

TIBETAN SPANIEL CLUB OF AMERICA RESCUE & HEALTH TRUST

ADOPTION PLACEMENT AGREEMENT

Adopting Party(ies) _____

Address _____

City/State/ZIP _____

Telephone (H) _____ (W) _____

Name of Tibbie _____ Sex (Sp/Neut) _____

We (I) agree to adopt this dog through TIBETAN SPANIEL CLUB OF AMERICA RESCUE & HEALTH TRUST (“the Trust”). We accept this dog “as is” without further knowledge of its nature or origins beyond the details the Trust was able to provide. We understand that the Trust is motivated solely by concern and love of the Tibetan Spaniel breed, that they are acting as good Samaritans with no clear title to rescue/placement dogs and that no TSCA member or Trustee profits from this adoption.

Representation of Adopting Party

1. We do not own or have any interest in a pet shop or boarding kennel nor are we engaged in the buying of dogs for resale.
2. We have never been convicted of cruelty to animals.
3. We are not under suspension from any purebred dog association such as AKC, TSCA, etc.
4. The representations in the Prospective Adopter Questionnaire are true and correct.

Agreements of Adopting Party

We agree to the following conditions of this placement:

1. To properly house, feed, water and care for this dog;
2. To provide regular veterinary care, including inoculations and heartworm preventatives, for this dog;
3. To exercise proper control over this dog at all times and not to permit the dog to run at large;
4. To obtain rabies tags and licenses for this dog as required by law;
5. To notify the Trust immediately if this dog is lost and to make every effort to locate the dog;
6. To indemnify and hold the Trust, and their members and representatives, harmless for any damage, harm or injury that may occur while we own this dog;
7. That placements are confidential and to make no effort to contact the previous owner;

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8. That the Trust is not responsible for inaccuracies about this dog or its records, because that information has come from a third party;
9. If not already done, to have this dog spayed/neutered in accordance with the Trust Spay/Neuter Agreement, which is expressly incorporated within;
10. To return the dog to the Trust if for any reason during the life of the dog we are unable to keep the dog, or if the placement is not mutually agreeable;
11. To never take this dog to an animal shelter, advertise it for sale nor place it “free to a good home” in any manner whatsoever;
12. To never use this dog for any type of breeding, gaming or experimental purposes;
13. To allow Trust representatives periodically to check on this dog;
14. That the Prospective Adopter Questionnaire is considered a part of this contract;
15. **That the Trust, its members and/or representatives make no representations or warranties whatsoever regarding the temperament or physical condition of any adoptive Tibetan Spaniel. This is not a sale; it is an adoptive placement. The dog is placed “as is.” All warranties, including implied warranties of merchantability and fitness for a particular purpose, where they are applicable, are hereby expressly disclaimed;** and,
16. That any breach of the representations of the Adopting Party shall permit, but not require, the Trust to reclaim the dog. The Trust reserves all other remedies available to it for any breach of this agreement by the Adopting Party.

Adoption Donation

The Trust acknowledges receipt of check (cash) in the amount of \$ _____, as a donation to the TSCA Trust.

Entire Agreement

This is the entire agreement between the parties, there being no written or verbal representations not expressly incorporated herein.

Adopting Party

Date

Additional Adopting Party, if applicable

Date

Representative,
For The Tibetan Spaniel Club of America Rescue & Health Trust

TIBETAN SPANIEL CLUB OF AMERICA RESCUE & HEALTH TRUST

The Trustees and TSCA rescue coordinators are volunteers in good standing with the Tibetan Spaniel Club of America, Inc. The coordinators attempt to match every dog it places with the most suitable home. However, the coordinators, the Trust, and the Tibetan Spaniel Club of America, Inc., make no guarantee or warrantee whatsoever regarding either the success of any placement or the health or temperament of any Tibetan Spaniel placed through the program. The placement of Tibetan Spaniels through the Trust is not a sale; no warranties, express or implied, are made whatsoever.