

WESTIE RESCUE MICHIGAN
ADOPTION CONTRACT

From Foster Care to Adopter
Rescue keeps original; adopter gets a copy

Donations are always appreciated. Make your check out to WHWTCSEM and give to the Rescue representative at the time of the adoption or mail to: Westie Rescue, 1371 South Blvd. W., Troy, MI 48098

DATE: _____

DOG INFORMATION:

NAME OF DOG: _____

GENDER: _____

BIRTHDATE OR APPROX. B/D: _____

ADOPTER INFORMATION

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACTS: PHONE 1: _____ PHONE 2: _____

CELL: _____ EMAIL: _____

OTHER: _____

1. The Adopter(s) hereby acknowledges that said transfer and assignment of said Dog is good and valuable consideration and that the Adopter(s) covenants and agrees with the West Highland White Terrier Club of SE Michigan and Westie Rescue with respect to the rescuing agency and the Dog as follows:
 - a. The dog shall reside indoors, in the adopter's home, and live as a family member and companion only. The dog will not be kept outdoors during the adopter's working hours, or at any other time left alone outdoors while the adopter is not at home. The dog may be confined to a room such as a bedroom or basement or any other room of adequate size and protected from the elements of weather. The adopter is not to expose the dog to harmful objects, poisons, or other living creatures that may endanger the dog's life. The dog may be crated for no longer than eight (8) hours in a twenty-four (24) hour period of time. The crate must be large enough for the dog to stand up in as well as well as having the proper floor of the crate for the dog to lie comfortably on its side. An outside shelter such as a doghouse is not acceptable as residence but can be used only when needed in extreme heat, cold, or rain when the dog is let out into the yard for short periods of time and only when the adopter is home
 - b. That no member of the adopting family has been charged with cruelty to animals.

- c. That if I/we are unable to care for or keep the dog, I/we will contact the Westie Rescue for a new placement. That in no event, will the dog be sold by me/us to another person or placed in an animal shelter or humane society or turned loose to roam freely. In the event the adoption does not work out or you are no longer able to care for the dog, it is the responsibility of the adopter or their appointed will executor to return the dog physically to Rescue at the expense of the adopter. Arrangements must be made in advance with Rescue so they can be prepared for the dog. If there is a delay due to will probate or other similar reasons, expenses related to boarding the dog will be paid by the adopter or adopter's estate. Documented wishes of the adopter to place the dog with a friend or family member will be honored IF that person applies for the dog and passes the normal adoption screening and signs the adoption contract. **ADOPTERS INITIALS _____ REQUIRED**
- d. That I/we will properly house, feed, water, exercise, care for and provide inoculations, heartworm care and other veterinary or supportive care as the dog requires. That I/we will take it to a veterinarian at least once a year for an annual health exam and routine vaccinations.
- e. That I/we will exercise proper control and restraint over the dog at all times and not allow the dog to run at large. That I/we will provide a properly fenced yard or pen and/or will leash walk said dog at least daily. Because Westies are bred to hunt and exterminate vermin, they may chase wild animals, bark, dig and perform other hunting/go to ground actions and, thus require protection from harm.
- f. That in the event the dog is not currently spayed or neutered, that I/we will have the dog spayed or neutered at the Adopter's expense within 60 days of placement and provide the representative of the Westie Rescue a veterinarian's certificate evidencing the spaying or neutering.
- g. Even if a Westie has had obedience training, a "refresher" course is highly recommended since it helps establish close rapport and bonding between the owner(s) and the Westie.
- h. That the dog will NEVER be used for breeding or experimental purposes.
- i. That I/we will notify Westie Rescue if the dog is ever lost or stolen.
- j. That I/we will allow representatives of Westie Rescue to check the dog and its environment, and that if any time the placement is found to be detrimental to the dog's health, mental or physical well-being, Westie Rescue reserves the right to remove the dog from said placement until the situation is corrected, or until another placement can be made. This includes letting the dog out off leash.
- k. Westies are typically affectionate and friendly. However, no one can predict how any dog will react in a given situation, especially without complete knowledge of its life experiences. Therefore, adoptive owners are encouraged to exercise caution in introducing an adoptive Westie into new situations until it has become adjusted to its new environment. It is strongly recommended that ALL interaction between dogs and children be monitored by an adult at all times.

*** (Check here if there is an addendum).***

I. **RELEASE OF LIABILITY AND INDEMNITY** I/we promise and agree to be solely responsible for the Dog; we understand that the Westie Rescue has not evaluated the dog and agree to indemnify and hold harmless the WHWTCSEM, their Westie Rescue, agents and representatives, members, successors or assigns (rescue only) from any and all claims of liability for any conduct, behavior, damage or injury caused by the dog to any person or property on or after the date of this agreement; from any claim or damages known or unanticipated resulting from any claim or damages arising by

my/our ownership or control thereof. The dog is accepted "as is" and the adopter assumes all responsibility for treatment of any and all existing conditions or any other conditions of physical or temperament changes that may occur. The rescuer cannot guarantee the health of any animal and shall not be held responsible for any medical expenses, which may be incurred, hereby expressly excluding any implied or express warranties regarding health, temperament or whether the animal is housebroken.

- m. This agreement shall be governed by all applicable laws of the State of Michigan. If any provision of this agreement is deemed invalid, then said offending provision may be stricken from the agreement and the remaining provisions enforced.
- n. It is understood that Rescue does not buy or pay for dogs. This is a service to help place Westies in new homes when their present owners can no longer keep them. This service is free, however, a donation to help pay for rescue expenses is appreciated. (Note: Some make this donation upon adoption; some send a donation after the fact. Many make an annual donation, e.g., at Christmas, on the dog's adoption date, on the date of a past dog's birthday, etc. Rescue relies on donations and fundraising to continue this work.)

2. In the event the Adopter(s) breaches any covenant or condition herein and incurs any legal costs, including any attorney's fees, costs of litigation, including costs of deposition, witness fees for expert or non-expert witnesses; or court costs; or any other expense in relation to the enforcement of any covenant or condition, the transferee(s) shall be individually and jointly liable therefore to Westie Rescue. The parties agree, in the event of a lawsuit based upon this adoption and/or contract that said suit shall be filed and heard in the

County of Oakland, State of Michigan. _____(Initial)

REQUIRED

The adopter further agrees that if there is any breach of default of the terms of this contract, and the dog must be returned to the Rescue within 48 hours of written notification of the breach. The adopter has read this and understands, and agrees to this and is signing this contract. A photostatic copy of this executed document shall be considered as valid as the original.

I have read and understand the Adoption Agreement and agree to the conditions set forth.

Signature of Adopter **REQUIRED**
Date:

Signature of Co-Adopter**REQUIRED ONLY IF THERE IS A CO-ADOPTER**
Date:

Signature of Rescue Agent **REQUIRED**
Date:

NOTICE: THERE ARE 2-3 REQUIRED SIGNATURES AND TWO REQUIRED INITIALS ON THIS CONTRACT. THERE IS ALSO A SPOT TO CHECK FOR AN ADDENDUM.