionally, the Dog ***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 dog which will help in recovery efforts.**



Adopter Initials _____

10. **LOST DOG:** Call 1-866-681-7084. If the Dog is lost or stolen, the Adopter(s) will notify A.C.E.S. immediately. You also agree to make a serious effort to find the Dog by immediately filing a "Lost Dog" report with local police, animal control authorities, animal shelters, SPCA'S and local veterinarians. You also agree to post "Lost Dog" signs, and to keep in regular contact with A.C.E.S. for advice until the dog is found/returned. A.C.E.S. is cognizant that accidents do happen and that at times a dog will accidentally escape or get lost. Our primary goal is to help get the dog returned to the Adopter(s) as soon as possible. HOWEVER, repeated incidents of negligence resulting in the dog getting loose and/or failure to adhere to this rule will result in forfeiture of ownership.



Adopter Initials _____

11. **VETERINARY CARE:** All dogs rescued by A.C.E.S. are examined by a licensed veterinarian prior to their adoption. We strive to ensure that adopters are fully aware of any health issues the Dog may have up to the point of adoption. We encourage adopters to have their personal vet examine the dog immediately after adoption so that they may become familiar with the Dog's condition. This will help the veterinarian recognize any changes in the dog's health in the future. Therefore, you expressly agree to have the Dog examined by a licensed veterinarian within 1 month of adoption and not less than yearly thereafter. You agree to have the Dog scanned at the initial visit and annually thereafter to ensure the microchip is seated properly. You agree to follow a program established by the Adopter's Veterinarian for the rest of the Dog'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 to ensure the Dog receives preventative medication to protect against heart worm which will include an ANNUAL heartworm check. Finally, you expressly consent to us inquiring with your veterinarian about the Dog after the adoption.




Adopter Initials _____

THE FOLLOWING ARE KNOWN HEALTH ISSUES OR RESTRICTIONS FOR THE DOG AT THE TIME OF ADOPTION



Adopter Initials _____

My initials indicate I have read and completely understand the terms and conditions of this Agreement.

Adopter(s) Initials _____ 

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 or dispose of the Dog in any way and to notify A.C.E.S immediately any time you determine you no longer can keep the Dog. A.C.E.S. must be notified so that they can take the Dog back and arrange another adoption. You agree that you may never surrender the Dog to a shelter. You further agree that you may never euthanize the Dog except in the case of the Dog's terminal illness or injury, or old age accompanied by pain and suffering, and, in that case, the euthanasia must be preformed by a licensed veterinarian in a private clinic or hospital. Unfortunately, regardless of the circumstances, adoption fees are not refundable for Dogs returned to A.C.E.S. under any circumstances.



Adopter Initials _____

13. **BREACH OF AGREEMENT / LIQUIDATED DAMAGES:** A.C.E.S. reserves the right and you agree to allow A.C.E.S. to periodically follow through on this adoption in order to protect the welfare of the Dog. In the event you do not comply with the terms of this Agreement and/or if any misrepresentations have been made to A.C.E.S. by said Adopter(s), or the Dog is abused or neglected, one of our remedies will be to recover the Dog from you upon demand. Promptly after the demand we will come to your residence and you will surrender the Dog to us immediately. In addition, without waiving any of our rights under this Agreement, if you do not surrender the Dog to us, you will owe us a payment in the amount of \$500.00 agreed between us as just and reasonable liquidated damages to compensate us for our costs and expenses in connection with your breach of this Agreement.



Adopter Initials _____

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



Adopter Initials _____

15. **RELOCATION:** Often times, people move to new homes. There have been cases where dogs, 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 A.C.E.S. of changes prior to your move and/or names of caretakers during your relocation. At a minimum, you agree to notify A.C.E.S., no later than 15 days, if you move or change your e-mail address, or phone numbers. Again – this helps facilitate recovery of the Dog.



Adopter Initials _____

ADDENDUM

1. **THE FOLLOWING CHANGES APPLY TO THE ADOPTION AGREEMENT, Release and Indemnity:**

Adopter(s) initials

Adopter(s) initials

A.C.E.S. Representative initials

My initials indicate I have read and completely understand the terms and conditions of this Agreement.

Adopter(s) Initials _____



16. **ENTIRE AGREEMENT; MODIFICATION; BINDING EFFECT:** This Agreement constitutes the entire Agreement between the Adopter(s) and A.C.E.S. and supersedes any prior understandings between you and A.C.E.S. 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 A.C.E.S. heirs, successors, personal representatives and executors.



Adopter Initials _____

17. **BY SIGNING THIS CONTRACT I AGREE TO ALLOW A.C.E.S. TO ENTER MY PROPERTY FOR THE PURPOSE OF REMOVING THIS DOG FROM MY CUSTODY IF I DO NOT COMPLY WITH THE ABOVE TERMS.**



Adopter Initials _____

I have read and received a copy of, and hereby agree to abide by *ALL THE TERMS AND CONDITIONS* of this Agreement.

Signed this _____ day of _____, Year _____.

Signature of adopter

Signature of Adopter

WITNESS:

Printed name of witness

Signature of witness

Address

City, State, ZIP Code

Home Phone

My initials indicate I have read and completely understand the terms and conditions of this Agreement.

Adopter(s) Initials _____



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REMITTANCE PAGE

This form is to be completed by the adopter(s) and a Representative of Another Chance for English Setters

RETURN THIS REMITTANCE FORM (PAGE 6 ONLY), ALONG WITH YOUR CHECK OR MONEY ORDER

MADE OUT TO ACES TO:

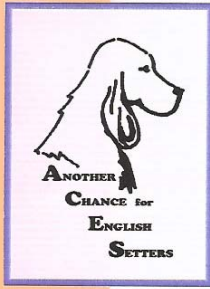
Trish Bloemker Sowers, Treasurer
262 Ashland Drive, Robertsville, MO 63072
H: (636) 257-2338 Fax: (636) 257-3822

or

Pay using Paypal (www.paypal.com)
send money to acesenglishsetters@yahoo.com

BE ADVISED THIS AGREEMENT AND FEE MUST BE RECEIVED PRIOR TO TRANSPORT OF DOG

*****Please include A# and Dog's name on check or in paypal information*****



1-866-681-7084

board@englishsetterrescue.org

DOG		ADOPTER	
A#		Adopter(s)	
Dog's name		Names	
ACES Tag		Address	
Microchip #		City, State, Zip	
Field/Bench/X		Home Phone	
Color		Work Phone	
Age / Gender		Cell Phone	
Adoption date		Email address	
Spayed/ Neutered?		Foster Parent	
Rabies due date		Application Processor	
Fee		Veterinarian	
Paid	<input type="checkbox"/> Check #	Vet Clinic/Office	
	<input type="checkbox"/> Paypal	Phone #	