



Las Vegas Labrador Rescue

Dog Adoption Contract

This Rescue Dog Adoption Contract (“Contract”) is entered by and between Las Vegas Labrador Rescue (“LVLR”) and Adopter(s) _____ (“Adopter(s)”). (Las Vegas Labrador Rescue and Adopter(s) are collectively referred to as the “Parties).

STATEMENT OF FACTS

WHEREAS, Adopter(s) desire a Rescue Dog; and

WHEREAS, Adopter(s) desire to adopt a Rescue Dog from Las Vegas Labrador Rescue; and,

WHEREAS, LVLR accepts purebred and mixed breeds alike so long as dog is primarily Labrador Retriever.

WHEREAS, Rescue Dog was evaluated by a representative of LVLR and said Rescue Dog has been determined and appears to be primarily Labrador Retriever.

WHEREAS, Labrador Retrievers are characterized as large-sized dog, weighing approximately 55 to 100 pounds.

WHEREAS, Labrador Retrievers are generally kindly, outgoing, possess an easy nature, eager to please, non-aggressive towards man or animal, gentle, intelligent and adaptable.

WHEREAS, Labrador Retrievers generally require a good amount of exercise (not just a couple of short walks around the block), rowdy and exuberant jumpers (especially when young or not exercised enough), mouthy (carrying and chewing objects, mouthing your hands in play) and shed their coats.

WHEREAS, Adopter(s) desire to take into their home the Rescue Dog as their own which is adopted from Las Vegas Labrador Rescue; and,

WHEREAS, Adopter(s) is over the age of eighteen; and,

WHEREAS, Las Vegas Labrador Rescue wishes to assist Adopter(s) in his/her/their goal of adopting a Rescue Dog and the permanent placement of the Rescue Dog with Adopter(s); and,

WHEREAS, Adopter(s) wish to adopt the following Rescue Dog (“Rescue Dog”) from Las Vegas Labrador Rescue:

Rescue Dog Name: _____ Assessed Age: _____ Gender: _____

Color/Markings: _____ Spayed/Neutered: _____



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WHEREAS, LVLR has discussed Rescue Dog's known background and medical history with Adopter(s).

WHEREAS, LVLR has made no representations to Adopter(s) concerning the health, condition, training, behavior, or temperament of the Rescue Dog.

WHEREAS, Las Vegas Labrador is conditionally transferring legal ownership of the Rescue Dog to Adopter(s):

NOW THEREFORE, in consideration of the mutual promises contained herein and with the intention of being legally bound thereby, and with good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

REPRESENTATIONS

Las Vegas Labrador Rescue warrants that all information prepared by them and submitted to Adopter(s) for review in connection with the Rescue Dog is true and correct. LVLR further warrants that it has not knowingly falsified or omitted any material information, and understands that any knowing falsification or omissions could constitute a breach of this Contract. LVLR acknowledges that Adopter(s) is relying on this Contract and on all of the written and verbal representations made by LVLR with regard to the Rescue Dog. Adopter(s) is satisfied with all of the information provided and has had an opportunity to seek additional information if desired.

Las Vegas Labrador Rescue has made no representations or warranties regarding Rescue Dog's age, health, condition, training, personality, behavior, temperament or compatibility with Adopter(s) or any members of Adopter(s)' household, including other family pets. Las Vegas Labrador Rescue does not guarantee lineage, pedigree, etc.

Adopter(s) warrants that all information prepared by him/her/them and submitted to the LVLR for its review in connection with the Contract is true and correct. Adopter(s) further warrants that s/he/they has not knowingly falsified or omitted any material information, and understands that any knowing falsification or omissions could constitute a breach of this Contract. Adopter(s) acknowledges that LVLR is relying on this Contract and on all of the written and verbal representations made by Adopter(s).

Adopter(s) understand that LVLR has made no representations or warranties about the Rescue Dog's age, health, condition, training, personality, behavior, temperament or compatibility with Adopter(s) or any members of Adopter(s)' household, including other family pets, lineage, pedigree, etc., of the Rescue Dog.

CONDITIONS

The Parties hereto agree that the Adopter(s) shall abide by the following conditions:

1. **Non-Refundable Adoption Fee.** _____ **(Initial(s))** LVLR requires an adoption fee of \$300.00. The Adoption Application Fee applies toward the Adoption Fee, if paid previously, for the Rescue Dog, to help defray the expenses



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incurred by LVLR in rescuing and caring for the Rescue Dog. The Adoption Fee is not refundable under any circumstances. Any violation of the terms and conditions set forth herein that result in the return of the Rescue Dog will not result in a refund of the Adoption Fee.

2. **Conditional Transfer of Rescue Dog.** _____ **(Initial(s))** Rescue Dog is being conditionally transferred to the Adopter(s) with the understanding that the Adopter(s) is taking possession of the Rescue Dog to treat and to be responsible for Rescue Dog as his/her/their own dog. If Adopter(s) breach any provision of this Contract, Adopter(s) agree to immediately return Rescue Dog to LVLR.

3. **Responsibility and Ownership.** _____ **(Initial(s))** Adopter(s) agrees to accept responsibility and ownership of the Rescue Dog at his/her/their own risk and releases LVLR and its agents from any and all liability arising out of possession and ownership of Rescue Dog. Adopter(s) agrees that s/he/they is assuming total financial responsibility for Rescue Dog as of the date of this Contract. LVLR and its agents will not be held responsible for any damages or expenses (veterinary or otherwise) incurred during ownership of the Rescue Dog by Adopter(s).

4. **Introduction of Rescue Dog to Home and Family/Pet Members.** _____ **(Initial(s))** Adopter(s) understands the first 30 days in your home can be confusing, over stimulating and stressful for Rescue Dog. It is not recommended that Adopter(s) give the Rescue Dog free roaming in the home for the first 30 days. Adopter(s) will provide a safe and secure place that allows the Rescue Dog to be near the family unit, but still see, smell and adjust to all family members in a controlled manner.

The First 30 Days

- a. All activities need to be supervised (eyes on) by an adult.
- b. Provide guidance on leash, show the Rescue Dog where he/she is to sleep, eat, play and go potty.
- c. Provide opportunity for Rescue Dog to have alone time while adjusting to his/her new home.
- d. Supervision, teaching clear expectations, setting up a schedule and routine, providing structure and minimizing too much mental stimulation while your Rescue Dog adjusts will make for an easier transition.
- e. Do not let Rescue Dog out of kennel, crate, or other secured area without adult supervision.
- f. Begin obedience training within the first 2 days. Don't encourage rough play, jumping, or tugging. If Adopter(s) encounters behavior issues you are unfamiliar with, hire a licensed professional dog trainer who uses positive-reinforcement techniques.
- g. If Adopter(s) has other pets, you must pick up all toys, treats, etc., and feed Rescue Dog in separate locations/rooms.
- h. Children must understand their responsibility and proper etiquette for a healthy relationship with the Rescue Dog



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5. **Basic Care of Rescue Dog.** _____ **(Initial(s))** Adopter(s) agrees to provide the Rescue Dog with access to the house and adequate outdoor exercise. Adopter(s) will feed the Rescue Dog wholesome dog food at least twice a day (unless recommended otherwise by a licensed veterinarian) and will provide a fresh supply of water at all times. The Rescue Dog will live inside the home of Adopter(s) and will not be isolated from the family. The Rescue Dog will be treated as a family member with loving care and affection and Rescue Dog shall engage in all activities which are acceptable for Rescue Dog to participate. Adopter(s) will do his/her/their best to ensure the Rescue Dog's safety and well-being. If crated, the crate shall be large enough for the Rescue Dog to lie comfortably on his/her side. Adopter(s) will treat the Rescue Dog as a household pet, companion and family member, and never leave the Rescue Dog chained, caged and/or tied up in a yard, garage, patio, balcony, and/or pen, or leave Rescue Dog outdoors or otherwise confined for extended periods of time.

6. **Providing for Rescue Dog.** _____ **(Initial(s))** Adopter(s) understands and agrees to make any and all changes necessary in the environment and lifestyle of Adopter(s) to accommodate life with the Rescue Dog, such as change of daily activities, fencing requirements, supervision, seeking professional help, etc. Adopter(s) understands and agrees to keep this Rescue Dog regardless of medical conditions, common behavioral issues, or any other issues. Adopter(s) understand and agree to exhaust all reasonable resources to correct any issues the Rescue Dog may have and/or changes Adopter(s) can make to environment and/or lifestyle.

7. **Purpose of Rescue Dog.** _____ **(Initial(s))** Adopter(s) will not have the Rescue Dog attack-trained nor will Adopter(s) use Rescue Dog for any purpose other than companionship. Adopter(s) agrees never to use the Rescue Dog for dog fighting or any other "sport" in which one Rescue Dog is pitted against another, and never to beat or taunt the Rescue Dog in order to promote aggressive "guard dog" characteristics.

8. **Physical Discipline.** _____ **(Initial(s))** Adopter(s) agrees to never strike the Rescue Dog in anger. Adopter(s) will never allow any physical, mental, or emotional abuse of the Rescue Dog.

9. **Supervision of Rescue Dog.** _____ **(Initial(s))** Never leave your Rescue Dog alone with children under the age of 14 years old without adult supervision.

10. **Medical/Vaccination Records.** _____ **(Initial(s))** Adopter(s) understands and agrees that LVLR has provided in Rescue Dog's Adoption Packet any and all medical information, including vaccination records, LVLR has in its possession. Adopter(s) understands and agrees to schedule an appointment with a licensed veterinarian no later than 10 days after adoption of Rescue Dog to establish a medical care plan between Adopter(s) and the veterinarian for Rescue Dog. The medical care plan, includes, but is not limited to, vaccination/immunization and/or other medical needs for the Rescue Dog.

11. **Veterinary Care.** _____ **(Initial(s))** Adopter(s) will take the Rescue Dog to a licensed veterinarian when vaccinations are due, and in any event, no later than one year from the last veterinary visit. Adopter(s) will provide all required and/or needed veterinary care, including rabies vaccinations as required every one or three years;



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yearly booster vaccinations for DHLPPC; yearly fecal checks for internal parasites (worms); and prompt treatment by a licensed veterinarian for any illness or injury. Titer testing is acceptable in lieu of vaccinations.

12. Spay/Neuter. _____ (Initial(s)) (IF NOT APPLICABLE _____ LVLR Initials) Adopter(s) shall not utilize Rescue Dog any breeding purposes. If the Rescue Dog is under 4 months of age or a licensed veterinarian has certified the Rescue Dog is unfit for surgery, and is not yet spayed or neutered, Adopter(s) agrees to provide proof that spay or neuter was completed either no later than 4 months of age and/or when a licensed veterinarian deems the Rescue Dog physically fit to undergo the surgery. Failure to spay/neuter Rescue Dog at 4 months of age is a violation of City and County Ordinances and is a misdemeanor criminal offense. Failure to spay/neuter Rescue Dog as provided for herein will be considered a breach of contract and will result in the immediate return of the Rescue Dog to LVLR.

13. Maintenance. _____ (Initial(s)) Adopter(s) understands that Rescue Dog is a double coated dog. Adopter(s) understand that Rescue Dog sheds (Black and Chocolate Labs generally shed their coats in spring and fall and Yellow Labs generally shed their coats year-round (365 days per year)). Adopter(s) SHALL NOT shave or allow a groomer to shave Rescue Dog for routine maintenance or grooming purposes (If Rescue Dog is having surgery or has a hot spot, licensed veterinarian may shave area that must be shaved for medical purposes). Adopter(s) understands that Rescue Dog's double coat provides protection against the rays of the sun, insulates the dog from the heat and cold, and helps regulate dog's temperature. Adopter(s) understands that shaving Rescue Dog's coat may **irreparably** impair Rescue Dog's ability to properly heat/cool himself/herself and protect its skin. To properly groom Rescue Dog, you may need the following tools: A: Wire Slicker Brush; B: Short-haired rake; C: Narrow toothed comb; D: Wide toothed comb; E: Toenail clippers; and, F: Bristle brush. Adopter(s) understands that Rescue Dog may need to be groomed two (2) to three (3) times per week.

14. Animal Welfare Violation. _____ (Initial(s)) Adopter(s) affirms that Adopter(s) and no other member of Adopter's household has been convicted of an animal welfare law violation such as neglect, cruelty, abandonment, etc.

15. Identification. _____ (Initial(s)) The Rescue Dog must be licensed in accordance with the laws of the jurisdiction in which the Adopter(s) resides. The Rescue Dog will wear a form of identification with Adopter's name and phone number at all times. Adopter(s) agrees to register and/or transfer the microchip number to Adopter(s) no later than 7 days after the adoption date. Adopter(s) will ensure compliance with all applicable local and state laws.

16. Training. _____ (Initial(s)) Adopter(s) understands that LVLR highly recommends dog obedience training to establish boundaries and for integration of Rescue Dog in to the pack/home. If behavioral issues arise, which are above Adopter(s)' knowledge/skill levels, Adopter(s) will seek professional care and/or training, including, but not limited to, behavior modification. Physical and mental stimulation are necessary parts of your Rescue Dog's well-



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being. Adopter(s) will not use a non-adjustable choke/pinch collar at any time, except for training under the guidance of a qualified dog trainer. Use of a Martingale collar is acceptable.

17. **Transfer.** _____ **(Initial(s))** Adopter(s) acknowledges that s/he/they is adopting the Rescue Dog for himself/herself/themselves and agrees not to abandon, give away, sell, transfer, foster out, or dispose of the Rescue Dog in any way, even as a gift to a friend or family member, except as provided herein below. Adopter(s) will not take the Rescue Dog to a shelter or abandon the Rescue Dog. Adopter(s) understands that LVLR must be notified immediately, without delay, if at any time Adopter(s) determines Adopter(s) no longer wants, or no longer can keep the Rescue Dog. LVLR has the right of first refusal and must be notified **prior** to any decisions regarding placement of the Rescue Dog. Transferring Ownership/Adopting the Rescue Dog to a family member or friend is acceptable so long as LVLR has been given the chance to establish the family/friend's ability to comply with the Dog Adoption Contract and family member/friend is willing to sign Dog Adoption Contract. If the Rescue Dog is being returned to LVLR, Adopter(s) agrees to provide LVLR with reasonable time to rehome or place the Rescue Dog in an approved foster home. Adopter(s) understands that it may take multiple weeks to place Rescue Dog in a foster home. Adopter(s) agrees to assume any and all costs related to transportation, medical care, and/or housing/boarding until LVLR formally assumes physical possession of the Rescue Dog. Adopter(s) must notify LVLR of any behavioral problems that have occurred at any time before Adopter(s) returns the Rescue Dog and Adopter(s) agrees to pay for a professional trainer's evaluation in case of biting or aggression.

18. **Euthanasia.** _____ **(Initial(s))** Adopter(s) agrees not to euthanize the Rescue Dog except in the case of the Rescue Dog's terminal illness, injury, severe aggression which has been diagnosed and documented by a licensed professional dog trainer and/or licensed dog behaviorist, or old age accompanied by pain and suffering. The euthanasia must be performed by a licensed veterinarian in a private clinic, hospital or your home. In the event the Rescue Dog dies, Adopter(s) will immediately notify LVLR.

19. **Lost.** _____ **(Initial(s))** Adopter(s) agrees to immediately notify LVLR in the event Rescue Dog becomes lost.

20. **Inquiry and Inspection.** _____ **(Initial(s))** Adopter(s) agrees to permit LVLR to make inquiry about and enforce any of the above conditions and requirements at any time after adoption of Rescue Dog. This contact may include visits to home of Adopter(s), contacting the Rescue Dog's veterinarian and/or any other medical provider.

21. **Termination of Contract.** _____ **(Initial(s))** Adopter(s) agrees that the Contract may be terminated by LVLR if LVLR or a licensed veterinarian, in LVLR's sole discretion determines that Adopter(s) has failed to comply with any condition of this Contract and/or if Rescue Dog has been abused and/or neglected. If Contract is terminated, Adopter(s) agrees to immediately surrender Rescue Dog to LVLR.

22. **Breach of Contract.** _____ **(Initial(s))** Adopters are severally liable for all duties and obligations under this Contract. This Contract is not intended to prevent or limit a party from seeking any and all available legal and equitable remedies (including, without limitation, money damages, injunctive relief or specific performance). If



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Adopter(s) violates any of the provisions contained in this Contract without legal excuse, such violation shall constitute a breach of this Contract. As a precondition to the declaration of any violation constituting an alleged breach of Contract herein, LVLR shall, within a reasonable time after discovery, provide written and/or verbal notification to the Adopter(s) of the alleged violation. If the nature of the alleged breach is such that it cannot be reasonably cured, or if it can be cured but the Adopter(s) fails to cure the breach within a reasonable time after notification, this Contract may be terminated forthwith at the sole option of LVLR by giving written and/or verbal notice of termination to Adopter(s), without further liability on the part of either party, except as specifically set forth below. Adopter(s) shall be required to permit LVLR to immediately recover the Rescue Dog from Adopter(s) upon demand and Adopter(s) shall, without hesitation, surrender the Rescue Dog to LVLR immediately, and in any event no later than 24 hours after demand. If Adopter(s) fails to surrender the Rescue Dog to LVLR, then Adopter(s) shall be liable to LVLR for the following sums:

22.1. The attorneys' fees and costs paid and/or incurred by LVLR in seeking any and all available legal and equitable remedies, whether or not a legal proceeding is commenced;

22.2. An amount equal to any sums paid by LVLR to a third party (i.e. licensed veterinarian, professional trainer, etc.) to whom by the terms and conditions of this Contract, Adopter(s) was obligated to pay;

22.3. As liquidated damages, the sum of Three Hundred Dollars (\$300.00) for each violation of this Agreement, including each day Adopter(s) fails to surrender the Rescue Dog to LVLR. In this regard, the parties agree that damages would be extremely difficult and speculative to establish and that the formulation herein represents a fair and reasonable means by which to compensate LVLR on account of a breach of the Contract by Adopter(s).

23. Waiver and Release. _____ **(Initial(s))** Adopter(s) acknowledges and agrees, and represents and warrants, that Adopter(s) is entering into this Contract voluntarily and of his/her/their own free will after careful consideration, based upon his/her/their own investigations and understandings, with his/her/their full consent, and with his/her/their full and specific assumption of any and all risks, whether direct or indirect, foreseeable or unforeseeable, arising from, relating to or in connection with the adoption and ownership of the Rescue Dog and Dog Adoption Contract as contemplated herein. Adopter(s) hereby waives, releases and forever discharges LVLR and its agents, legal representatives, administrators and assigns, from and against any and all claims, demands, charges, causes of action, liabilities, penalties, costs and expenses, including attorneys' fees, whether direct or indirect, foreseeable or unforeseeable, arising from or out of, relating to, or in connection with any claims, legal actions, losses, injuries, damages, costs, expenses, or liabilities whatsoever in connection with the adoption or ownership of the Rescue Dog.



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MISCELLANEOUS TERMS

1. **Successors and Assigns.** _____ **(Initial(s))** This Contract shall inure to the benefit of and be binding on the parties, their heirs, their agents, personal representatives, successors and assigns and may not be assigned by any party without the written consent of all other parties.
2. **Entire Agreement.** _____ **(Initial(s))** This Contract contains the entire agreement between the parties, and supersedes any prior written or oral agreements concerning the subject matter contained herein. No other agreements, covenants, representations, nor warranties, expressed or implied, oral or written, have been made by any Party to any other with respect to the subject matter of the Agreement. All prior and contemporaneous conversations, negotiations, alleged agreements, representation, covenants and warranties, with respect to the subject matter contained herein, are hereby waived and superseded by the written terms of this Agreement.
3. **Headings.** _____ **(Initial(s))** The headings and numbering of the different paragraphs of this Contract are inserted for convenient reference only and are not to be taken as part of this Contract or to control or affect the meaning, construction or effect of the same.
4. **Amendment to Agreement.** _____ **(Initial(s))** The provisions of this Contract may be waived, altered, amended or repealed, in whole or in part, only upon the written consent of all parties.
5. **Signatures.** _____ **(Initial(s))** LVLRL and Adopter(s) each agree to regard facsimile, digital and/or electronic representations of original signatures of each party as legally sufficient evidence that such original signatures have been affixed to Dog Adoption Contract. LVLRL and Adopter(s) each agree that the parties need not follow up facsimile, digital and/or electronic transmissions of Dog Adoption Contract with subsequent transmission of “original” versions of Dog Adoption Contract.
6. **Notices.** _____ **(Initial(s))** Adopter(s) will immediately notify LVLRL of any change of contact information (address, phone number, or email address). Any notice given under this Contract must be in writing and shall be deemed to have been duly given if mailed by U.S. first –class mail, return receipt requested, postage prepaid and addressed to the attention of the undersigned at the address noted in the signature blocks below or if personally served. Notice shall be considered effective three (3) days after mailing or on the actual date and time of personal delivery.
7. **Enforceability of Agreement.** _____ **(Initial(s))** If a court of competent jurisdiction finds that any term of this Contract is invalid or unenforceable, such term shall be severed from the Contract, and the remaining terms shall remain in full force and effect, unless to give effect to such a provision would be inconsistent with the intentions of the Parties. If a provision is determined to be invalid due to its scope or breadth, such provision shall remain valid to the extent of the scope or breadth permitted by law.
8. **Ambiguities.** _____ **(Initial(s))** The Contract shall not be construed for or against a party on the basis of which Party physically served as the drafter of this Agreement.



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9. **Further Assurances.** _____ **(Initial(s))** The Parties agree to cooperate with one another in accomplishing the objectives of this Contract and to sign and provide all documents, and take such actions as may be necessary or advisable to carry out the intentions of the Parties.
10. **Waiver of Breach.** _____ **(Initial(s))** The waiver of any party of a breach or violation of any provisions of this Contract shall not operate as or be construed to be a waiver of any subsequent breach hereof.
11. **Effective Date.** _____ **(Initial(s))** This Contract shall be effective on the last party signature date set forth below.
12. **Jurisdiction and Venue.** _____ **(Initial(s))** The Parties agree that subject matter and personal jurisdiction shall be vested in and venue shall lie in a court of competent and appropriate jurisdiction within the County of Clark, State of Nevada.
13. **Acknowledgement.** _____ **(Initial(s))** Each party acknowledges that he or she has fully read the Contract, is relying on the representations set forth in this Contract, is signing the same freely and voluntarily and has no reason to believe that the others did not understand fully the terms and effects of this Contract or freely and voluntarily execute this Contract.

Your generosity and commitment to helping Rescue Dogs in need is what enables Las Vegas Labrador Rescue to rehabilitate and adopt the next Rescue Dog. Although Las Vegas Labrador Rescue's visibility has grown substantially, and many perceive us as a large rescue operation, nothing could be FURther from the truth. We are a very small rescue 501(c)(3) Non-Profit organization that relies completely on donations, volunteers who donate their time & resources and the generosity of others.

On behalf of Las Vegas Labrador Rescue Volunteers and all the Rescue Dogs we serve – We speak for them and say “Thank You.”



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I/WE HAVE READ, UNDERSTAND, AGREED TO ABIDE BY ALL THE TERMS, PROVISIONS, AND CONDITIONS OF THIS CONTACT. I/WE ACKNOWLEDGE THAT WE HAVE RECEIVED A COPY OF THIS CONTRACT. I/WE UNDERSTAND THAT FAILURE TO COMPLY WITH ANY OF THE ABOVE TERMS, PROVISIONS AND CONDITIONS OF THIS CONTRACT WILL RESULT IN IMMEDIATE FORFEITURE OF THE RESCUE DOG TO LAS VEGAS LABRADOR RESCUE.

Adopter(s):

Adopter 1 Printed Name: _____

Signature of Adopter 1: _____ Date: _____

Adopter 2 Printed Name: _____

Signature of Adopter 2: _____ Date: _____

Adopter 1 Mobile Number: _____ Adopter 2 Mobile Number: _____

Home Address: _____

Home Number: _____

Las Vegas Labrador Rescue:

Printed Name of Las Vegas Labrador Rescue Agent: David Heck (President, LVLR)

Signature of Las Vegas Labrador Rescue Agent: *David Heck*

Address for Notice to LVLR: Las Vegas Labrador Rescue, 2550 E. Desert Inn Road #294, Las Vegas Nevada 89121