

CAIRN RESCUE USA
ADOPTION CONTRACT FOR RESCUE CAIRN

Adoption Contract, entered into as of _____, 2009, by and between **CAIRN RESCUE USA**, a New York not-for-profit corporation (“**CRUSA**”) and **[NAME OF ADOPTERS]**, each a natural person over the age of 18 years (the “**New Owners**”).

For purposes of this contract, “**Rescue**” means the dog identified below:

Dog’s Name:
CRUSA Dog Number: **9XXX**
Breed: **CAIRN TERRIER**
Sex: **MALE FEMALE**
Color: **WHEATEN RED DARK BLACK BRINDLE**
Age:
Date of Birth:
Spayed/Neutered? **YES**
Date of Spay/Neuter (if known):

In consideration of CRUSA agreeing to place the Rescue with the New Owners for permanent adoption, each of the New Owners hereby covenants and agrees as follows:

1. The New Owners agree to provide the Rescue with a good and safe home, quality food, clean water, all necessary veterinary care, love and companionship. Without limiting the generality of the foregoing, the New Owners agree to have the Rescue examined annually by a licensed veterinarian; keep the Rescue current on its rabies inoculation; keep its teeth clean; unless living in a state where heartworm is not prevalent such as California, Oregon and Washington, give the Rescue a monthly heartworm preventive and have the Rescue tested for heartworm every 2 years if the heartworm preventive is given year round or every year if it is discontinued in the winter months; and procure such other veterinary care as is needed by the Rescue in the event of illness or injury.

2. The New Owners agree that the Rescue is to be an indoor dog and live in the house and will not be kept "outside" except for reasonable periods of time (play, potty, exercise, etc.).

3. The New Owners understand that Cairns were bred to chase prey and cannot be trusted off lead as they may be lost or killed by a car if allowed to run loose. Accordingly, the New Owners agree to keep the Rescue either inside the house, confined by fencing when outside the house (but not electronic or invisible fencing), or on leash or lead when outside the house and not so confined. The New Owners acknowledge having been informed by CRUSA that it does not adopt dogs to families that intend to walk their dog off leash or lead in unconfined areas, and that in agreeing to place the Rescue with the New Owners, CRUSA has relied on the New Owners’ promise not to do so. The New Owners also agree to cause the Rescue to wear an identification tag at all times which includes the New Owners’ name and telephone number.

4. The New Owners agree to comply with all applicable local, state and federal laws and regulations relating or pertaining to the care and treatment of canines and dog ownership, and keep the Rescue appropriately licensed.

5. If the New Owners cannot keep the Rescue or provide it appropriate care for any reason, the New Owners must immediately contact CRUSA and return the Rescue to a CRUSA foster home or rescue representative as directed by CRUSA. The New Owners agree to give CRUSA a minimum of 15 days to take physical possession of the Rescue.

6. The New Owners agree that they cannot sell, give or surrender the Rescue to a shelter, dealer, laboratory, or business nor advertise the rescue on Craigslist, a newspaper or other media as a free-to-a-good-home animal. The New Owners also agree to never subject the Rescue to any biological or chemical experiment or other experimental program and to not use the Rescue for breeding or fighting. If the New Owners breach any provision of this paragraph 6, (a) the New Owners shall pay CRUSA \$600 as liquidated damages and reimburse CRUSA for any legal fees and expenses incurred in enforcing and/or collecting such payment, and (b) all title and interest to the Rescue shall automatically revert back to CRUSA.

7. The New Owners have been advised by CRUSA of the dangers of using electronic or invisible fencing to confine a Cairn and agree not to use such fencing to confine the Rescue. The New Owners have also been advised by CRUSA that choke collars can easily become caught on a fence or other obstacle, resulting in a dog that is marooned or strangled and in small dogs like Cairns can also put pressure on their trachea and result in a collapsing trachea. The New Owners agree not to use a choke collar on the Rescue and to use positive reinforcement only for training it.

8. If the New Owners decide to rehome the Rescue in the future with a family member or friend because of a change in health, lifestyle or for any other reason, (a) the New Owners must inform the transferee of the existence of this Contract, (b) the New Owners and the transferee must complete and sign the Transfer of Ownership attached to this Contract and mail a copy of it to CRUSA, and (c) the New Owners must give a copy of this Contract to the transferee at the time that the New Owners deliver possession of the Rescue to the transferee. Notwithstanding the foregoing, the transfer of the Rescue to a person convicted of animal cruelty, neglect, abuse, or abandonment by a court of law or other appropriate governmental authority is hereby prohibited and shall be void and null from the beginning. Unless the Rescue is rehomed in compliance with the provisions of this paragraph 8, the New Owners will remain liable to CRUSA for the payment of the liquidated damages and legal fees and expenses stipulated in paragraph 6 in the event that the transferee violates any of the provisions of paragraph 6.

9. The New Owners acknowledge and agree that all title and interest to the Rescue will automatically revert back to CRUSA in the event that the New Owners (a) breach paragraphs 7 or 19 of this Contract, (b) materially breach paragraph 2 of this Contract, (c) rehome the Rescue with, or attempt to transfer or assign the Rescue to a person convicted of animal cruelty, neglect abuse or abandonment by a court of law or other appropriate governmental authority, (d) commit an act against the Rescue constituting animal cruelty, neglect, abuse or abandonment under the laws applicable to the New Owners, or (e) leave the Rescue unattended and without any human caretaker for more than 3 consecutive days.

10. The New Owners acknowledge and agree that CRUSA is not selling the Rescue (whether for its own account or for the account(s) of any third parties) and that any donation given to CRUSA is a voluntary contribution towards CRUSA's charitable work of rescuing, rehabilitating and rehoming Cairns. Consequently, if the Rescue is returned for any reason (including pursuant to paragraph 11 below), the voluntary contribution made to CRUSA will not be refunded unless prior written arrangements have been made with CRUSA. Notwithstanding

the foregoing, if the New Owners shall have returned the Rescue to CRUSA in compliance with the terms of this Contract due to its health or temperament, to a household member being allergic to the Rescue, or to the Rescue and other pets in the household not getting along, and if the New Owners still desire to adopt a rescue Cairn Terrier, the New Owners shall have the option of continuing to work with the CRUSA Placement Director for their region to find another more suitable rescue Cairn to adopt, and if one is so found and the New Owners decide to adopt it prior to the one year anniversary of this Contract, then the adoption donation paid hereunder will be credited against any donation that would apply to such new adoption. In no event however may the excess, if any, be refunded.

11. The New Owners understand that the health of the Rescue is not guaranteed and that CRUSA is not responsible for any defect the Rescue may have or develop. The New Owners accept the Rescue "as is". Notwithstanding the foregoing, the New Owners shall be entitled to return the Rescue to CRUSA if dissatisfied with its health.

12. The New Owners acknowledge and agree that the Rescue's background may or may not be known and that although CRUSA (through its officers, directors, representatives, and volunteers) has evaluated the Rescue's behavior to the best of its ability, it cannot and does not make any representation with respect to the Rescue's temperament. The New Owners agree to exercise prudence and caution when introducing the Rescue to a new situation and people, particularly children under the age of 7 years, until such time as the Rescue has become fully adjusted to its environment and the New Owners have had an opportunity to become familiar with the Rescue's personality. The New Owners acknowledge having been advised by CRUSA that all dogs have the potential to bite and that Cairns as a breed are not very tolerant of being mishandled by children and will defend themselves, and hence must be supervised at all times when interacting with young children. The New Owners agree that neither CRUSA nor any of its officers, directors, representatives, or volunteers shall be held responsible should the Rescue prove to be dangerous to any other animals, humans or possessions. The New Owners further agree to hold CRUSA, its officers, directors, representatives, and volunteers harmless against any liability for any losses or damages to persons or property that may be caused by the Rescue.

13. If the Rescue was shipped to the New Owners on an airplane, or by any other method of transportation requiring a crate/kennel, the New Owners agree to immediately return the crate/kennel to CRUSA or reimburse CRUSA for its fair market value, not to exceed \$45. Any shipping costs associated with the shipment of the Rescue to the New Owners and/or with the return of the crate/kennel to CRUSA shall be paid by the New Owners unless other arrangements have been previously made with CRUSA. If the New Owners picked up the Rescue at a CRUSA Foster Home that is over 80 miles away from their home, the New Owners agree to drive the Rescue back to such Foster Home or otherwise arrange for the Rescue to be transported at their cost to such Foster Home in the event that the New Owners return the Rescue to CRUSA as permitted or required by this Contract.

14. All notices to CRUSA shall be given in writing at the following address:

Cairn Rescue USA
F.D.R. Station, P.O. Box 6798
New York, NY 10150-6798
Email: CairnRescueUSA@gmail.com

All notices to the New Owners shall be given in writing at the address specified in the signature page. If a party changes its address for notices, it will promptly notify the other party of such change and provide it with its updated address.

15. To help the Rescue adjust to its adoptive home, the New Owners should provide a crate of suitable size for the Rescue (e.g. 27L 20W 19H which is the size of the Varikennel 200 and the Pet Porter Medium sold at Walmart). The crate is to be used by the Rescue as a den, for time-alone, for feeding in multiple dog households, for car and air travel, for sleeping, as a housetraining tool, etc. It should not be used, however, to confine the Rescue during the day for extended periods of time while the New Owners are at work; if such confinement is necessary, an exercise pen or a baby-gated area should be used instead. If no longer in use, it is recommended that the New Owners nonetheless maintain the crate in the event that an emergency forces them to evacuate their home, as most shelters and hotels will not allow uncrated dogs to be brought in.

16. This Contract and the covenants, agreements, rights and obligations of the parties contained in it shall inure to the benefit of, and be binding upon, CRUSA, the New Owners, and their respective successors, assigns and transferees. For the avoidance of doubt, this Contract is binding on any person to whom the Rescue may be transferred in the future. This Contract embodies the entire agreement and understanding of the New Owners and CRUSA in respect of the Rescue and there are no agreements, representations, warranties or covenants other than those expressly set forth herein. Any modification or amendment to this Contract must be in writing and except for a Transfer of Ownership Agreement, must be signed by all parties to this Contract to be binding. A Transfer of Ownership Agreement need only be signed by the transferor and transferee and received by CRUSA to be binding.

17. This Contract is governed by the laws of the State of New York, without regard to conflict of laws principles, and the parties agree that the state and/or federal courts sitting in New York County, New York will have exclusive jurisdiction over any dispute between the New Owners and CRUSA with respect to this Contract and/or the Rescue. For the avoidance of doubt, this provision is also binding on transferees.

18. If the Rescue has been microchipped, the New Owners agree to keep the microchip registration in CRUSA's name. CRUSA will add the New Owners as alternate contact for such registration. If the Rescue has not been microchipped and is later microchipped by the New Owners, the New Owners agree to add CRUSA as the alternate contact on the microchip registration. The phone number to be used for such purpose is [REDACTED] and the address shall be that set forth in paragraph 14 of this Contract.

19. [Intentionally Omitted].

20. As Cairn Terriers are a strong-willed breed, CRUSA recommends that the New Owners enroll the Rescue in a basic obedience course, preferably with an instructor who is familiar with the terrier personality and uses only positive reinforcement training methods, promptly following its adoption.

(signature page follows)

1. For Puppies under the age of 6 months, unless neutered at 4 months, new paragraph 19 is added:

19. The New Owners understand that it is CRUSA's policy to ensure that all its rescue dogs be spayed (if female) or neutered (if male) prior to adoptive placement. Because the Rescue is under the age of 6 months, CRUSA is placing the Rescue with the New Owners in reliance on the New Owners' promise to spay/neuter (as appropriate) the Rescue within 60 days of its 6th month birthday. Upon presentation of proof of the Rescue's spay/neuter (as applicable) by a licensed veterinarian or clinic, CRUSA shall refund the \$250 spay/neuter deposit paid by the New Owners. Failure to spay/neuter the Rescue within the specified time period shall result in the forfeiture of the \$250 deposit, unless such time period shall have been extended by CRUSA in writing. Forfeiture of the deposit amount shall be in addition to, and not in substitution of, the remedies for breach specified on paragraph 6 of this Contract.

2. For Dogs that are spayed/neutered where the Placement Director determines that obedience training should be mandatory, substitute paragraph 20:

20. The New Owners agree to enroll the Rescue in a basic obedience course, preferably with an instructor who is familiar with the terrier personality and uses only positive reinforcement training methods, as promptly as possible but in no event later than 45 days after the date of this Contract.

IN WITNESS WHEREOF, each of the undersigned has executed this Adoption Contract intending to be legally bound as of the day first written above.

Signature of New Owners:

Name:
Address:
City/ST/Zip:
Phone:
Email:

Name:
Address:
City/ST/Zip:
Phone:
Email:

BELOW TO BE COMPLETED BY A CRUSA REPRESENTATIVE:

Signature of CRUSA representative:

Name:
Title:

INOCULATIONS, TESTS & RECURRING MEDICATIONS

Vaccination/Medication	Date Last Given/Done	Next Due On
Rabies (indicate if 1 yr or 3 yr)		
DHLPP, DHPP or DA2PP (choose one)		
Bordatella (intranasal preferred)		
Heartworm Test (result)		
Heartworm Preventive (circle one): Brand/Type:	Brand: Heartgard Plus; Sentinel Given monthly on the ___ day of the month	
Flea Preventive: Brand/Type:	Brand: Frontline Plus Given monthly on the ___ day of the month	
Fecal Test (result) OR Dewormer used and date given (e.g. Drontal, Pyrantel, etc.)		
Dental Cleaning if Done:		
Microchip, if any:		
Other:		

Notes:

Bordatella if not given in prior 12 months, should be given intranasal at least 7 days prior to boarding or taking to dog park, dog daycare or other place where lots of dogs congregate.

In WA, CA and OR, heartworm is not prevalent and the New Owner may discontinue use of the heartworm preventive. However, the dog should still be tested annually since a large number of Katrina dogs were transported to these states and were HW positive.

Whenever possible, give the rabies vaccine separately from the Parvo-Distemper combo shot.

After its third parvo-distemper adult vaccine, consider giving this vaccine every 3 years to avoid over-vaccinating your dog. Do take him for an annual checkup.

DONATION AMOUNT

- **New Owners:** please return one signed copy of the Contract to the CRUSA representative together with your donation check and keep one signed copy of the Contract for your records. Checks should be made payable to Cairn Rescue USA.
- **CRUSA Representative:** please mail signed contract and check(s) to CRUSA, at the address provided for notices under Section 14 of the Contract.

	Amount due to CRUSA	Fair Market Value Received	% or amount that you can deduct as a charitable donation for income tax purposes
Adoption Donation (See chart below for amounts to fill in)	\$	\$	\$
Pediatric Neuter (\$50) (<i>applies only for puppies under 6 months for which CRUSA procured a pediatric neuter while the dog was in foster care – if not applicable write N/A</i>)	\$	\$0	Full amount
Microchip Fee if applicable (\$45)	\$	\$0	Full amount
Airfare, if applicable		NA	Not tax deductible
Crate Replacement Fee, if dog is sent by air cargo (\$45)		NA	Not tax deductible
Health acclimation certificate required by FAA for flying if dog is sent by air cargo (\$45)		NA	Not tax deductible
Land Transport Fee (\$0.20 cents per mile over 60 miles)			
\$250 Spay/Neuter Refundable Deposit if Rescue is an unaltered dog under 6 months- (refundable upon receipt of spay/neuter certificate)		\$0	Not tax deductible (fully refundable)
Optional: Discounted 1 year membership in CRUSA at Toto Level (\$20 instead of regular \$25) <i>Note: Memberships are personal (i.e. one per person), however the discount applies to any and all memberships that you purchase for yourself and for additional family members at the time that you adopt your CRUSA dog and remains in effect for 30 days thereafter. All members must be over 18 yo.</i>		\$0	Full amount
TOTAL			

Please note that Adoption Donations are Quid-Pro-Quo donations and as such, you may only deduct the amount of your donation that exceeds the fair market value of the dog that you are adopting from CRUSA. Below is our good faith estimate of that value, which we are required to provide to you.

Dog Category (yo = years old)	Adoption Donation	Fair Market Value of Dog	Amount of Donation that is Deductible for Income Tax Purposes
Purebred under 1 yo	\$350	\$150	\$200
Purebred under 1 yo with pediatric neuter procured by CRUSA prior to 6 months	\$400	\$150	\$250
Purebred between 1 and 3 yo	\$300	\$100	\$200
Purebred between 4 and 7 yo	\$250	\$50	\$200
Purebred between 8 and 10 yo	\$200	\$25	\$175
Mixed Breed, under 10 yo	\$150	\$25	\$125
Purebred or Mixed Breed, over 10 yo	\$125	\$25	\$100
Purebred or Mixed Breed, Special Needs	\$110	\$10	\$100
Microchip Fee if dog was microchipped by CRUSA while in foster care	\$ 45	\$ 0	\$ 45

**TRANSFER OF OWNERSHIP OF CAIRN TERRIER-
AS PERMITTED BY PARAGRAPH 8**

Name of Dog Being Transferred:	
Dog's CRUSA Number:	
Breed:	Cairn Terrier
Purebred or Mix:	
Gender: (male or female)	
Age & Birthdate (if known)	
Color:	

Person(s) transferring dog (Transferor):	Person(s) to whom dog is being transferred (Transferee):
Name:	Name:
Address:	Address:
Phone:	Phone:
Email:	Email:

This Transfer of Ownership Agreement (TOA) is entered into by and between the persons identified above as Transferor and Transferee; concerns the transfer of ownership of the Cairn Terrier dog identified above (such dog, the "Rescue"); and is required by paragraph 8 of the Adoption Contract between the Transferor and Cairn Rescue USA pursuant to which the Transferor acquired the Rescue or which was otherwise assumed by the Transferor pursuant to a prior TOA (the "Adoption Contract").

The Transferor hereby transfers all of his/her/their right, title and interest in and to the Rescue to the Transferee and the Transferee hereby accepts such transfer. The Transferee acknowledges having received a copy of the Adoption Contract from the Transferor and agrees to assume all of the rights and obligations of the Transferor under such Adoption Contract which arise after the date of this TOA and to comply with all terms that apply to the "New Owner(s)" referred to in such Adoption Contract. The parties agree that Cairn Rescue USA is a third party beneficiary of this TOA and the Transferor agrees to mail a copy of this TOA to Cairn Rescue USA at c/o Argueta, 24 Landing Lane, West Windsor, NJ 08550.

This TOA is governed by the law that governs the Adoption Contract and shall constitute a part of the Adoption Contract.

Executed as of the ____ day of _____, 20_____.

TRANSFEROR(s):

TRANFEREE(s):

By: _____

By: _____