

Austin German Shepherd Dog Rescue
ADOPTION AGREEMENT AND RELEASE
A Two (2) Page Document with Informational Attachment
AGSDR, P.O. Box 339, Manor, Texas, 78653

WHEREAS, The Austin German Shepherd Dog Rescue (AGSDR), in consideration of the sum of \$_____, the receipt of which is hereby acknowledged, fully assigns and releases to the undersigned individual (Assignee) the ownership of, and full responsibility and liability for, the following canine personal property:

_____ A German Shepherd Dog (canine) known informally as _____.
Color/Description _____.
Approximate Age _____ Other _____ MC# _____.

_____ A Mixed-Breed Dog (canine) known informally as _____.
Color/Description _____.
Approximate Age _____ Other _____ MC# _____.

Assignee Identification:

Name: _____

Address: _____

Telephone: (W) _____ (H) _____ (M) _____

TX DL: _____ Exp: _____ email: _____

WHEREAS, THE ASSIGNEE EXPRESSLY RELEASES AND COVENANTS TO HOLD HARMLESS AGSDR, it's officers, volunteers, and representatives, as well as their heirs and legal representatives, from ALL CLAIMS he/she ever had, or now has, or may have, involving or related in any way to the canine personal property described above. In addition, Assignee, with the intention of binding himself/herself, his/her spouse, heirs, legal representatives, and assigns, EXPRESSLY RELEASES AND DISCHARGES AGSDR, it's officers, volunteers, and representatives, as well as their heirs and legal representatives, from all claims, demands, actions, judgments, and executions that Assignee ever had, or now has, or may have, known or unknown, against AGSDR, it's officers, volunteers, and representatives in any capacity, as well as their heirs and legal representatives, created by or arising out of said claim. _____ Init.

I, _____, warrant that I understand and agree to accept and abide by the following restrictions as a condition making this contract and of accepting assignment from AGSDR of the canine personal property (hereafter referred to as the "dog") described above.

- 1.) **Non-Breeding:** If the dog has not been spayed/neutered at the time of adoption, I agree to have this dog spayed/neutered by (date) _____ [within 30 days post adoption]. I will provide AGSDR with written evidence of this surgery within ten (10) days after it is performed. Spay/Neuter deposit collected \$_____. I agree. _____ Init.

**A. Sterilization of the animal is required under Chapter 828,
Health and Safety Code, and any violation of this chapter is a
criminal offense punishable as a Class C misdemeanor.**

- 2.) **Health:** I agree that the dog will be placed on an inoculation program as prescribed by a licensed veterinarian in order to assure and maintain the health of the dog. The dog will receive rabies vaccination and be licensed in accordance with state and local ordinances and will wear an identification tag at all times. I agree that the dog will be tested for heartworms annually, and for the duration of the

dogs lifetime it will be maintained on a heartworm preventative program as prescribed by a licensed veterinarian. _____ Init.

- 3.) Care: I agree to accept full responsibility for maintenance and care for this dog including but not limited to adequate and nourishing food, daily fresh clean water, regular grooming, sanitary living conditions, exercise, positive interaction, safety, humane treatment, and shelter from all of the elements. I agree to never allow this dog to be chained or tied outdoors to any anchoring point for any length of time. I agree to never allow this dog to be involved in any altercation with another animal. _____ Init.
- 4.) Return: In order to prevent this dog from being transferred to a series of owners, and placed beyond the ability of Austin German Shepherd Rescue to intervene if the dog needs future help to prevent neglect and/or abuse, the Assignee **MAY NOT TRANSFER** ownership or permanent possession of this dog for any reason without first allowing AGSDR the right of first refusal to, at AGSDR's choice, either reclaim the dog or approve the ownership change. The Assignee agrees that he/she will give AGSDR thirty days to exercise its right of first refusal, per written notice to the address on page 1 of this contract. Should AGSDR choose to reclaim the dog, **the Assignee agrees to transport the dog, at the Assignee's expense, to an AGSDR volunteer in Austin, Texas.** I understand this provision. _____ Init.
- 5.) Repossession: **Failure of the Assignee to abide by the terms and conditions of this contract shall automatically result in awarding AGSDR the legal right to repossess and own this dog, and to recover from the Assignee, his/her heirs or legal representatives, the costs, expenses and attorneys fees associated with the repossession.** I understand this provision. _____ Init.
- 6.) Non-refundable Consideration: I agree that the sum of money exchanged as partial consideration for the assignment of this dog (\$ _____) is **NOT REFUNDABLE**, under **ANY circumstances**, for **ANY reason** whatsoever, even if the dog is returned to AGSDR. _____ Init.
- 7.) DISCLAIMER OF WARRANTY: I understand that AGSDR makes **NO** guarantees, warranties or representations **WHATSOEVER** as to the **age, health, temperament, lineage, habits, behavior or any other aspect of this dog. This dog is transferred in an "AS IS" condition.** AGSDR expressly disclaims any warranty, **implied or express**, including but not limited to any warranty of merchantability and warranty of fitness for any purpose. Assignee accepts **AT HIS/HER OWN RISK**, this dog, and accepts all legal liability of ownership, and releases Austin German Shepherd Rescue and its representatives of any liability related to this dog. _____ Init.
- 8.) DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations under this Note.
- 9.) CONSTRUCTION. If any part of this Agreement is declared invalid, illegal, or inoperative for any reason, the remaining parts shall remain effective and fully operative, and any Court so interpreting this Agreement and any provision in it is urged to construe intent of the parties accordingly. This Agreement shall be governed, construed and interpreted by, through, and under the Laws of the State of Texas.

Assignee Signature

Printed Name

Date

AGSDR Volunteer Signature

Printed Name

Date

Austin German Shepherd Dog Rescue - Courtesy Information for Dog Owners

AGSDR, and the dogs, owe an unending debt of gratitude to you.

Life is precious, and your adoption allows the continuation of life for a lucky dog.

AGSDR understands that dog ownership isn't "easy", but it is imperative that you maintain proper control and containment of your dog. Due to the passing of HB 1355 (known as **Lillian's Law**) by your elected representatives in the Texas Legislature (effective September 1, 2007), both you and your dog can be heavily penalized if your dog misbehaves.

The new law provides for a **3rd degree felony penalty for you** (up to 10 years in jail + fine) if your dog seriously bites a person while your dog is OFF your property and OFF leash. The law provides for a **2nd degree felony penalty for you** (up to 20 years in jail + fine) if your dog kills a person while your dog is OFF your property and OFF leash. The law allows **a euthanasia (death) penalty for the dog.** Will these penalties be enforced? Yes. Harris County saw the first attempt to enforce this new law in October, 2007. As of March, 2008, charges have been filed in other jurisdictions as well.

Please feel free to review the full text of the law at the Texas State Capitol website.

<http://www.capitol.state.tx.us/BillLookup/Text.aspx?LegSess=80R&Bill=HB1355>

So, the control and containment guidelines below are recommended for the following reasons:

1. Enhanced comfort level for the public with your dog.
2. Enhanced protection for you.
3. Enhanced protection for your dog.

Please follow these simple guidelines for **control and containment** of your new dog:

1. **LEASH - While off your property, your dog should be securely leashed, or contained in a securely fastened crate, at all times without exception.** This includes dog parks, green spaces, pet-friendly stores, and all other public and private property not directly owned or leased by you. Maintain control of your dog.
2. **COLLAR - While off your property, if not securely crated, your dog should be leashed to a Martingale collar, worn in addition to their daily flat collar with tags.** Maintain control of your dog.
3. **HANDLER - While off your property, your dog should be handled only by an adult who is capable of maintaining control of the dog. While off-property, your dog should NOT be in the custody or control of any minor (person under the age of 18) at any time, unless the dog is securely crated.** Maintain control of your dog.
4. **CONTAINMENT - While on your property, your dog should be properly and securely contained at all times, so that it does not escape from the property.** Some dogs are athletic and jump fences, some dogs are bored and dig under fences, some dogs are excitable and break through old/rotted fence slats. Maintain containment of your dog.

Some suggestions and ideas regarding proper, humane containment are:

- a. **keeping the dog inside the house, allowing it outdoors, (even in a fenced area) only under direct supervision. It is your companion, it should be with you, and supervised. This is the BEST solution;**
- b. burying bricks, garden pavers, or chicken wire along the base of the fence line to discourage digging;
- c. extending fences which are shorter than 6 feet to discourage leaping;
- d. keeping house-to-yard doggy doors closed and allowing outside access only under supervision;
- e. inexpensive hook-and-eye latches be placed on the inside of your fence gate at the bottom, in addition to the standard hardware, to keep inquisitive youngsters OUT and your dog IN.
- f. replacing old and rotted fence slats.
- g. tethering/chaining is NOT the answer – see the new Texas anti-tethering law (eff. 9/1/2007) for details.

With every tail wag that isn't stopped, every bark that isn't silenced, and every canine expression of hope and happiness that isn't wiped away, you are thanked for your time, patience, understanding, compassion, and love for your new German Shepherd Dog.

Sincerely,

Austin German Shepherd Dog Rescue
Officers and Board Members
www.AustinGermanShepherdRescue.org