



# Animal Adoption Contract eSignature

Chesapeake Bay Retriever Relief and Rescue

## Animal Adoption Contract eSignature

Chesapeake Bay Retriever Relief & Rescue, Inc.

<http://www.cbrrescue.org/>

1. **LIABILITY:** By signing this contract the Adopter agrees that, upon the adoption of **ID:** ("Adopted Dog"), Chesapeake Bay Retriever Relief & Rescue (CBRR&R) retains no responsibility for the Adopted Dog. The dog is being adopted "as is" and may have negative behaviors, health and/or past history. No assurances or representations of future health and/or disposition are conveyed by this contract.
2. **CARE:** The Adopter agrees that the adoption of a companion animal conveys with it a responsibility to care for the well-being of the animal for the duration of its life. This includes providing adequate food, water, shelter, health care and appropriate training and affection. CBRR&R retains the right to conduct follow-ups on the animal, including telephone calls and/or in-home visits. The animal must be maintained in accordance with the licensing and other laws of the community in which it resides and be provided with routine and emergency veterinary care as required.
3. **RETURN:** If the Adopter for any reason cannot retain the animal, CBRR&R retains the Right of First Refusal. If accepted by CBRR&R the Adopted Dog must be returned with copies of all inoculation and other pertinent veterinary documents. It is the Adopter's responsibility to give CBRR&R at least one week's notice prior to physically returning the Adopted Dog in order to identify alternative placement/foster options. If the Adopted Dog is returned within the one-week notice period, the Adopter agrees to pay CBRR&R \$15 a day for the animal's care, from the day of return up to the last day of the one-week notification period.
4. **RESERVATION OF RIGHT TO RECLAIM:** CBRR&R reserves the right to reclaim Adopted Dog within thirty (30) days from the date the Adoption Contract is executed. Adopter agrees to surrender Adopted Dog to an authorized CBRR&R representative within 24 hours of being notified of CBRR&R's election to enforce this provision, absent a mutual agreement between Adopter and CBRR&R providing for a longer period. All adoption fees paid in exchange for Adopted Dog will be returned to Adopter.
5. **DISPUTE RESOLUTION:** In the event the Parties are unable to resolve a dispute between them through either negotiations or mediation, either Party may then resolve any and all claims, controversies, breaches or disputes by or between the parties hereto arising out of or related to this Agreement by binding arbitration in accordance with the arbitration rules of the American Arbitration Association currently in effect. The award rendered by the arbitrator or arbitrators shall be final and judgment may be

entered upon it in accordance with applicable law in any court having jurisdiction thereof.

NOTICE: BY SELECTING "AGREE" BELOW THE PARTIES ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL, DISCOVERY AND APPEAL. THE PARTIES' AGREEMENT TO ARBITRATION IS VOLUNTARY.  
AGREE DISAGREE

6. GOVERNING LAW AND VENUE: This Agreement is governed by and construed in accordance with the laws of the State of Texas . Venue for purposes of any actions brought in connection with or arising out of this Agreement will be conclusively presumed to be in the State of Texas .

7. LIQUIDATED DAMAGES: Adopter agrees to pay CBRR&R the sum of \$500.00 as liquidated damages in the event the terms of this contract are breached; this liquidated damage value is agreed to for the purpose of establishing value of the animal as the cost is difficult, if not impossible to ascertain. Payment of this sum does not bar CBRR&R from seeking return of the Adopted Dog by a judicial process or other legal means.

8. SEVERABILITY: If any part of this contract is deemed invalid, that shall not affect the validity of any other section of this Agreement and the remainder of Agreement will continue to be upheld.

9. ADOPTION FEE : An adoption fee is assigned as part of this contract and is payable by link provided in contract. for adoption of Adopted Dog. If Adopter choses to send a paper check and the Adopter's check cannot be cashed as a result of insufficient funds, there will be a \$30 charge; such check return can result in CBRR&R's reclaiming of Adopted Dog.

10. **Addendum Language Included.** ( ) If "Yes", the "ANIMAL ADOPTION AGREEMENT - ADDENDUM - DISCLOSURES" section below and all language is incorporated in this Agreement.

**Add Hold Harmless & Assumption of Risk language**

**Adopter:**

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**Signature**

Name:

Address:

Phone: Email:

Witness: Email: