

**English Cocker Spaniel Club of America, Inc.**  
**Adoption Contract**

This adoption contract (the "Agreement") is entered into by and between \_\_\_\_\_ (the "Adopter") and The English Cocker Spaniel Club of America, Inc. a 501c4 corporation (the "ECSCA") and relates to \_\_\_\_\_, a neutered/intact(\*) \_\_\_\_\_month/ year old (color)\_\_\_\_\_female/male English Cocker Spaniel/ECS mix (the "Dog") received from \_\_\_\_\_ (the "Agent") who is an agent of the ECSCA. The Dog's health and other background information are attached hereto or those facts have been otherwise disclosed to me (see Adoption Checklist). The Dog has been in foster care since \_\_\_\_\_with \_\_\_\_\_. (If this dog was shipped add: This dog was shipped to me on \_\_\_\_\_Airlines and received in good condition \_\_\_\_\_ on \_\_\_\_\_ by \_\_\_\_\_)

1. Adopter agrees to maintain the Dog as a house pet and assume all legal risks and obligations of the Dog's ownership. Adopter will care for the Dog humanely, including providing necessary and appropriate veterinary care. Adopter will keep the Dog as an inside pet, exercise it on a leash only, or under careful supervision, or inside a securely fenced area. Adopter will never leave the Dog tethered outside.

2. Adopter understands that if the Dog is used for any other purpose such as in breeding, especially for commercial purposes, medical research, or other unacceptable utilitarian activity, the Dog may be reclaimed by the ECSCA and a lawsuit filed against me to recover all expenses incurred by the ECSCA in connection with such reclamation, including but not limited to attorneys' fees and costs. In addition, a fine in the minimum amount of One Thousand Dollars (\$1,000.00.) will be assessed against Adopter.

3. (\*) All rescue dogs are neutered prior to placement unless a veterinarian declares the dog is not able to withstand such surgery at that time; in such a case this Agreement shall be amended to specify the time frame under which the Dog must be neutered. Therefore, if the Dog is still intact, Adopter promises to neuter the Dog on or before \_\_\_\_\_and leave a deposit in the amount of One Hundred Dollars (\$100.00) which will be refunded to Adopter once written confirmation of neutering in the form of a certificate from a licensed veterinarian is provided to the ECSCA.

4. A proper municipal license will be obtained for the Dog yearly.

5. The Dog has been microchipped with **AKC/CAR // AVID//** other registry \_\_\_\_\_and the microchip number is \_\_\_\_\_and is registered to \_\_\_\_\_. Adopter shall be permitted to add an additional contact, but an authorized representative of the ECSCA Rescue must remain as one of the primary contacts at all times. (If the Dog has not been microchipped, the ECSCA Rescue strongly advises that this be done and requests that English Cocker Spaniel Club of America

Rescue be listed as a contact in the name of the current ECSCA Rescue Secretary's name.

6. Adopter hereby agrees to allow (possibly unannounced) visits to Adopter's premises to assess the status of the Dog and the conditions under which he/she is being kept. If it is felt that the situation is unsafe or otherwise not in accord with this Agreement, the ECSCA has the right to reclaim the Dog and Adopter will surrender the Dog on demand and make no further claims against the ECSCA. This shall not be considered a trespass and no money shall be refunded. The ECSCA reserves the right to follow through on this adoption in order to protect the welfare of the Dog. If the terms and conditions of this Agreement are not upheld by the Adopter and/or if any misrepresentations have been made to the ECSCA, the ECSCA reserves the right to terminate this Agreement and the Adopter must surrender the Dog to the ECSCA.

7. The Dog's temperament and health have been evaluated to the best of the ECSCA's reasonable ability as English Cocker fanciers, however, all responsibility for the Dog, its behavior and any incident involving the Dog shall be that of the Adopter, upon taking possession of the Dog. In addition, the Adopter hereby indemnifies and holds harmless the ECSCA for any incident resulting in an action against the ECSCA.

8. Adopter hereby agrees to notify the ECSCA Rescue if the Dog becomes lost, is stolen or dies. If Adopter relocates or changes residences, Adopter will notify the ECSCA promptly of Adopter's new address. Adopter will notify the ECSCA if Adopter has to give the Dog up at any time. Adopter will never surrender the Dog to a pound, animal agency, etc. or another person except a member of Adopter's immediate family, (parent, adult child or sibling) without the prior consent and approval of the ECSCA Rescue program by going to [www.ecsca.org](http://www.ecsca.org) and contacting the current rescue chair.

9. Adopter hereby donates \$\_\_\_\_\_ to support the work of the ECSCA Rescue Program. The check should be made payable to "ECSCA, Inc." Please write the Dog's name in the memo space on the check plus "adoption fee." Your ECSCA Agent will mail the check to our club treasurer, Karen Spurlin at POB 760, Tracyton, WA 98393 (check number\_\_\_\_\_). No Canadian checks accepted; money orders only.

In witness whereof, the undersigned have executed this Adoption Contract this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**Adopter:**

Name \_\_\_\_\_  
(please print)

Signed \_\_\_\_\_

Date \_\_\_\_\_

Address: \_\_\_\_\_

City, state \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_

**Agent:**

Name \_\_\_\_\_

(please print)

Signed \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_

## ADOPTION CHECKLIST

Name of Dog \_\_\_\_\_

I acknowledge receipt of the following information

\_\_\_\_ veterinary records

\_\_\_\_ spay /neuter certificate

\_\_\_\_ Rabies certificate    one year        three year

\_\_\_\_ Rabies tag

\_\_\_\_ other vaccinations given  
      DHPCAV2 or equivalent

      Bordatella

      Lyme

\_\_\_\_ heartworm test

\_\_\_\_ heartworm preventive last given \_\_\_\_    Product used \_\_\_\_\_

\_\_\_\_ flea./tick preventive last applied \_\_\_\_    Product used \_\_\_\_\_

\_\_\_\_ fecal results treatments given \_\_\_\_\_

      retest due \_\_\_\_\_

\_\_\_\_ dental done

\_\_\_\_ microchip info (all blanks completed in paragraph 5)

\_\_\_\_ this dog was treated for the following/has the following medical problems :

\_\_\_\_ this dog requires treatment with the following for :

\_\_\_\_ this dog requires follow up for .....

Notes on Dog's Behavior:

Signed \_\_\_\_\_

(Adopter)

Date \_\_\_\_\_