

Adoption Agreement

I/We, _____

(hereinafter called "Adopter(s)"), enter into this Adoption Agreement and acknowledge receipt

from **ThisIsHouston** of the dog named: _____.

In addition, **ThisIsHouston** and Adopter(s) agrees to the following terms and provisions:

1. Adopter(s) understands that the adoption fee is due before taking possession of the dog and is also non-refundable after the 2-week trial. All adoption fees paid via PayPal should be sent by the "Friends and Family" option so that no fee is included. If the dog is returned within the 2-week trial time frame and the adoption fee is paid via PayPal with a fee included, **ThisIsHouston** will only reimburse what has been received and is not responsible to reimburse incurred fees.
2. It is agreed and understood by Adopter(s) that, while **ThisIsHouston** endeavors to provide an accurate history and assessment of a dog, **ThisIsHouston** makes no representations or warranties regarding the dog's health, breed, history, behavior, or temperament. It is further agreed and understood that environmental changes may affect/change the temperament of the dog and that **ThisIsHouston** shall have no liability or responsibility of any nature regarding defects with the dog, or injuries or damage to any person or property which may be caused by the dog.
3. Adopter(s) agrees to provide this dog with a safe home, proper care and attention, and humane treatment in accordance with all applicable current and future state, county, and local laws. Adopter(s) further agrees that the dog will be a household pet residing primarily inside the Adopter's home (not in a yard or pen) and that the dog will be kept indoors when the adoptive family is away from home. The dog will not ride loose in the back of trucks, nor be chained or tied-out, or allowed to roam loose in the neighborhood. The dog will not be used for breeding, fighting, or exclusively as a hunting or guard dog, nor will it be used in experiments or research.

4. Adopter(s) understands that there are costs involved in maintaining a dog and Adopter(s) agrees to assume full responsibility for the dog's food, bills, health care, and licensing of the dog.
5. **FOR ALL UNALTERED DOGS/PUPPIES:**
   - Adopter(s) understand that this dog must be spayed or neutered by the time they are 6 months old. If they do not comply with the terms of this contract, **ThisIsHouston** will regain possession of the dog and adopters will voluntarily and immediately release ownership and possession back to **ThisIsHouston**. If they fail to do so, **ThisIsHouston** will be entitled to enforce specific performance of this contract in addition to any other legal remedy available to **ThisIsHouston**.
   - Adopter(s) understand that **ThisIsHouston** administers the first 3 sets of vaccines. Adopter(s) should consult their personal veterinarian to ensure their puppy receives any additional recommended vaccinations from their vet. Some veterinarians recommend a series of 4 vaccines for the first year.
   - **Puppies with 2 rounds of vaccines are not totally protected from distemper or parvo. Adopter(s) understand that they should keep their puppy inside and away from public places, such as dog parks or pet stores, until the puppy has had all shots recommended by their veterinarian.**
   - All puppies have been dewormed upon intake into **ThisIsHouston**. In some instances, puppies may still have worms or internal parasites such as coccidia or giardia, which may not show up until later. If still in the 2-week trial, Adopter(s) understands they should contact **ThisIsHouston** for medications if needed. If worms are noticed after the 2-week trial, Adopter(s) is fully responsible for vetting costs to treat the worms and Adopter(s) understands that **ThisIsHouston** is not responsible for reimbursement.
   - **ThisIsHouston** will set up the spay/neuter appointment for the Adopter(s). If Adopter(s) have not heard from **ThisIsHouston** by the time the dog reaches 6 months of age, they should contact **ThisIsHouston** at info@this-is-houston.org.
   - Adopter(s) may choose to have the spay/neuter surgery done by their personal vet. If this option is chosen, **ThisIsHouston** will provide $125 towards the surgery cost and the adopter(s) must provide proof to **ThisIsHouston** that the surgery was performed. Proof should be sent via email to info@this-is-houston.org.
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   - Adopter(s) understand that if a complication occurs from a spay/neuter surgery, it must be addressed immediately and with a vet **ThisIsHouston** currently uses. If a complication occurs 2 weeks or later from the surgery date, Adopter(s) agrees to be responsible for the costs incurred to fix the issue with their vet. Adopter(s) understand that **ThisIsHouston** is not responsible for reimbursement or further vet care.
6. Adopter(s) agrees to take the dog to a licensed veterinarian at least once a year for an examination and routine vaccinations (rabies and distemper/parvo) and tests (heartworm), followed by a regular course of heartworm and flea prevention, and to provide the dog with necessary veterinary care upon sickness, disease, and injury.
7. Adopter(s) grants permission to **ThisIsHouston** to obtain any and all medical records for this dog from Adopter's veterinarian at any time for any reason and agrees to indemnify and hold **ThisIsHouston** and any veterinarian harmless from any and all liability regarding the release of such medical records to **ThisIsHouston.**

8. Adopter(s) agrees that whenever the dog is allowed outdoors, the dog will wear a collar with an identification tag affixed to the collar. **ThisIsHouston** has microchipped and registered the dog with the microchip system and is listed as secondary contact on the chip registration information. If the dog becomes lost or separated from Adopter(s), Adopter(s) shall notify a **ThisIsHouston** representative immediately.
9. Adopter(s) consents to the examination of this dog by **ThisIsHouston** at any time for any reason. Adopter(s) consents and acknowledges that **ThisIsHouston** has the right to reclaim the dog at any time for failure to comply with the terms of this contract or for any misrepresentations made by Adopter(s) in the adoption application or in this contract. Adopter(s) agrees to allow **ThisIsHouston** onto Adopter's property to reclaim the dog if necessary. Adopter(s) agrees to relinquish custody of the dog to **ThisIsHouston** immediately upon request without legal writ or order until the situation warranting the reclamation is rectified. In the event the dog should be returned to or reclaimed by **ThisIsHouston**. Adopter(s) agrees to be financially responsible for any untreated medical issues or overdue vaccinations. If the dog proves to be heartworm positive, Adopter(s) agrees to pay **ThisIsHouston** for all costs associated with treating the dog for heartworms**.**
10. **ThisIsHouston** has a lifetime commitment to the dog. Adopter(s) agrees that if for any reason, he/she cannot keep and/or properly care for this dog; the dog must be returned to **ThisIsHouston** immediately. The dog shall not be given away, sold, or exchanged without prior written consent of **ThisIsHouston**. Adopter(s) understands that any friend or family member who wishes to take ownership of this dog will be required to apply with **ThisIsHouston** for the right to adopt the dog. It is strictly forbidden for the dog to be surrendered to a shelter, animal control facility or any rescue facility or organization other than **ThisIsHouston**.
11. Adopter(s) agrees to notify **ThisIsHouston** as soon as possible of any change in Adopter's contact information (i.e., address, phone numbers and email address).
12. Adopter(s) agrees to pay **ThisIsHouston** for all expenses, including court costs and reasonable attorney's fees, incurred by **ThisIsHouston** in enforcing the terms and provisions of this contract. Payment of these expenses shall not excuse Adopter(s) from the obligation of returning the dog to **ThisIsHouston**.
13. Any default or violation of any provision of this Agreement or any breach of any term of this Agreement shall be considered a material breach of the Agreement. Because of the purpose and intent of this Agreement as stated above, Adopter(s) agrees than any breach of this Agreement would damage **ThisIsHouston** in a way that could not be adequately compensated by monetary damages. Therefore, in the case of any such breach by Adopter(s), Adopter(s) shall immediately forfeit ownership and possession of the dog to **ThisIsHouston**. In the event of such breach **ThisIsHouston** shall have the immediate right to reclaim and take possession of the dog from Adopter(s) and Adopter(s) hereby agrees that upon such breach, he/she shall, upon demand by **ThisIsHouston** either in writing or in person, immediately surrender possession of the dog to a representative of **ThisIsHouston**. Adopter(s) agrees that any breach or threatened breach of this Agreement by Adopter(s) may be appropriately prevented by a temporary restraining order or injunction which orders Adopter(s) to return the dog.
Initial here: _____

14. In the event of breach of this Agreement by Adopter and the inability of **ThisIsHouston** to retake possession of the dog due to Adopter selling or giving the dog to a third party or otherwise disposing of the dog then Adopter agrees that the actual monetary damages sustained by **ThisIsHouston** by reason of the breach are uncertain and would be difficult to ascertain and that, in addition to the injunctive relief agreed to above, **the sum of $3,500.00** would be reasonable compensation for such actual monetary damages and that it would not be a penalty. Adopter agrees and promises to pay and **ThisIsHouston** agrees to accept that amount as liquidated damages and not as a penalty, in the event of breach of this Agreement by Adopter and the inability of **ThisIsHouston** to recover the dog.
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15. It is agreed and understood by Adopter(s) and **ThisIsHouston** that this written agreement sets forth all promises, agreements, conditions, and understanding between them, oral or written, and that both parties have fully read and understood all of this agreement. Adopter(s) hereby affirms and declares that:

I/We, _____, have never been investigated, charged, or ticketed with cruelty to any animal. All information provided by Adopter(s) in the Adoption application filed with **ThisIsHouston** is true and complete. Adopter(s) understands that the adoption of the dog will not be complete until the adoption fee has been received by **ThisIsHouston**. If Adopter's check for the adoption fee is not honored, Adopter(s) shall pay, in cash or by money order, the adoption fee plus a returned check fee of $25. Adopter(s) hereby releases, indemnifies, and holds **ThisIsHouston** harmless from any and all liability and claims of any and every nature and cause, known or unknown, now or hereafter arising, directly or indirectly in connection with the dog.