



**ADOPTION AGREEMENT**  
*MY WAY HOME DOG RESCUE*

**I. RECITALS**

**A. Subject of agreement.** This agreement creates a binding bailment contract between the undersigned with regard to the following dog (hereinafter “the animal”):

#XX-XX

Dog:

Date of Birth\*:

Breed\*:

Color:

Sex:

S/N:

Age\*:

Chip:

**As part of the adoption, we add your name to the microchip registration**

\*our best estimate

Owner:

Address:

Phone:

Email:

**B. Parties to agreement.** The Owner under this agreement is My Way Home Dog Rescue, Inc. (hereinafter “MWH” or “Owner”), a dog rescue organization operating in Oregon along with its authorized representatives. The Custodian(s) under this agreement (hereinafter “Custodian(s)”) is/are the person or persons agreeing to take custody of the animal under the express terms and conditions of this agreement.

**C. Intent of agreement.** The parties acknowledge that Custodian(s) desire to enjoy permanent custody of the animal, and that MWH owns the animal and desires to bail the animal to Custodian(s), but wishes to retain certain legal rights in the animal after its

bailment into Custodian's custody. The parties therefore agree that this contract operates to allow MWH to retain legal title, and Custodian(s) to retain equitable title, in the animal.

## **II. CUSTODIAN(S) OBLIGATIONS**

- **Transfer fee.** Custodian(s) agree to pay the non-refundable transfer fee of **\$350** for the animal.

### **B. Daily care and safety.** Custodian(s) agree to:

1. Provide adequate nutrition, shelter, care, and exercise for the animal.
2. Obey all laws of the jurisdiction in which the animal is kept.
3. Keep the animal on a lead or leash at all times when the animal is being walked.
4. Protect the animal from abuse, neglect, exposure to danger, mistreatment, and loss.
5. Purchase and use an identifying tag for the animal immediately upon transfer.
6. Maintain a diet for the animal suited to its age and condition.

### **C. Veterinary care.** Custodian(s) agree to:

1. Provide a minimum of one veterinary examination per year for the animal.
2. Follow any regimen of veterinary care recommended or directed by a veterinarian.
3. Have the animal fully vaccinated according to local veterinary practice.
4. Provide any preventive and/or emergency veterinary care needed.
5. Assume responsibility for all health issues of the animal after executing this agreement.
6. Provide MWH a copy of all veterinary records if requested.

### **D. Contact and supervision; Owner's rights of inspection and of return.**

Custodian(s) agree to provide, upon request, accurate and updated information as to the animal's residence, and to promptly inform MWH of any material changes in residence. Custodian(s) agree to allow MWH to reclaim and remove the animal upon a material violation of this agreement. In case such removal becomes necessary, Custodian(s) agree to immediately surrender physical custody of the animal upon demand, and to make no claims against MWH for costs of care previously provided. Custodian(s) shall be responsible for all costs and attorney fees incurred in MWH recovering possession.

**E. Restriction on boarding and conveyances.** Custodian(s) agree to not voluntarily transfer ownership or custody of the animal to any other entity without Owner's written permission.

### **F. Acceptance of previous history; no reliance on warranties as to condition.**

Custodian(s) expressly acknowledge that the animal may have an unspecified history of having bit, harmed, or acted aggressively towards others and take the animal with that knowledge. Custodian(s) agree that no representations or warranties have been made by Owner, nor may be relied upon by Custodian(s), relating to: the safety of the animal; to the animal's current or future physical condition; to the animal's harboring of disease or

infection; to the animal's propensity to bite, menace, or attack; to the animal's temperament or disposition; to the animal's previous health or behavioral history; to fertility; to genetic composition or potential; or to the animal's compatibility with humans or other animals.

**G. Hold harmless; no warranty.** Custodian(s) agree to hold harmless and indemnify Owner for any wrongdoing or harms, or claims for wrongdoing or harms, which may be brought arising from actions taken by the animal itself, or from actions by either party, subsequent to execution of this agreement related to the animal. MWH makes no representations or warranties as to previous ownership of, encumbrances on, legal interest in, or entitlements by, any others as to the animal. Custodian(s) accept possession of the animal in an "as-is" condition.

**III. OTHER CONDITIONS**

**A. Conditional return for incompatibility.** MWH agrees that, if, despite Custodian(s)' best efforts, the animal fails to adjust to its new environment in any material respect, MWH will accept the return of the animal, although it will not refund the transfer fee. MWH will not be responsible for any costs or expenses incurred by Custodian(s) in the return process and will only satisfy this obligation upon reasonable notice and cooperation of Custodian(s) in providing notice and in returning the animal.

**B. Applicable law; attorney fees.** This agreement shall be governed exclusively by the laws of the State of Oregon. All civil actions shall be brought in Multnomah County, Oregon, and all parties hereby consent to personal jurisdiction in that county and state. In the event of any action, including arbitration, Owner shall be entitled to all costs and reasonable attorneys fees related to enforcing the agreement.

**CERTIFICATE**

***The undersigned state that they have carefully read this agreement in its entirety, that no promise, inducement, or agreement not herein expressed has been made to them, and that they voluntarily and knowingly accept its terms and provisions. THIS DOCUMENT OPERATES AS A RELEASE; READ CAREFULLY BEFORE SIGNING.***

Custodian Signature \_\_\_\_\_ Date \_\_\_\_\_  
Custodian Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Approved by MWH \_\_\_\_\_  
Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

