New England Old English Sheepdog Rescue, Inc.
P.O. Box 259, Lincoln, MA 01773
(781) 819-0131 **www.neoesr.org**

Release & Indemnity Agreement

THE UNDERSIGNED ADOPTER(S) agree(s) to abide by all of the "Terms of Adoption" as indicated below. The Adopter(s) must place Adopter(s) initials next to each and every paragraph to indicate that the Adopter(s) read and understand(s) the terms and conditions set forth, herein.

TERMS OF ADOPTION

_____ 1. **Release and Indemnity Agreement.** IN CONSIDERATION of payment of the adoption fee to the New England Old English Sheepdog Rescue, Inc. ("NEOESR, Inc.") in the sum of _____ Dollars ($_____) (determined by taking into consideration the age of the dog at the time of adoption), and the adoption of the dog named below, the undersigned Adopter(s) hereby forever release(s), discharge(s), covenant(s) to hold harmless and to fully indemnify New England Old English Sheepdog Rescue, Inc. and their heirs, administrators, executors, successors and assigns or any other person, firm, corporation or agent acting on NEOESR, Inc.'s behalf, from all claims, damages, costs, expenses, loss of services, actions and causes of action belonging to the said Adopter(s) or to any and all third parties, arising from or occurring out of any act or omission involving the adoption of the dog named below and any injury, harm or damage to person or property which this dog may cause from the time of adoption, until the end of time.

Dog's Name: _____

_____ 2. **Return.** If for any reason, the adoption is not satisfactory to the adopting party or if the Adopter(s) fail(s) to comply with any or all terms and conditions set forth in this Agreement, or if any misrepresentations have been made by the Adopter(s) during the entire life span of the adopted dog, the dog must be returned to NEOESR, Inc. immediately. If the Adopter(s) return(s) the dog within 30 days after the date of adoption, the adoption fee may be refunded on a pro-rata basis subject to the Board of Directors' ultimate discretion. There will be no refund granted after 30 days

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_____ 3. **Transfer of Ownership.** The Adopter(s) promise(s) not to transfer or relinquish ownership of this dog to any other person, firm or corporation for any reason whatsoever. Furthermore, the Adopter(s) promise(s) not to surrender this dog to any animal shelter or other animal welfare organization and Adopter(s) promise(s) not to abandon this dog. NEOESR, Inc. has made the Adopter(s) aware that NEOESR, Inc. will accept return of this dog at any time and for any reason. The Adopter(s) must call NEOESR, Inc. to make arrangements for the dog to be returned. Furthermore, the Adopter(s) pledge(s) to make prearrangements to notify NEOESR, Inc. and to have this dog returned immediately to NEOESR, Inc. in the event the Adopter(s) die(s) or become(s) physically unable to properly care for this dog. The Adopter(s) understand(s) and agree(s) that in the event of the Adopter(s) death or physical impairment to

the degree to which providing adequate and appropriate care for this dog is hindered or prevented) NEOESR, Inc. will regain all rights in ownership, custody, control and possession of this dog immediately.

_____ 4. **Neutering.** In the event that this dog is not neutered/spayed, the dog must be neutered or spayed by _____. This dog may not be used for breeding purposes.

_____ 5. **Care.** The Adopter(s) understand(s) that this dog must be kept as a companion animal and must live inside the home of the Adopter(s). The Adopter(s) or anyone acting on the Adopter(s) behalf must not keep this dog chained or tethered in an unsupervised manner at any time. The Adopter(s) agree(s) not to let the dog roam free in an unfenced, uncontained area without the dog being under direct supervision and voice control. The Adopter(s) agree(s) to provide all necessary treatment and veterinary care, including annual check-ups, and the Adopter(s) promise(s) to place the dog on an inoculation and heartworm preventative program as established by the dog's veterinarian, in order to guarantee the dog's continued health and well-being. The Adopter(s) agree(s) to abide by all applicable Federal, State and local laws and regulations pertaining to the keeping and the ownership of this dog. As such, the Adopter(s) must ensure that this dog is up-to-date on rabies vaccinations at all times, and that the dog is licensed and registered in the town or city in which the dog resides. This dog will have coat maintained in a reasonable manner as described during interview. Attention to tangled areas and external parasites is important for the health of the dog. The Adopter assumes all financial responsibility and liability for this dog, Including but not limited to: costs of food, costs of veterinary care and any other future costs, both foreseen and unforeseen. The Adopter(s) agree(s) that this dog must wear an identification tag tag with all relevant contact information of the Adopter(s), Including but not limited to: the dog's name, residential address, and phone number(s) to allow contact in the event that the dog goes missing. The Adopter(s) promise(s) to notify NEOESR, Inc. promptly if the dog goes missing or when changing address or phone numbers.

_____ 6. **Reservation of Rights.** New England Old English Sheepdog Rescue, Inc. reserves the right to conduct on-going monitoring of this adoption, and the Adopter(s) agree(s) to allow NEOESR, Inc. to visit the dog's residence periodically to check on the dog's mental and physical health and well-being and to ensure compliance with all of the terms and conditions set forth in this Agreement. If the terms and conditions of this Agreement are not upheld by the Adopter(s), or if any misrepresentations have been made to NEOESR, Inc. by the Adopter(s), NEOESR, Inc. reserves the right to terminate this Agreement at any time, and compel the Adopter(s) to return the dog to NEOESR, Inc. Furthermore, NEOESR, Inc. retains the right to reclaim this dog when warranted or appropriate, as determined by the Board of Directors, due to the dog being neglected, abused, or provided with inadequate care, or due to any breach of this Agreement. The Adopter agrees to relinquish custody, control and full ownership of this dog to NEOESR, Inc. immediately, upon request, without legal writ or order if the Board of Directors determines that the situation warrants reclamation to secure the dog's health and well-being. These rights are enforceable in both law and in equity.

_____ 7. **Liquidated Damages**. Adopter(s) agree(s) to pay the NEOESR, Inc. the sum of $500.00 as liquidated damages in the event that the terms of this contract are breached. Such damages are agreed to for the purpose of establishing the value of the dog and a fraction of the expenditures by NEOESR, Inc. to care for the dog. The Adopter(s) understand(s) that NEOESR, Inc. may seek the return of the dog by judicial process or any other legal means.

_____ 8. **Attorney Fees and Costs.** Should it become necessary for NEOESR, Inc. to bring a legal action against the Adopter(s) in the state of adoption to recover the adopted dog or otherwise enforce the provisions of this Agreement, the undersigned Adopter(s) agree(s) to pay any and all associated court

costs and fees, reasonable attorney's fees and all other costs associated with or related to NEOESR, Inc.'s efforts to reclaim the dog.

NEOESR, Inc., AND ITS REPRESENTATIVES MAKE NO GUARANTEE, WHATSOEVER, AS TO THIS DOG'S MEDICAL HEALTH OR TEMPERAMENT, AND ACCEPT NO RESPONSIBILITY FOR ANY DAMAGE OR INJURY THIS DOG MAY CAUSE TO PERSON OR PROPERTY, FROM THE TIME OF THIS ADOPTION, UNTIL THE END OF TIME.

We / I, _____ , _____ , the Adopter(s) affirm that we / I adopt this dog as a companion animal and we / I agree to abide by the all of the specific terms and conditions set forth in this Agreement. We /1 have read and assert that we / I understand each and every clause contained in this Agreement. We / I affirm that we / I have never been charged with animal cruelty, and we / I declare that we / I do not operate as an animal dealer or broker.

In the execution of this Release and Indemnity Agreement, the Adopter(s) hereby declare(s): that no representations, guarantees or warranties about the nature, behavior or temperament of this dog, or any representations regarding the nature and extent of legal liability or financial responsibility have induced the Adopter(s) to enter into this agreement.

The UNDERSIGNED understands that the parties hereby released admit no liability of any sort by reason of the said adoption and that said payment is made to terminate further controversy respecting any and all claims for damages that said Adopter(s) have heretofore asserted or might personally or through personal representative hereafter assert because of said adoption.

_____ _____

NEOESR, Inc. Representative Signature Date

_____ _____

Adopter Name (print) Adopter Name (print)

_____ _____

Adopter Signature Adopter Signature

_____

Adopter address (town, state)

_____ _____

Adopter Phone(s) Adopter Email