



Central Illinois Sheltie Rescue Adoption Contract and Agreement

This Agreement is made and hereby entered into on _____ by and between **CENTRAL ILLINOIS SHELTYE RESCUE** (hereafter /may be referred to as "CISR"), and _____ hereafter referred to as "Adopter"). The dog described below may hereafter be referred to as the "Dog" or "Rescue Sheltie". The purpose of this contract is to ensure that adopter provides the Dog with the best possible care and treatment throughout its lifetime.

Name: _____ Weight: _____
Breed: _____ Sex: _____ (altered)
Color: _____ Age: _____
Micro Chip: _____ DOB: _____



In consideration of a donation of \$ _____ CISR agrees to allow Adopter to adopt this Rescue Sheltie according to the terms set forth in this contract. CISR warrants that as of the Agreement date and to the best of its knowledge this Dog:

- Is current on all shots (for age), altered, HW negative, wormed, micro-chipped.
- Is in good health, and free of any diseases.
- Other: _____

ADOPTER UNDERSTANDS THIS IS A LEGAL BINDING CONTRACT, AND AGREES TO ABIDE BY THE FOLLOWING TERMS AND CONDITIONS OF ADOPTION

1. Adopter completed an adoption application which is attached and incorporated herein as a part of this Agreement As of this date of adoption.
2. Adopter agrees to take physical possession of the above Dog. Adopter will now begin bearing the cost of all medical / Vet care, medication, food, grooming, and housing, and any other costs the dog may incur.
3. Donations for adoptions are not refundable.
4. The Adopter agrees that ownership and/or possession of the Dog is not transferable, and the Dog will not reside with anyone other than Adopter except for temporary boarding while Adopter vacations. Adopter agrees that if for any reason he/she is unable or unwilling to house and care for the Dog, or if he/she should no longer want to retain ownership of the Dog, that Adopter will immediately, at Adopter's expense, return the Dog to CISR in McLean County, Illinois. It is the Adopter's responsibility to transport the Dog back to CISR in a safe and approved manner.
5. Adopter understands that CISR requires a secure, physical, un-escapable fenced yard, accessible from the back door present in all its dogs adoptive homes. Adopter hereby warrants that if they move to a different home, that they will again provide a secure, physical, un-escapable fenced yard, accessible from the back door. _____ (adopters initials)
6. Adopter warrants that this dog will never be allowed to run loose. When the dog is outdoors, it must always be on i) a leash attached to a martingale-type collar, or a harness, OR ii) in a secure, physical, un-escapable fenced yard. _____ (adopters initials)
7. The use of "Invisible fences" or "Underground" or "Electronic fences" are strictly prohibited under this contract.
8. Tying or tethering this dog outside is strictly prohibited under this contract
9. Adopter agrees to always keep the dogs microchip information current with the microchip company, and to keep Central Illinois Sheltie Rescue as the alternate contact.
10. The Dog is being placed with the strict understanding that it is going to a private home, to live as an indoor pet. Adopter understands and shall cause the Dog to reside in the home of the Adopter, not outside. An indoor pet shall mean the Dog will be inside adopter's home except for supervised playtime outside and for purposes of urination and bowel movements. The Dog may never be allowed to be outdoors without direct supervision.
11. The Adopter shall provide the Dog with proper veterinary care as is recommended by his or her veterinarian, for the rest of the Dog's life. This includes yearly physical exams, dental cleanings when recommended, blood tests or other tests, vaccinations, monthly heartworm prevention, and monthly prevention of parasites, fleas and ticks.. Adopter hereby gives CISR permission to verify this care by contacting and talking with the Dog's veterinarian at will.
12. Adopter shall immediately have an ID tag made, and attach it to the Dog's collar. Adopter shall make certain the Dog wears its collar with ID tag at all times. The information on the tag should include Adopter's cell phone number. Adopter agrees to make certain ID tag always has Adopter's current information.

13. Adopter shall feed a wholesome, premium dog food, and have fresh water available at all times. Generic dog food, store brand dog foods, or no-name dog foods are not considered premium food
14. Adopter understands that CISR will never place a known biter. However, Adopter is fully aware and does understand that any dog may bite if provoked, or if scared, sick, teased or injured.
15. The dog's known background and medical history have been discussed with Adopter. Adopter understands that CISR has made no representation concerning the health, condition, training behavior, or temperament of the Dog.
16. Adopter understands that CISR may examine and/or make inquiries about the Dog at any time. Adopter also consents to CISR speaking with their Veterinarian to verify the care given. Refusal to cooperate with inquiries of the Dog shall be considered a breach of contract.
17. Adopter agrees that IF CISR comes to possess this dog by any means during the term of this agreement, and finds the dog to be in need of any care that adopter has not provided, OR finds that Adopter was allowing the dog to run at large, CISR will immediately regain ownership of this dog, and may keep the dog in their possession without the need for civil litigation. Police and Law Enforcement are instructed to make sure CISR retains possession of this dog. CISR will retain possession of the dog until any deficiencies in care or containment have been remedied, or until an agreement between the parties has been reached. _____
18. CISR reserves the right to terminate this agreement, and regain possession and ownership of the dog at any time. Should new information become known to CISR that may affect the health or wellbeing of the dog, CISR may, at its discretion (i) work with adopter in correcting the problem, or (ii) ask for the dog to be returned. Adopter hereby acknowledges this and agrees to return the dog, if asked to by CISR within 72 hours. Return shall be made to CISR in Towanda, Illinois. _____ (adopters initials)
19. Adopter hereby agrees that IF he/she, a friend, family member, guardian, or an executor of his/her estate should give or sell this dog to another person, animal shelter, or any other entity, that Adopter, or his/her estate will pay the sum of \$4500 to Central Illinois Sheltie Rescue as a penalty, and as a means for CISR to reclaim the dog. Adopter agrees to this penalty/ fee and acknowledges that he/she could adopt a dog from many places, but has chosen to adopt this dog from CISR with full knowledge of this condition and penalty. _____ (adopters initials)
20. Adopter hereby agrees that if at any time, ANY of the terms and conditions of this Adoption Agreement are violated, this will constitute a breach of contract and CISR has the right to terminate this Agreement, and to demand that the Dog be returned to them (at the CISR location in McLean County, Illinois) within 72 hours. Should adopter fail to comply with request to return this dog within the 72 hours, Adopter agrees to pay damages to CISR in the amount of \$2500. Failure of Adopter to pay the above described damages shall allow CISR to pursue any and all remedies of law available including damages for the time, paperwork, and hours spent investigating and pursuing the breach of the Agreement. _____ (adopters initials)
21. Adopter hereby waives any challenge to venue and agrees that the appropriate venue of this matter is the State of Illinois, and the County of McLean. Furthermore, Adopter agrees to accept service of process by certified mail, return receipt requested, to the address provided in the Agreement, and Adopter specifically waives any right to receive personal service of any legal action or otherwise.
22. Adopter agrees that should if he/she does not comply with all the terms and conditions of this contract, and CISR must take legal action, that Adopter will be responsible for any and ALL legal fees in addition to any other fee's described herein. Legal fees shall include but are not limited to attorneys' fees and court costs.
23. The terms of this Agreement shall survive the transfer of the Dog to the Adopter and said terms and conditions shall be enforceable for the life of the Dog and after the death of the Dog if there is a reasonable determination that the Dog's death is due in part to the Adopter's violation of the terms and conditions of this Agreement.

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, AND DO HEREBY AGREE TO ALL THE ABOVE TERMS.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (H) _____ (W) _____ (C) _____

Driver's License # / State: _____ / _____

Adopter's Signature: _____

Date: _____

CISR Representative: _____

Date: _____

Checks returned by the issuer's bank for any reason shall be a breach of this Agreement and shall be subject to the terms of this Agreement and subject to the maximum penalties under the laws of the State of Illinois.