



ANIMAL RESCUE OF THE ROCKIES

P. O. Box 5531 Breckenridge, CO 80424 Phone: 970-389-8324 Fax: 303-648-4678
Email: arrcolorado@gmail.com Website: www.arrcolorado.org

<input type="checkbox"/> Microchip # _____ <input type="checkbox"/> Rabies tag # _____

Pet's Name: _____ Breed: _____
 Color and Description: _____
 Sex: _____ Age: _____ Spayed/Neutered: _____
 Adopter's Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: () _____ Work Phone: () _____
 Cell Phone: () _____ Email: _____
 Driver's License Number _____

Animal Rescue of the Rockies ("ARR" or "Rescue"), a Colorado non-profit corporation agrees to transfer ownership and possession of the pet identified above in exchange for the adoption fee payment and for the promises in this agreement by the undersigned (Adopter). The parties intend to be legally bound by this Agreement. I, the Adopter, show my agreement to the following by placing my initials in front of each item:

1. _____ I agree to pay a nonrefundable adoption fee as indicated:

DOGS:

- _____ Puppies 6 months & younger: \$395 (includes \$50 Training Deposit, refundable upon receipt of proof of completion of puppy classes within 90 days of adoption.)
- _____ Puppies 7-11 months: \$345
- _____ Purebred/Highly Requested Dogs: \$275-\$425
- _____ Dogs 1- 7 years: \$250
- _____ Dogs 8 years or older: \$80

CATS:

- _____ Purebred/Highly Requested Kittens 6 months & younger: \$250
- _____ Purebred/Highly Requested Cats older than 6 months: \$150
- _____ Kittens 6 months & younger: \$150
- _____ Cats older than 6 months: \$75
- _____ Cats 8 years or older: \$35

2. _____ I understand that this adoption is a lifetime commitment to the pet and I will do everything within my power to care for the pet to ensure its optimum health, safety, and happiness. Pet must be returned and surrendered to Rescue if, for any reason, I can no longer care for Pet or no longer want to keep Pet. ***I agree that if I am unable to care for the pet for its entire lifetime, I will contact ARR and return the pet to ARR, understanding that this process may take several weeks until a suitable foster home is found.*** I understand that I am responsible for the care of the pet until I have delivered the pet into the proper hands of ARR, and will do everything within my power to safely return the pet to Rescue. I agree Pet shall not be euthanized for non-medical reasons, sold, given to, placed in the care of, offered or delivered for adoption to another person, organization or any other entity including, but not limited to, a family member, friend, rescue facility, research facility, or shelter.

3. _____ I acknowledge that the pet is adopted “as is” and that no implied or expressed warranties have been made by ARR in reference to breed, health, training or temperament of Pet. ARR provides the information it has about Pet, including any vaccination or veterinary records but cannot certify to the completeness or accuracy of such documentation. I understand that any description of breed is a guess and I have been advised to have DNA testing done at my expense prior to adoption if I live in an area with breed restrictions. I have been provided with a copy of Pet’s records. Pet’s known background and medical history have been discussed with me. I understand that Rescue has made no representation concerning the health, condition, training, behavior, or temperament of the Pet.

4. _____ Rescue’s pets are typically affectionate and friendly, and Rescue will not place a pet known to be of an unsound temperament. However, no one can predict how any pet will react in a given situation, especially without complete knowledge of its life experiences. Therefore, Rescue strongly urges Adopter to exercise prudence and caution in introducing Pet into a new situation (for example dog parks, stores, groomer, vet, other homes and meeting other animals) until Pet has become fully adjusted to its new environment and Adopter has had an opportunity to become familiar with Pet’s unique personality. I accept all responsibility and liability for all interactions with people and other animals. ARR is available to assist with recommendations for behavioral training, veterinary referrals, and other resources. Adopter will be responsible for any associated costs.

5. _____ I agree to provide the pet with the necessary vaccinations and provide all necessary medical treatments as advised by my veterinarian. I agree to obtain immediate veterinary care should the pet become sick or injured, and to take full financial responsibility for such veterinary expenses. I acknowledge that I am responsible for veterinarian and medical expenses upon adoption of Pet and that ARR is not financially responsible for any expenses after adoption. However, in the event Pet becomes ill within 14 days of adoption, ARR may voluntarily pay costs on the following conditions. Adopter must notify ARR that Pet is ill by calling 970-389-8324 or emailing arrcolorao@gmail.com. If ARR has the resources available to help with such costs, it may in its discretion instruct Adopter to have Pet evaluated by one of ARR’s participating veterinarians for diagnosis or treatment. ARR will not cover the costs of any veterinary expenses provided by Adopter’s veterinarian, or any expenses incurred without ARR’s express written agreement to cover the same. ARR will not be responsible for any delay in seeking veterinary care or any alleged malpractice of any veterinarian it has referred Adopter to for evaluation and/or treatment.

6. _____ Rescue’s pets are spayed or neutered prior to adoption but exceptions are made if the pet’s life or health would be adversely affected according to a licensed veterinarian. If applicable: Per Colorado state law, Adopter agrees to have the pet spayed or neutered within 90 days by _____(date). A \$50 spay/neuter deposit is required by law and will be refunded upon receipt of proof of spay/neuter by a licensed veterinarian by this date. Failure to have the pet spayed or neutered within this time frame is a breach in this agreement and will result in the forfeiture of the deposit which will be paid to the State, as well as forfeiture of ownership of the pet. ARR will have the right to reclaim the pet after this time period.

7. _____ I agree Pet will be kept as an indoor pet, and agree to allow it full access to my home. I agree to provide the pet with fresh water, wholesome food, adequate exercise, and affection. I agree that I currently and will always have and maintain a fenced yard at the home where Pet will be or I understand that I must demonstrate to Rescue an ability to properly exercise and keep Pet safe while going to the bathroom. I agree to not allow Pet to ever be allowed to run loose in an unfenced area. I agree not to tie up or chain the pet or to allow it to ride uncaged in the back of a pick-up truck or open vehicle. I agree to comply with local and state statutes and ordinances, including licensing and leash laws. I will not allow the pet to roam or run at large.

8. _____ If the pet is a cat, I agree NOT to declaw the cat under any circumstances, understanding that declawing is the painful amputation of the first knuckle, which renders the pet defenseless and inflicts unnecessary pain. If the pet is a dog, I agree not to debark, defang, or crop the ears or tail of the dog under any circumstances.

9. _____ I will not abuse or neglect the Pet or allow it to be abused or neglected. I authorize Rescue, at its sole discretion, to determine whether or not Pet has been abused or neglected while in my possession and to declare this agreement in breach and reclaim the pet.

10. _____ I will not use a choke-type collar, prong collar or shock collar at any time. I will attach **personal identification tag to a non-choke collar to be worn at all times.**

11. _____ Pet’s microchip will have the Rescue’s contact information (address, phone number, or email address). I agree to register my contact information with the microchip provider within 1 week of adoption. I agree not to remove or alter Rescue’s contact information from Pet’s microchip. In the event the microchip stops working (backs out after implantation, microchip cannot be found with microchip scanner) I agree to notify Rescue without delay so that a new microchip can be implanted.

12. _____ In the event Pet becomes lost; I will immediately notify Rescue. I will immediately notify the Rescue of any change of contact information (address, phone number(s), or email address). I authorize any individual or agency to release the pet back to ARR if the pet is found abandoned, running at large or is brought to a shelter facility for any reason. I understand that Rescue may not return Pet to my care if Pet became lost through a breach of this agreement.

13. _____ Pet shall not participate or be trained as a guard dog or fighting dog, nor will I use it for any purpose other than companionship. I will not allow any physical, mental, or emotional abuse of the Pet.

14. _____ I will not leave Pet unattended with small children.

15. _____ I affirm that no member of my household has been convicted or charged with any animal welfare law violation such as hoarding, unsanitary conditions, neglect, cruelty, abandonment, etc. I affirm that no member of my household has been convicted or charged with any domestic battery or sex crime.

16. _____ I affirm that if I rent, I have the permission of my landlord to adopt this Pet. I agree to pay any pet deposit or pet rent required to keep my pet.

17. _____ I affirm that all of the members of my household agree with the decision to adopt Pet and will treat Pet as a family member.

18. _____ I will ensure compliance with all applicable local ordinances and state statutes regarding ownership of Pet. If I am charged with violating any such ordinance or statute while in possession of Pet, I understand that Rescue is not responsible for obtaining legal counsel for me or for paying any fines or penalties assessed.

19. _____ I am taking possession of Pet at my own risk and I release Rescue, its officers, directors, members, employees, representatives, agents or assigns from any and all liability arising out of possession of Pet. I hereby release Rescue and its officers, directors, agents and representatives and agree to indemnify and hold same harmless from any and all actions, causes of action, suits, debts, dues, accounts, covenants, agreements, judgements, claims and demand of any nature whatsoever arising out of my adoption of Pet from Rescue.

20. _____ I agree Rescue will not be held liable for any damage or loss resulting from the failure of Pet to respond to any commands taught to Pet or resulting from counseling advice supplied to Adopter. In the event any behavioral concerns arise, Adopter will immediately notify Rescue. Should any behavior of Pet result in damage to property, Adopter, or another person or animal while in the possession of Adopter, Adopter agrees to assume full liability to such third party for any and all such damage, and to absolve Rescue from any and all obligations to pay such damage to third party.

21. _____ I agree Rescue shall not be responsible for any bodily injuries or property damage and/or damage to other animals caused by Pet or by the actions of Adopter. The Adopter hereby specifically assumes sole responsibility for, and agrees to indemnify and hold Rescue harmless from any and all loss and expenses (including legal fees) by reason of liability imposed by law upon the Rescue or any of its officers, directors, members, employees, representatives, agents, or assigns because of bodily injuries or death to any person or persons including Adopter or those in Adopter's household, or any damage to property and/or animals arising out of or in consequence of the placement of Pet howsoever such injuries, death or damage to property and/or animals may be caused, whether or not the same may have been caused, or may be alleged to have been accused, by negligence of the aforementioned parties or any of their directors, members, employees, representatives, agents, or assigns or any other person.

22. _____ I acknowledge and agree that animal bites or other injuries to humans and other animals do occur and that all animals can carry and transmit parasites, diseases, including zoonotic diseases that can be transferred from animals to humans. I understand that Rescue will not be responsible for the transmission or transfer of any disease or parasite to other animals or people in the adopting household and no attempt will be made by me or anyone on my behalf to hold Rescue responsible.

23. _____ I agree to allow ARR to conduct a home visit (which shall be scheduled to occur within 3 weeks of the adoption). I represent to ARR that my home is a safe, clean environment for Pet. In the event the home is deemed unsuitable for Pet, I understand that this is a material breach of the agreement and I agree to surrender the pet to ARR.

24. _____ I acknowledge that ARR makes a lifetime commitment to any pet it has adopted. Failure to comply with any of the adoption contract requirements constitutes grounds for ARR to deem this contract in breach and reclaim the adopted pet. **ARR will provide Adopter of written notice to his/her last known address in the event it believes any term or condition of this Agreement has been breached. I agree to voluntarily surrender the pet to ARR upon receipt of such notice, making no charges of any nature for licensing, care, food, or any other services.**

25. _____ I agree that any legal action pertaining to this agreement shall be heard in Denver County Court (or its small claims division), Colorado. In the event Rescue has to file a replevin action to recover possession of Pet, I voluntarily waive my right to attend a show cause hearing under Colorado Rule of Civil Procedure 411 and agree that the Court has the authority to issue a pre-judgement order of possession of Pet to the Rescue without the necessity of posting a bond.

26. _____ I acknowledge that breach of this agreement will result in travel costs, court costs and a attorney fees payable by me if legal action or travel is necessary for Rescue to recover Pet. I understands that Pet has intrinsic value and is not replaceable, so if Pet is altered in any way prohibited by Paragraph 8, euthanized, lost or otherwise unable to be returned to the Rescue due to the negligence or intent of Adopter to circumvent Rescue's right to re-possess Pet, I will be in breach of this agreement and will be subject to pay liquidated damages to the Rescue in the amount of \$2,500.00 in addition to all attorney's fees and costs and actual damages incurred as a result of the breach.

27. _____ I acknowledge ARR shall be entitled to all attorney fees and costs incurred in any legal action brought by either party as a result of my adoption of Pet or any alleged breach of any of the terms of this agreement.

28. _____. Any additional terms are set forth herein: _____

29. _____ I understand that by voluntarily signing this agreement, I am entering into a legal and binding contract with Rescue. I understand that any misrepresentations in my application or failure to abide by any of the terms of this agreement are cause for Rescue to declare this agreement in breach and notify me of its intention to reclaim Pet.

THE REPRESENTATIONS contained in the Adoption Application are incorporated herein by reference and ARR is relying on those representations in entering into this Agreement. **THIS AGREEMENT** is the entire agreement between ARR and Adopter, and supersedes any prior understandings between the parties with respect to the subject matter of this Agreement. No modification of this Agreement will be valid unless in writing and duly signed by ARR and the Adopter. This Agreement is binding upon the heirs, assigns, successors, personal representatives, and executors of both parties.

SIGNATURES

_____ I agree to and understand all terms of this adoption contract and has read and initialed each line of the first page.

_____ I have received the Rabies Prevention Pamphlet provided by PACFA.

_____ I have received ARR's veterinarian/vaccination records for this pet.

_____ If I am married, my spouse agrees to be bound by the terms and conditions of this Agreement to the same extent as Adopter. My spouse's name is _____.

Adopter Date _____

Adopter's Spouse _____ Date

ARR Agent _____
Date

Nonrefundable Adoption Fee Received: _____

Spay/Neuter Deposit Received (if applicable): _____

Training Deposit Received (if applicable): _____