

KIWANIS CLUB OF THE FOOTHILLS, BOULDER FOUNDATION, ADOPTION AGREEMENT

Commented [J1]: The Boulder Kiwanis

THIS ADOPTION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20____, between Kiwanis Club of the Foothills, Boulder, Colorado Foundation (“Foothills Kiwanis”), and _____ (hereinafter referred to as “Adopter,” whether one or more persons).

Commented [J2]: This will be the official name – when it comes thru

WHEREAS, in order to assist those individuals with specified needs, Foothills Kiwanis does accept for placement from individuals, animal shelters, humane societies, and other persons and entities, specific dog breeds which are trained for the placement to individuals with the above referenced specific needs; and

Commented [J3]: We should specify the specific needs, and support that the dog will provide. See later comment in paragraph #17

Commented [J4]: Gives wrong impression re the source of dogs. We have no intent to use dogs other than “purchased from a reputable breeder”

WHEREAS, the Foothills Kiwanis does attempt to place such dogs where possible in suitable homes in consideration
NOW, THEREFORE, it is agreed as follows:

1. Foothills Kiwanis does agree to place for adoption the following described service dog (“Dog”) with the Adopter:

NAME OF DOG: _____ SEX _____
SPAYED/NEUTERED: _____ YES _____ NO _____
COLOR: _____ RABIES TAG NO. _____
MICROCHIP NO. _____ APPROX. AGE OF DOG _____
ORIGIN OF DOG: _____

2. The dog shall be provided to the Adopter at no cost. However, the Adopter agrees to contribute the sum of \$ _____ to defray the costs of Foothills Kiwanis.

Commented [J5]: Changed from pays to contributes

3. It is expressly understood by the parties to this Agreement that in the case of a dog which has not been voluntarily released to the Foothills Kiwanis by its owners and/or which has not been obtained from a governmentally operated or sanctioned entity which is empowered by law to transfer or otherwise dispose of such dog free and clear of any claim of ownership, that the Foothills Kiwanis cannot guarantee that it has absolute free and clear title to such dog and that no claim of ownership will ever be made against such dog

4. Deleted

5. Foothills Kiwanis agrees that this transfer of ownership is permanent and irrevocable, except as otherwise set forth in this Agreement, and that Foothills Kiwanis reserves no rights or privileges with respect to Dog. However, notwithstanding this, Foothills Kiwanis retains a strong interest in Dog’s future. Therefore, Foothills Kiwanis agrees to provide ongoing consultation and/or advice regarding Dog’s past or future training.

6. It is expressly understood that Foothills Kiwanis places the Dog with no warranty as to the physical condition or temperament of the Dog. Adopter accepts this Dog as is with all defects,

either observable or unobservable, and assumes all risk for such Dog from the date of signing of this Agreement.

7. Adopter agrees the Dog will be kept as a home companion and will share Adopter's home being given the same considerations as would a family member.

Commented [J6]: More than home & more than companion. Service dog with public access rights. Should we reference ADA1990 granting these public access rights? Further, should we certify that the dog has been tested for public access suitability??

8. Adopter will not use, nor will he/she allow the Dog to be used for any illegal purpose. Adopter agrees that the Dog will not be attack or protection trained and will not be used for guard work or in any commercial endeavor.

9. Foothills Kiwanis states that Dog has been trained and disciplined, when required, with no physical force. Adopter agrees to continue to follow this practice.

10. For the benefit of the Dog's health and its ability to perform desired tasks, Adopter agrees to maintain Dog's weight at no more than the weight specified by their registered veterinarian.

11. Adopter agrees to keep a collar with the Dog's current rabies and identification tags on it on the Dog at all times.

12. Adopter agrees to care for the Dog in a humane manner, including but not limited to providing water, premium quality food, shelter, exercise and veterinary care, including annual inoculations, for the duration of said Dog's life, all in a manner satisfactory to Foothills Kiwanis.

13. Adopter agrees to provide a fenced enclosure constructed of appropriate materials and sufficient height to contain the Dog. Adopter agrees that the Dog must be protected by being on a leash when outside a fenced enclosure. The enclosure shall be no less than 200 square feet. Under no circumstances is this Dog to be routinely tethered as a means of confinement.

Commented [J7]: Desirable, but not mandatory. Might be an apartment family. If fenced, area must be >1000 sq ft. (no dog runs!). If not fenced, adopter must demonstrate alternate exercise plan suitable to Foothills Kiwanis.

14. Adopter agrees that at no time will the Dog be transported in the open bed of a pickup truck, or left unattended in any vehicle. At no time shall Dog be allowed to visit any dog park, whether private or public.

15. Adopter agrees that the Dog will not be confined in the house when there is no one at home, except for prolonged absences such as vacation when secure and proper care will have been prearranged for the Dog.

Commented [J8]: Never unattended for more than 8 hours.

Commented [J9]: Generally, recipient would take dog along on vacation. Again ref ADA1990

16. Adopter understands, and agrees that dogs of this breed can be permanently emotionally disturbed when abandoned, or placed with strange dogs. Therefore, Adopter agrees that they will never, except for emergencies of less than 12 hours, place Dog in any public, or private, "kennel" or in any situation where he does not have continuous one-on-one care. Adopter also agrees to quickly cultivate a relationship with neighbors, friends or dog organizations (Canine Companions for Independence; for example), so that they can care for the Dog at any time the Adopter is unable to do so. In the event of failure of all of

the requirements listed herein, Adopter agrees to transport Dog to a location designated by Foothills Kiwanis, at their cost. Foothills Kiwanis agrees to care for the Dog and continue the training until such time as the Dog can be returned to the Adopter or any other individual designated by Foothills Kiwanis.

17. If for any reason Adopter is unable to keep this Dog for its entire life, Adopter must contact Foothills Kiwanis and make arrangements to return Dog to Foothills Kiwanis at Adopter's expense. Adopter agrees not to sell, give away, or dispose of the Dog in any other manner (except euthanasia for medical reasons at the advice of a licensed veterinarian) without prior consent in writing of Foothills Kiwanis.

Commented [J10]: "or no longer needs"?? Probably unenforceable, but I would like to see something like "If within 2 years, the dog's services are no longer needed (child is cured, dies, moves away, etc.), the dog will be returned to be placed in service with another child with needs."

18. Adopter agrees to two (2) home visitations by a representative of Foothills Kiwanis within the first three (3) months following the effective date of this Agreement to determine if the adoption is successful. An annual visitation thereafter will be permitted at the discretion of Foothills Kiwanis upon reasonable notice to Adopter.

19. Adopter agrees to notify Foothills Kiwanis of any change of telephone number and/or address within two weeks of such change.

20. Adopter agrees to notify Foothills Kiwanis immediately by phone in the event this Dog is lost or stolen, and at the time of its death. Foothills Kiwanis reserves the right to request and receive a veterinarian's "cause of death" statement in the event of the Dog's death.

21. Adopter assumes all responsibility for the Dog's actions after the effective date of this Agreement as first set forth herein. Adopter agrees to hold the Foothills Kiwanis and its agents, board members, and individual members harmless from any and all liability associated with any illness of the Dog, or damage or injury caused hereafter by said Dog.

22. Should Adopter breach any of the agreements contained in this Agreement, Foothills Kiwanis shall have the right to rescind this Agreement and demand return of this Dog. Should Adopter fail to return Dog, then Foothills Kiwanis may seek an Order from a Court of competent jurisdiction for the return of said Dog and liquidated damages from Adopter in the amount of \$750.00 in addition to any sum paid for this Dog pursuant to this Agreement plus attorney's fees and court costs.

23. This contract is to be governed by the laws of the State of Colorado.

24. The undersigned specifically acknowledges that his/her signature below signifies his/her authority to bind all members of the household to the terms of this agreement.

25. Unless otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective heirs, estates, next of kin, executors, administrators, and assigns of the parties.

26. This Agreement contains the entire understanding of the parties in regard to the adoption of the above-noted Dog, and there are no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein.

27.

Foothills Kiwanis cannot vouch for the temperament, health, or line of the dog, other than stated in this contract, as the dog may have been in an unusual situation and in many cases without history and may not show its true nature or health for some time after placement by Foothills Kiwanis.

Commented [J11]: Also cannot vouch for temperament, as that can change just due to new environment and handlers.

Signature of Foothills Kiwanis Representative

By: _____

Its: _____

Signature of Adopter

By: _____

Address: