

# Scottish Terrier Rescue Northwest

"It's all about the Scotty"

## SCOTTISH TERRIER ADOPTION AGREEMENT

Scottish Terrier Rescue Northwest was founded to assist in the rescue and placement of abandoned or unwanted Scottish Terriers from individual owners, humane societies, veterinary clinics, animal shelters, and Scottys which are homeless.

Scottish Terrier Rescue Northwest makes a reasonable effort to investigate the origin of all rescued Scottys, and the Scottish Terrier Club believes to the best of its knowledge that it holds legal ownership rights to the rescued Scotty.

To protect rescued Scottys, Scottish Terrier Rescue Northwest attempts to place rescued Scottys as home companions in the homes of suitable owners, who agree to care for and protect their rescued Scotty, and share their home with the same consideration they would give a family member.

This Adoption Agreement is entered into between Scottish Terrier Rescue northwest and the undersigned Adopter (whether one or more persons) for the adoption of the following dog which, to the best of the Club's knowledge is believed to be a Scottish Terrier as described:

Name of Dog: \_\_\_\_\_ Sex: \_\_\_\_\_

Color: \_\_\_\_\_ Spayed/Neutered: \_\_\_\_\_

Rabies Vaccine Date: \_\_\_\_\_ Approximate Age: \_\_\_\_\_

Special Care, Considerations, or Known Health Issues:

No: \_\_\_\_\_ Yes: \_\_\_\_\_ (please refer to the attached addendum)

The Adoptee has read, understands, and agrees to abide by the following terms and conditions of this Adoption Agreement:

### Part I

**A.** My Adopted Scotty ("Scotty" or "my Scotty") will live in my home and be kept as a home companion. I will care for, protect, and provide for my Scotty with the same care and consideration I would give a family member. My Scotty will always sleep overnight inside my residence. I agree to provide a fenced or secured exterior enclosure with protection from the elements as an exercise area, but not as a permanent habitat. I will provide quality nourishment, exercise, affection, and veterinary care for the duration of my Scotty's life. I will not keep my Scotty routinely tethered, either inside or outside, as a means of confinement, or allow my Scotty to run free or unleashed when not on my property.

**B.** My Scotty is not simply a possession. My Scotty is a living creature, and my ownership is accompanied by obligations. If I (or my Representative) decide now, or at any time in the future that I am unable or unwilling to care for my Scotty, I will promptly inform the Scottish Terrier Rescue Northwest in writing, and provide the Club with the right of first refusal to accept ownership of my Scotty. If the Club requests, will transport my Scotty to a Club member or other location as directed by the Club. I further agree that my ownership of my Scotty is not transferrable to any other person, unless I first receive permission in writing from the Club, before I surrender the possession of, or give up my Scotty to any other person or entity. Any new owner approved by the Club, will be required to sign the Club's Adoption Agreement prior to receiving transfer or ownership of my Scotty. If I violate any of these terms of ownership, it will be considered a breach of the terms of this Adoption Agreement.

**C.** If not already done, I will spay/neuter my Scotty at my expense within thirty (30) days of the date of this Adoption Agreement, and provide the Club with written proof of same within sixth (60) days of the date of this Adoption Agreement. I will not use my Scotty for any breeding purposes.

**D.** I can return my Scotty to the Club within the first thirty (30) days of the date of this Agreement. Any donation I previously made to the Club is not refundable. Within five (5) days of my return of my Scotty the Club may, at its option, have the Scotty examined by a veterinarian. If the Scotty is diagnosed with any injury, illness, or disease that was not notated on the Adoption Agreement, I agree to pay all veterinary and associated medical and care costs related to the treatment for same.

**E.** I will register and license my Scotty as required by the laws of my city, county, and state of residence. I will have my Scotty vaccinated annually as necessary with inoculations and rabies as applicable ordinances require. I realize I am responsible and liable for any and all such expenses and costs related to my Scotty.

**F.** I will train my Scotty to be an obedient, good canine citizen. I will not train my Scotty for “attack” or “protection”, or use my Scotty for any illegal purposes.

**G.** If my Scotty ever becomes lost, stolen, seriously injured, or classified under Washington statute as a “dangerous dog,” I will notify the Club President or Club Rescue Chairman by telephone within six (6) hours of when I, or any family member and care giver, first become aware the loss, theft, injury, or classification of my Scotty.

**H.** If I move or my previously provided contact information changes during the life of my Scotty, I will notify the Scottish Terrier Rescue Northwest of my new address or telephone number.

## **Part II**

**A.** I have made a donation of \_\_\_\_\_ to the Scottish Terrier Rescue Northwest for the adoption of my Scotty as a free and willing gift. My donation does not represent a fee, purchase or sale price, or payment for my Scotty. I understand and agree that my donation is a tax free gift used as a partial offset of the monies spent by the Club for the acquisition, care, feeding, treatment, and placement of rescued Scottys, and as such, my donation is not refundable.

**B.** Scottish Terrier Rescue Northwest has made reasonable efforts to diagnosis and when feasible, treat any of my Scotty’s health problems. However, I expressly understand and agree that the Club has given me my Scotty with no warrantee or guarantee whatsoever as to the physical condition, suitability, temperament, dangerous nature, level of social skills, or desirability of behavior of my Scotty. I accept my Scotty as is with all the defects, both known and unknown, that my Scotty may possess. Moreover, I understand that defects, conditions, or circumstances may arise in the future about which the Club did not, or could not have known or been aware of, during their care of my Scotty. I assume all defects and risks, whether known or unknown, from the date of this Adoption Agreement.

**C.** Scottish Terrier Rescue Northwest would never knowingly transfer ownership of a Scotty that was dangerous as defined by State of Washington statute. However, the Club may know little or nothing about the background or former behavior of a Scotty it accepts for rescue. Moreover, I am fully aware that any Scotty may bite if provoked, scared, or placed in what the Scotty believes to be a threatening or fearful situation. I therefore agree to use caution whenever I allow any new or strange person, child, or animal to be near my Scotty, both now and in the future. I will also not allow anyone to run up on, threaten, squeeze, assault, bother, tease, of otherwise pose a perceived threat to my Scotty.

**D.** I willingly agree and promise to assume all responsibility for the my Scotty upon the date of this Adoption Agreement. I am solely liable for all actions of my Scotty upon the date of this Adoption Agreement.

**E.** I agree and promise to indemnify and hold harmless Scottish Terrier Rescue Northwest and all of its agents, officers, members, volunteers, and employees from any and all claims, demands, or legally binding orders of liability for the conduct, actions, or expenses incurred by or resulting from my Scotty or my violation of this Agreement, from the date of this Adoption Agreement. I understand and agree that my Release of Liability and Indemnification shall apply to all known, unknown, and unanticipated damages or personal injury originating or resulting from my adoption, ownership, or control of this Scotty.

**F.** I understand and agree that this Adoption Agreement, including identified Attachments, is the only and exclusive agreement and sets forth all promises, agreements, conditions, and understanding between myself and Scottish Terrier Rescue Northwest, both oral and written, and I have read and understand all of this Agreement. In the event of my breach of this Agreement, I agreed to pay Scottish Terrier Rescue northwest all costs, fees, and expenses, both direct and consequential, arising from my breach – including all future costs until such time as the Club is able to place this Scotty under a new Adoption Agreement.

**G.** In the event that Scottish Terrier Rescue Northwest engages an attorney to enforced the terms of this Adoption Agreement, I agree to pay all attorney’s fees and costs as deemed reasonable by a court of competent jurisdiction.

**H.** This Agreement is governed by State of Washington law. Any and all actions relating to enforcement or violations of this Agreement, shall be filed solely in the Washington counties of King, Pierce, Snohomish, or Kitsap.

I/WE HEREBY ACKNOWLEDGE THAT I/WE HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE PROVISIONS OF THE ABOVE ADOPTION AGREEMENT, AND WILL ABIDE BY ALL OF THE PROVISIONS COMPLETELY. BY THIS SIGNATURE, I/WE AGREE THAT WE WILL NOT HOLD SCOTTISH TERRIER RESCUE NORTHWEST OR ANY OF ITS ASSIGNS, MEMBERS, OR OTHERS AS DELINEATED, RESPONSIBLE FOR ANY DAMAGE OR INJURY RELATED TO THE ADOPTION OR FUTURE ACTIONS OF THIS Scotty.

**Adoptee(s):**

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

Print Name: \_\_\_\_\_ Time: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Time: \_\_\_\_\_

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

City / State / Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

**Owner: Scottish Terrier Rescue Northwest**

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

Print Name: \_\_\_\_\_ Time: \_\_\_\_\_

Title: \_\_\_\_\_

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**ADDENDUM TO AGREEMENT**

**Additional Terms:**