

American Boston Terrier Rescue Adoption Agreement

Name of dog: _____ Sex: M/F DOB or approximate age: _____ years/months
AKC Registered papers: No Color: _____ Breed: _____ Sterilized: YES

This agreement made this _____ day of _____, 200__, between American Boston Terrier Rescue and _____, hereinafter referred to as the Transferee(s), to which:

A. American Boston Terrier Rescue hereby transfers and assigns to the Transferee(s), all rights, title, and interests, without warranty in said regard, that it might have in the above named dog with the exception of superior title noted in #B7 below, which will thereafter be referred to as the "Dog."

B. The Transferee(s) hereby acknowledges that said transfer and assignment of said dog is good and valuable consideration and that the Transferee(s) covenants and agrees with the American Boston Terrier Rescue with respect to the rescuing agency and the dog as follows:

1. That I/we will provide the dog with a permanent home as a member of my/our family as an indoor dog and as such this pet will not be used as a guard dog, yard only dog, or dog fighting bait dog.

2. That if I/we are unable to care for or keep the dog or he/she proves to be unsuitable, I/we will return it to the designated officer, agent or representative of American Boston Terrier Rescue. In no event will the dog be sold by me/us to another person or placed in an animal shelter or humane society or turned loose to roam freely.

3. That I/we will properly house, feed, water, exercise, care for and provide for inoculations, heartworm care and any other veterinary or supportive care as the dog requires for the rest of his/her lifetime. I/we agree to give HEARTWORM PREVENTION every month for the rest of his/her life no matter where I live. **PROHEART 6, the 6 month injectable heartworm preventative IS NOT RECOMMENDED as there have been reports of adverse reactions to its use.** Go to: <http://www.proheartinformation.com/reactions2.html> for more information. We also do not recommend the use of Revolution or other topicals to be used as heartworm prevention. **Adopter's Initials:** _____

4. That I/we will exercise proper control and restraint over the dog at all times and not allow the dog to run at large. I/we agree to have a collar and identification tags on the dog at all times, even if the dog stays indoors.

5. That the dog will **NEVER** be used for breeding or experimentation purposes.

6. That I/we will notify American Boston Terrier Rescue if the dog is ever lost, stolen or deceased.

7. That I/we will allow representatives of American Boston Terrier Rescue to check the dog and its environment, and that if at any time the placement is found to be detrimental to the dog's health, mental or physical well-being. American Boston Terrier Rescue reserves the right to remove the dog from said placement until the situation is corrected or until another placement can be made. It is agreed that rescuer shall retain superior title in said animal limited to and for the express purpose of assuring the animal's well-being and only exercise its superior claim in the event it appears to ABTR that the proper and humane care as specified in the above adoption provisions is not being afforded to said animal, in which case the animal may be taken through a claim and delivery proceeding. The adopter further agrees that if there is any breach or default of the terms of this contract, and the dog must be redeemed through a claim and delivery service, that the adopter will be held liable for all court costs and fees for the adopter's attorney and for rescuer's attorney. This has been read to the adopter and explained to the adopter. The adopter has read this, understands and agrees to this and is signing this contract. **Adopter's Initials:** _____

8. RELEASE OF LIABILITY AND INDEMNITY: I/we promise and agree to be solely responsible for the dog and to indemnify and hold harmless, American Boston Terrier Rescue, agents and representatives, members, successors or assigns from any and all claims of liability for any conduct, behavior, damage or injury caused by the dog to any person of property on or after the date of this agreement; from any claim or damages known or unanticipated resulting from my/our ownership or control thereof. The adopter hereby understands, promises, and agrees that in receipt of this dog to forever release, discharge and covenant to hold harmless rescuer and any other person, firm, or organization charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors, and assigns from any and all claims, damages, costs, expenses, loss of services, actions and causes of action belonging to the said adopter, arising out of any act or occurrence from the present time _____ day of _____ 200__ and particularity on account of the adoption of: _____ . **Adopter's Initials:** _____

9. I/we understand that American Boston Terrier Rescue does not knowingly misrepresent any animal's age, condition of health or temperament. American Boston Terrier Rescue is only a referral service and therefore is in no way liable or responsible for any damage, injury, or accident resulting from the placement of any dog into my household.

10. I/we understand that there is **NO HEALTH WARRANTY** given with the dog and **ABTR IS NOT RESPONSIBLE FOR ANY VETTING AFTER THE ADOPTION**. If a problem is discovered even the day after the adoption, the adopter is responsible for treating that illness. **Adopter's Initials:** _____

11. I/we understand that American Boston Terrier Rescue derives its only source of funding through donations and fund-raising activities. The adoption donation for this animal is considered non-refundable, even if the dog is returned to the rescue at a later date. Amount of donation \$_____. **Adopter's Initials:** _____

C. In the event the Transferee(s) breaches any covenant or condition herein and incurs any legal costs, including any attorney's fees, costs of litigation, including costs of deposition, witness fees for expert or non expert witnesses, court costs, or any other expense in relation to the enforcement of any covenant or condition, the transferee(s) shall be individually and jointly liable therefore to ABTR.

The dogs that come through American Boston Terrier Rescue have the following medical procedures routinely done to each individual dog on an **AS NEEDED** basis.

SPAY/NEUTER (unless dog has what appears to be a spay scar or no testicles)

RABIES

DA2PPC SHOT SERIES

BORDATELLA

HEARTWORM TEST

FECAL (FYI - tape worms do not show up on a fecal test and if the other types of worms are immature then they too will not show up on a fecal. We only treat for the test results, as treating every dog for everything would be extremely cost prohibitive.) We suggest that you monitor the dog's feces to watch for Tapeworms and treat if you see them, and have a fecal test administered by a vet each month. Your dog needs to only ingest ONE flea and he/she can have tapeworms through no fault of your own. We recommend using Frontline or Advantix once a month to prevent fleas from harassing your dog. We also recommend monthly flea treatments of your yard to keep the flea and tick population outside to a minimum.

When a dog is stressed often the coccidia that are normally present in the stomach overpopulate causing bloody, mucousy diarrhea with a very strong iron blood smell. This sometimes happens when placing dogs in a new environment or when shipped. If you notice these symptoms, take the dog to the vet immediately. Medication will take care of the Coccidia overgrowth and prevent dehydration related to the diarrhea, which can be fatal if not treated.

ABTR does NOT routinely do dental cleaning of dog's teeth. We do check for any abscesses that may be physically seen at the time of the vet visit. If an abscess is noted, then dental extractions are done to remove any problem teeth. Bostons are known for having teeth problems, especially abscesses, due to the structure of their mouth. We do not check the teeth on a health certificate. If you notice very bad breath, take the dog to the vet, as it may be an abscess.

