GOING HOME GREYHOUNDS, INC. Adoption agreement

("GHG") and ______ ("Adopter").

WHEREAS, GHG presently owns and possesses the _____ [insert color], _____, [insert male or female] canine of the greyhound breed known by the registered name of _____, having a right ear tattoo number of _____, a left ear tattoo number of _____, and a whelp date of _____ (the "Greyhound"); and,

WHEREAS, Adopter desires to obtain ownership and possession of the Greyhound solely for use as a companion animal;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

1. Adopter shall keep the Greyhound strictly and solely as a companion animal and not for any other purpose including, but not limited to, sale, racing, fighting, medical research of any type, or any commercial purpose.

2. The Greyhound shall live inside Adopter's home and not outdoors. When Adopter is not at home, the Greyhound shall not be left outdoors. While the Greyhound is temporarily outdoors, it shall be kept in an area that is securely and completely enclosed by a fence, which fence must be at least four-feet in height, or kept on a leash held either by a responsible adult or a member of Adopter's family. The Greyhound shall not be tethered to any running line or leash that is attached to a pole, peg, tie-out, structure, tree, or otherwise. Likewise, Adopter shall provide safe and adequate boarding arrangements for the Greyhound during any period of time when the Greyhound will be left alone for more than twenty-four (24) hours.

3. Adopter shall provide the Greyhound with sufficient food and water, at least three trips outside per day so that the Greyhound can exercise and relieve itself, routine preventative veterinary care, and emergency medical attention as needed, all at Adopter's expense. Routine preventative veterinary care includes but is not limited to having the greyhound examined by a licensed veterinarian at least once a year, maintaining appropriate vaccinations and other preventive health and

dental care, including but not limited to heartworm prevention, as recommended by a licensed veterinarian. Adopter gives GHG permission to contact any veterinarian who examines or treats <u>the</u> <u>Greyhound</u> at any time to verify any routine, preventive or emergency medical care. Adopter further agrees to provide to any dogs who belong to Adopter or Adopter's household members or who otherwise reside in Adopter's household with routine preventative veterinary care.

4. If the Greyhound has not been spayed or neutered at the time this Adoption Agreement is executed, Adopter shall return the Greyhound to GHG at a mutually agreeable date and time so that the Greyhound can be spayed or neutered. GHG shall pay the costs of such surgery. Adopter shall not breed the Greyhound or use the Greyhound for stud service.

5. Adopter agrees to license the Greyhound in accordance with the laws and ordinances in force in the community in which Adopter resides and shall keep, at all times, a collar on the Greyhound with current identification and license tags, as well as the GHG identification tag.

6. Adopter agrees that he or she will treat the Greyhound in accordance with, and abide by, all federal, state, county, municipal and other laws, rules, regulations, statutes, ordinances and orders regarding the humane treatment of dogs. Adopter further agrees that he or she will take preventative measures to ensure that members of Adopter's household and others who come in contact with the Greyhound likewise abide by all federal, state, county, municipal and other laws, rules, regulations, statutes, ordinances and orders regarding the humane treatment of dogs.

7. Adopter agrees to never transport the Greyhound (or otherwise allow the Greyhound to be transported) in the rear of a pick-up truck or in any other open vehicle in which the Greyhound's safety might be at risk.

8. Adopter shall notify GHG in writing within two weeks of a change in home address or telephone number.

9. Adopter shall contact GHG as soon as reasonably possible should the Greyhound become lost or stolen, and shall contact local animal pounds, shelters and police forces and place advertisements seeking the return of the Greyhound at least twice per week for three months. Adopter shall pay any fees associated with reclaiming the Greyhound should it be impounded.

10. Adopter expressly understands and agrees that the staff of GHG is available to discuss with Adopter any questions or problems that Adopter may have or that may arise with the Greyhound and Adopter agrees to seek advice as necessary from GHG. Adopter further expressly Page 2 of 5

understands and agrees that GHG does not warrant the temperament, behavior or health of the Greyhound. In other words GHG makes no guarantees or promises regarding the Greyhound's disposition, temperament, future health and/or personality.

11. Adopter warrants that the representations Adopter has made in the Adoption Application dated ______ (a copy of which is attached hereto and incorporation herein by reference as if set forth in full) are true and correct.

12. Adopter shall transfer ownership and possession of the Greyhound to GHG if, at any time, Adopter no longer desires to, or is no longer able to, keep the Greyhound as a companion animal or otherwise comply with the terms of this Adoption Agreement. Adopter shall not give, sell or transfer the Greyhound to any other entity or individual person, family, research facility (of any type), shelter, pound or other humane shelter. Ownership and the right of possession of the Greyhound shall immediately vest in GHG upon Adopter's death. Adopter agrees to make arrangements within one month of the execution of this Adoption Agreement for a family member or friend to give notice to GHG in the event of Adopter's death. GHG shall determine, in its sole discretion, whether to place the Greyhound with a member of Adopter's family or with a new adopter.

13. Adopter's rights of ownership and possession shall cease and such rights shall immediately vest in GHG if GHG, in its sole discretion, finds that Adopter has breached any term of this Adoption Agreement or has abused, neglected, or mistreated the Greyhound or any other domestic animal living with Adopter or has made any misrepresentations or provided any incorrect information to GHG, and Adopter shall voluntarily surrender the Greyhound to GHG. If Adopter refuses to voluntarily surrender the Greyhound to GHG in violation of the Adoption Agreement, GHG shall have the right to repossess the Greyhound through legal action, and Adopter shall be liable to GHG for all costs and expenses, including reasonable attorneys' fees, incurred by GHG in pursuing such legal action.

14. Adopter expressly understands and agrees that GHG is a non-profit organization and that, in order to offset the expense and effort that GHG incurs in the acquisition and placement of greyhounds for adoption, Adopter shall donate at least \$500 to GHG upon the execution of this Adoption Agreement. Adopter further expressly understands and agrees that the donation is nonrefundable.

15. Adopter warrants that Adopter has selected the Greyhound for adoption based on Adopter's own observations and judgment, and any defects known to exist in the Greyhound and the challenges and responsibilities of owning the Greyhound as a companion animal have been disclosed to Adopter by GHG. Adopter expressly and specifically releases GHG, its servants, agents, officers, directors, volunteers and employees (if any) from any and all liability, direct, incidental, consequential or otherwise, for any damages, losses, injuries or illnesses caused by the Greyhound. Furthermore Adopter agrees to indemnify GHG against any and all claims by third parties arising out of the Greyhound's behavior and/or activities while the Greyhound is in the ownership, possession, custody and/or control of Adopter and/or any family member, friend, neighbor, agent, servant, employee, contractor and/or workman of Adopter.

16. Throughout the course of Adopter's ownership of the Greyhound, Adopter shall grant GHG periodic access to Adopter's residence, upon reasonable notice by GHG and at a mutually agreeable date and time, for the purpose of ensuring compliance with the terms of this Adoption Agreement.

17. This Adoption Agreement constitutes the entire agreement relating to the matters stated herein, there are no other agreements, covenants, promises or arrangements between GHG and Adopter -- other than the Adoption Application dated ______ (a copy of which is attached hereto and incorporated herein by reference as if set forth in full) or any written addendum entered into and signed by GHG and Adopter -- relating to the matters covered by this Adoption Agreement, the terms and conditions of this Adoption Agreement cancel and supersede any prior agreements or understandings that may have existed between GHG and Adopter with respect to any matter covered by this Adoption Agreement, no other promise or inducement has been offered to either party except as set forth here, and this Adoption Agreement is binding upon both parties, and their respective heirs, executors, administrators, successors and assigns.

18. The terms of this Agreement are severable. If any term, covenant, word, clause, phrase, sentence, paragraph or provision of this Agreement is declared to be void, illegal, invalid or unenforceable by any court of compensation, Adopter agrees that the same shall be modified to make it enforceable and/or severed from this Adoption Agreement but that, in such event, all other terms, covenants, words, clauses, phrases, sentences, paragraphs and provisions shall remain in full force and effect. Likewise, if either party to this Adoption Agreement fails to enforce a word, clause, phrase, sentence, paragraph or provision of this Agreement, that will not affect the validity or enforceability of any other provision within this Adoption Agreement.

19. This Adoption Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to principles of conflicts of laws.

20. Adopter certifies that Adopter has read all of the terms of each page of this Agreement, that Adopter understands Adopter's obligations and representations arising under this Agreement, that Adopter has been afforded ample opportunity to review the terms of this Agreement, and to seek review and advice from an attorney or other outside party and that Adopter agrees to be bound by each and every term of this Agreement. Adopter further understands and agrees that any donation Adopter made to GHG is non-refundable, even if Adopter returns the Greyhound to GHG or GHG reclaims the Greyhound under the terms of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Adoption Agreement.

Adopter	Date	
Adopter	Date	
Address		
Phone		
For Going Home Greyhounds, Inc.	Date	

Would you like to be added to our e-mail list? If yes, please print your e-mail address: