



ADOPTION CONTRACT

Texas Pit Crew, Inc. * P.O. Box 9823, Wichita Falls, TX 76308 * texaspitcrew.org

This agreement is made and between *Texas Pit Crew* and the person(s) (the “Adopter”) adopting _____ [name of dog] (the “Dog”), to be effective as of the date shown below. In consideration of the following promises, representations, covenants and conditions by Adopter, each of which is material, *Texas Pit Crew* transfers ownership and control of the Dog solely to Adopter:

_____ **ADOPTER AGREES TO KEEP THE DOG AS A PET AND FAMILY MEMBER ONLY.**

_____ **ADOPTER AGREES, AT ADOPTER’S SOLE COST, TO PROVIDE FOR THE CARE AND MAINTENANCE OF THE DOG FOR THE REMAINDER OF THE DOG’S NATURAL LIFE INCLUDING, WITHOUT LIMITATION, PROVIDING PROPER VETERINARY CARE OF THE DOG.**

_____ **ADOPTER AGREES TO LICENSE THE DOG WITHIN 10 DAYS OF THE ADOPTION.**

_____ **ADOPTER AGREES TO HAVE THE DOG SPAYED OR NEUTERED BY SIX MONTHS OF AGE, UNLESS OTHERWISE APPROVED BY TEXAS PIT CREW AND/OR RECOMMENDED BY A LICENSED VETERINARIAN FOR THE HEALTH OR SAFETY OF THE DOG.**

_____ **ADOPTER AGREES THE DOG WILL NOT BE USED FOR BREEDING FOR ANY PURPOSE.**

_____ **ADOPTER AGREES TO KEEP THE DOG INSIDE THE HOME OR IN A FENCED AREA, AND UNDERSTANDS THAT CHAINING OF DOGS IS NOT PERMITTED.**

_____ **ADOPTER AGREES TO PROVIDE THE DOG WITH: (I) SHELTER FROM HEAT, COLD, RAIN, SNOW, AND OTHER ELEMENTS, (II) FRESH FOOD AND WATER DAILY OR AS NEEDED, AND (III) PROPER VETTING.**

_____ **ADOPTER UNDERSTANDS THE FINANCIAL RESPONSIBILITY OF OWNING A COMPANION DOG AND AGREES TO SPEND THE AMOUNT OF MONEY REASONABLY NECESSARY TO CARE FOR THE DOG.**

_____ **ADOPTER UNDERSTANDS: (A) THE DOG MAY HAVE BEEN PROVIDED TO TEXAS PIT CREW FROM ANIMAL SERVICES OR THE HUMANE SOCIETY; (B) THERE IS A CHANCE THE DOG HAS BEEN EXPOSED TO ILLNESS; (C) ADOPTER IS ASSUMING THE RISK THAT THE DOG MAY BE SICK (EVEN IF THE DOG IS NOT SHOWING SIGNS OF SICKNESS); (D) IT IS RECOMMENDED THAT THE DOB BE IN QUARANTINE/ISOLATION FROM OTHER PETS FOR 10 DAYS. ADOPTER AGREES THAT ADOPTER IS SOLELY RESPONSIBLE FOR THE HEALTH AND CARE OF THE DOG AND THAT TEXAS PIT CREW WILL NOT BE HELD ACCOUNTABLE FOR ANY UNFORESEEN HEALTH PROBLEMS OF THE DOG.**

_____ **ADOPTER AGREES TO RETURN THE DOG TO TEXAS PIT CREW IN THE EVENT: (A) ADOPTER CANNOT TAKE CARE OF THE DOG; (B) ADOPTER DOES NOT WANT TO TAKE CARE OF THE DOG; (C) UNDER ANY OTHER CIRCUMSTANCES THAT PREVENTS ADOPTER FROM COMPLYING WITH THE TERMS OF THIS AGREEMENT; OR (D) UPON RECEIPT OF WRITTEN REQUEST FROM TEXAS PIT CREW.**

_____ADOPTER AGREES TO THE ADOPTION FEE OF \$165 WHICH COVERS THE COST OF SPAY/NEUTER, SHOTS, INCLUDING RABIES, AND MICROCHIP AT A VET OF OUR CHOICE. ADOPTER UNDERSTANDS THE ADOPTION FEE IS NON-REFUNDABLE AFTER A 14 DAY PERIOD.

_____ADOPTER AGREES TO PAY A \$75 REFUNDABLE DEPOSIT IF THE DOG IS NOT SPAYED/NEUTERED (THE DEPOSIT WILL BE REFUNDED ONCE PROOF HAS BEEN SUBMITTED TO TEXAS PET CREW THAT THE DOG HAS BEEN SPAYED/NEUTERED).

_____ADOPTER AGREES NOT TO HOLD TEXAS PET CREW LIABLE FOR ERRORS IN THE INFORMATION PROVIDED ABOUT THIS DOG.

_____ADOPTER IRREVOCABLY AND UNCONDITIONALLY AGREES THAT TEXAS PIT CREW HAS THE RIGHT, BUT NOT THE OBLIGATION, TO RECLAIM OF THE DOG BY TAKING POSSESSION AND CUSTODY OF THE DOG WITHOUT NOTICE TO ADOPTER IF TEXAS PIT CREW DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, THAT: (A) THE DOG IS BEING ABUSED; (B) THE DOG IS NOT BEING PROVIDED ADEQUATE CARE; (C) THE DOG IS BEING IS PLACED IN DANGEROUS CONDITIONS OR IN AN UNSAFE ENVIRONMENT; OR (D) ADOPTER HAS BREACHED THIS AGREEMENT; PROVIDED THAT TEXAS PIT CREW SHALL PROVIDE WRITTEN NOTICE TO ADOPTER WITHIN 72 HOURS OF TAKING POSSESSION OF THE DOG. NO PRIOR NOTICE IS REQUIRED BEFORE TEXAS PIT CREW MAY RECLAIM THE DOG.

_____ADOPTER AGREES TO PAY ANY AND ALL EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES, INCURRED BY TEXAS PIT CREW TO ENFORCE THIS AGREEMENT.

COMPLETE RELEASE AND INDEMNIFICATION

_____ADOPTER HEREBY FULLY, FINALLY, AND COMPLETELY RELEASES AND DISCHARGES TEXAS PIT CREW AND ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, ATTORNEYS, INSURERS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, AND DAMAGES OF EVERY KIND AND NATURE, INCLUDING BODILY INJURIES, MENTAL ANGUISH OR PROPERTY DAMAGE, WHICH ADOPTER HAS OR MAY EVER CLAIM TO HAVE, WHETHER NOW OR IN THE FUTURE, WHETHER CURRENTLY KNOWN OR UNKNOWN, WHETHER LIQUIDATED OR CONTINGENT, WHICH ARE RELATED IN ANY WAY TO THE ADOPTION OF THE DOG.

_____ADOPTER AGREES TO INDEMNIFY AND HOLD TEXAS PIT CREW AND ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, ATTORNEYS, INSURERS, SUCCESSORS, AND ASSIGNS, HARMLESS OF AND FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, AND DAMAGES OF EVERY KIND (INCLUDING ATTORNEY'S FEES AND EXPERT WITNESS FEES) INCURRED BY SAID INDEMNIFIED PERSONS ARISING FROM OR RELATED TO THE ADOPTER'S ADOPTION OF THE DOG.

I acknowledge that I have read and fully understand the terms and conditions of the foregoing adoption contract and I agree to and will comply with the same.

_____|_____|_____
ADOPTER NAME (PRINTED) SIGNATURE DATE

_____|_____|_____
TPC REP NAME (PRINTED) SIGNATURE DATE

Dog Name: _____
Amount Paid/Method/Deposit: _____
Contact Number: _____
Follow Ups: _____