

Metropolitan Maltese Rescue
ADOPTION AGREEMENT

<i>Adopter Information</i>	<i>Description of Dog</i>
Name:	Name:
Street Address:	Approximate Age:
City, State, Zip:	Gender:
Phone:	I.D. #
E-Mail	

In consideration of receiving the dog described above from Metropolitan Maltese Rescue (“MMR”), the above-identified and undersigned Adopter agrees to be bound by the following terms and conditions:

1. Adopter will provide, all at his or her own expense, proper and sufficient food, water, shelter, kind treatment and proper medical care for the dog at all times. Adopter will not leave the dog unsupervised outdoors, and Adopter shall comply with all city, state, and federal laws relating to animals, including “leash laws”.
2. If, for any reason, this adoption is not satisfactory to the Adopter, or if the Adopter fails to comply with the terms of this Agreement at any time during the life of the dog, the dog must be returned to MMR. The dog may not be given away or sold without the written approval of MMR, nor may it be surrendered to a shelter or pound.
3. Adopter will keep the dog as an in-home companion and not as an outdoor yard dog. Adopter will not allow the dog to be used for medical or other experimental purposes or for business purposes.
4. All dogs require training or housebreaking to prevent chewing and permit adjustment to family and other pets. Adopter accepts full responsibility to provide proper and humane training.
5. If the dog is lost or stolen, the Adopter will notify MMR immediately. Adopter will keep identification tags on the dog.
6. Adopter is fully aware that MMR makes no representations or guarantees whatsoever as to the health, temperament, mental disposition and training of the dog. The Adopter takes the dog “as is.”
7. In certain cases, when MMR has information that the dog has aggression issues and might have a tendency to growl, nip or bite, MMR will so advise the Adopter, and Adopter hereby agrees to work with a professional trainer and/or to employ a program of behavior modification with the goal of making the dog into a cooperative household pet.
8. Adopter will allow any investigator for MMR to inspect the dog and his/her living environment and to take photographs and videotapes of the dog in his/her living environment and to remove the dog if the investigator in his or her sole discretion is not satisfied with the conditions under which the dog is being kept or believes the conditions of this agreement are being violated. Adopter waives all claims for trespass or damage.
9. Adopter hereby fully and completely releases MMR, its agents, officers directors and volunteers from any defects or illness the dog may have or develop and fully and completely releases MMR from any claim, cause of action or liability for any injury or damage to persons or property which may result from having the dog, including, but not limited to, the consequences of adopting a dog with aggression issues referred to in ¶ 7 above. Adopter shall indemnify and hold MMR harmless against all claims, causes of action and liability including, but not limited to, those asserted by third persons, for any injury or damage to persons or property caused by the dog.
10. If Adopter has other pets at home, Adopter attests that all of Adopter’s animals are current on their vaccinations. Adopter fully and completely releases MMR, its agents, officers and volunteers from any claim, cause of action or liability for any illness Adopter’s other animals might develop, even if said illness might have been procured from the dog adopted from MMR.
11. In the event Adopter returns the dog to MMR for any reason, Adopter will at no time assert any claim or demand against MMR for any charges [costs?] which might have been incurred in connection with the dog.
12. In the event that any action, suit or proceeding arises out of the Adopter’s actions or this agreement, the Adopter & MMR hereby waive any right he, she and it would otherwise have to a jury trial.
13. Adopter agrees to pay and reimburse MMR for any and all legal fees and court costs it incurs in enforcing the terms and conditions of this agreement.
14. This agreement shall be governed by the laws of the State of New York without reference to its conflict of law rules and its borrowing statute, N.Y.C.P.L.R. § 202..

15. In the event that any term, provision or paragraph of this agreement is or is declared illegal, void or unenforceable, this shall not affect or impair the other terms, provisions, or paragraphs of this agreement. The doctrine of severability shall be applied.

I have read this adoption agreement and fully understand it and agree to be bound by its terms and conditions.

Date: _____

Adopter's signature _____

Metropolitan Maltese Rescue signature _____

Printed Name of Metropolitan Maltese Rescue signer _____