

**Airedale Rescue Group of South Carolina
Placement Contract**

The following contract specifies what we view as required care to provide a safe and loving home for an Airedale. Please understand that the details of the contract reflect our concern that the owner and the Airedale have a happy life together. The conditions set forth are based on years of experience and a continuing commitment to see that our rescue dogs find safe and happy PERMANENT homes. We hope you understand that considerable emotional involvement, time, and energy, as well as money, go into ensuring that these Airedales have the best possible second chance at life.

This contract, made between Airedale Rescue Group of South Carolina (hereafter referred to as ("ARG")) and:

Sarah W. Durden
1840 Watercrest Dr.
Cumming GA 30041
678-763-6242
sarah.durden1@yahoo.com

(hereinafter referred to as "Adopter"), is an agreement for the adoption of a dog (hereafter referred to as "Adoptee"), more fully described as:

Odie (fka Rusty, Buddy), 11-month-old Neutered Male Airedale Terrier, DOB 01-06-2020.

Adopter and ARG agree that

- 1.The Adoptee is a unique form of property, in that it is a live animal in need of daily care by the Adopter.
- 2.The laws of the State of South Carolina shall apply to this contract, even if the Adoptee is removed from the state.

3. CURRENT ADOPTEE CONDITIONS:

- a. . The Adoptee is **spayed/neutered**.
- b. The Adoptee is updated on all tests and recommended vaccinations. See the Airedale's medical records, previously provided..

4. FINANCIAL AND RELINQUISHMENT INFORMATION

a. ARG will deliver the Adoptee to the Adopter upon receipt of an adoption fee to ARG of **\$400.00** and execution of this agreement. Failure to pay the adoption fee may result in a claim in small claims court or in the Adoptee being picked up by an ARG volunteer or representative.

b. Airedale Rescue Group of South Carolina is recognized as a non-profit organization by the state of South Carolina and designated as a 501(c)3 by the IRS. ARG will provide a receipt for the adoption fee for tax purposes. You are advised to consult a tax professional to determine what portion of the adoption fee may be deductible on your tax return. ARG does not give tax advice or make recommendations on deductibility.

c. The Adopter agrees that s/he will fulfill the following obligations during the natural life of the Adoptee: proper daily care and feeding, including exercise; medical care, including prevention for heartworms and other parasites; life as an inside companion with human companionship; attention to the physical and psychosocial needs of the

Adoptee. If any events arise that endanger the relationship with the dog or the life of the dog, ARG must be contacted. We will work with the Adopter and the Adoptee to reach a resolution that preserves the relationship.

d. Adopter agrees to return the dog to the nearest ARG representative if the Adopter cannot care for the dog for any reason. We can be contacted at www.airedalerescuegroup.com or info@airedalerescuegroup.com. Adopter will bring the dog to a mutually agreed-upon location to relinquish the dog. A local contact MAY pick up the dog for surrender, but it is the Adopter's responsibility to return the dog to a convenient location as determined by ARG.

5. HOUSING AND GENERAL CARE

a. To provide adequate food, water, and shelter for the Adoptee at all times.

b. To accept and treat the Adoptee as his/her HOUSEHOLD pet and companion.

c. To provide adequate grooming, which includes periodic haircuts.

d. To provide the Adoptee with a fenced yard or to keep the Adoptee **on a leash** whenever outside the confines of fenced yard.

e. To NEVER keep the Adoptee chained or tethered while unattended.

f. To NEVER leave the Adoptee outdoors when no one is home; this excludes the use of a dog door.

g. To continue to keep the vaccinations and regular heartworm preventative up to date and to periodically test for parasites and treat accordingly.

6. CONTINUING MEDICAL CARE

a. To have the Adoptee examined by a licensed veterinarian within one week after adoption to determine the general health of the Adoptee. If the Adopter is **not** satisfied with the Adoptee's condition at that time, the Adopter will return the Adoptee to ARG and the adoption fee will be refunded. If the Adopter is satisfied with the health of the Adoptee, the Adopter will assume all veterinary costs thereafter including routine yearly exams, vaccines, heartworm testing, and veterinarian-prescribed heartworm preventative.

b. To provide immediate treatment for injury or illness of a serious nature.

7. POSSESSION

a. To keep the Adoptee in the Adopter's personal possession, and to never give away, abandon, sell, or dispose of the Adoptee in any way. This includes release to family members or other rescue groups unless the adopter has made provisions for lifetime of care within their Will. Then, the Will of the Adopter will take priority.

b. To notify ARG immediately if at any time the Adopter is no longer able to keep the Adoptee for any reason or to care for the Adoptee as specified here. Arrangements will be made to return the Adoptee to ARG at a mutually agreed-to hand off point and time. Contact us at www.airedalerescuegroup.com.

c. To notify ARG immediately if the Adoptee is stolen or lost. The Adopter will make every effort to recover the Adoptee and to pay whatever redemption fee may be assessed should the Adoptee be impounded. Your Airedale is

NOT microchipped, therefore, ARG will pay for the implantation of a microchip through your veterinarian. Adopter will register and update their contact information with the microchip company, as needed.

- d. To NEVER allow the Adoptee to be used for purposes of vivisection or experiment.
- e. To NEVER allow the Adoptee to be transported in the open bed of a pickup truck or similar vehicle.
- f. To NEVER allow the Adoptee to be left in a vehicle that may become overheated, even if the windows are partially down.

8. LICENSING AND IDENTIFICATION

- a. To comply with all applicable laws relating to control and ownership of the Adoptee.
- b. To obtain, within one month, the required licenses and immediately obtain a personal identification tag bearing the Adopter's name and phone number, which is to be attached at all times to the Adoptee's collar.
- c. To keep the collar and identification on the Adoptee at all times.
- d. To use a choke chain or prong collar only when training the Adoptee and to remove the choke chain or prong collar at all other times as these collars can easily be caught on a fence or other stationary object and could result in strangling the Adoptee.

9. FOLLOW-UP

- a. To allow ARG (or its representative) to visit the Adopter's home to determine that the conditions of the placement contract are being met, to assure that the Adopter and Adoptee are happy with the adoption, to answer any questions, and to help the Adopter with any problems that may have developed.
- b. To release the Adoptee to ARG if at any time ARG finds that the Adopter has not complied with the terms of this contract, has been unable to provide adequate care, or has failed to pay for the Adoptee.

10. LIABILITY

- a. To hold ARG free from any and all liabilities arising from the Adoptee's conduct. Adopter understands that this Airedale was relinquished or abandoned and may have been rescued by ARG from a dangerous, unhealthy and/or cruel situation. This could have long-lasting effects on the dog. Adopter agrees that ARG and all ARG volunteers make no representations or warranties about the condition, behavior, personality, or temperament of the dog.
- b. To assume all responsibility for the defense of any action that may arise as a result of the Adopter's ownership of the Adoptee. If the dog is returned to ARG, the Adopter will hold ARG harmless for any actions that occurred when the Airedale was with the Adopter.

11. ADDITIONAL CONDITIONS

- a. The parties agree that they will inform each other of any change in address, primary phone number, or email within ten days of the change.

b. The parties agree that should any provision of this contract be void under South Carolina law that said void paragraph may be stricken and the remaining provisions remain in effect and are binding.

c. The parties agree that this contract is their complete agreement, and they agree to be bound by it. There are no other agreements between the parties. The parties agree that this contract is to be construed pursuant to the laws of the state of South Carolina, and that the proper venue for any action arising out of this contract is Lancaster County, State of South Carolina, and that the prevailing party in any action is entitled to recover attorney's fees.

12. Adopter _____ agrees _____ does not agree to be contacted by ARG at his/her email address with periodic newsletter regarding ARG activities.

Jackie M. Cash

December 13, 2020

SIGNATURE OF ARG REPRESENTATIVE

DATE

Sarah Burden

12/13/2020

SIGNATURE OF ADOPTOR(S)

DATE

I agree that by typing in my/our names and returning this contract via email that the contract is as legally binding as if I signed this in person.*

If paying by check, please make your check payable to **Airedale Rescue Group**, and return the contract and adoption fee to:

Barbara Yager
Airedale Rescue Group
10581 Harrisburg Road
Fort Mill SC 29707
803.547.2829
FAX: 815.301.2959
info@airedalerescuegroup.com

****If signing and returning electronically, please make your payment via credit card or PayPal at www.airedalerescuegroup.com and click on the yellow DONATE button.***