



# CANINE ADOPTION CONTRACT

I/we Emily and Patrick Lwithly (individually and collectively the "Owner") hereby agree(s) to adopt Kelsey (name of pet) (herein referred to as the "Pet" whether named or unnamed), pursuant to the terms of this Adoption Contract (the "Contract"), from Underdog Rescue, Inc. ("Underdog Rescue").

## 1. Owner Information

- a. Name(s): Emily Lwithly Patrick Lwithly
- b. Address: 6017 Sumner Pl New Hope MN 55428  
(street) (city) (state) (zip)
- c. Telephone: (home) 952-393-9861 (E) (cell) 763-843-0698 (P)
- d. Email address: emily.lwithly@gmail.com (E) lwithly@gmail.com (P)
- e. Driver's license number: SO891675584717 State: MN
- f. Veterinarian/Clinic: Boss Lake Pet Hospital 763-535-4290  
(name) (telephone)
- g. Owner certifies that he/she is 18 years of age or older. EL PL (initial)

## 2. Description of the Pet. The Pet adopted pursuant to this Contract is:

- a. Gender: male / female
- b. Breed: Pembroke Welsh Corgi
- c. Color: Tri-Color
- d. Markings: \_\_\_\_\_
- e. Sterilized: Yes / No (sterilization certificate #: \_\_\_\_\_)
- f. Microchip implant #: \_\_\_\_\_

## 3. Vaccinations

- a. Canine Combination date: \_\_\_\_\_
- b. Canine Bordetella date: \_\_\_\_\_
- c. Rabies: Yes / No Serial #: \_\_\_\_\_ Date (1/3 yr): \_\_\_\_\_

## 4. Adoption Fee

Owner agrees to pay Underdog Rescue, upon execution of this Contract, a non-refundable adoption fee (the "Adoption Fee") in the amount of \$ 795<sup>00</sup> (this amount is inclusive of applicable state sales tax)



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Owner acknowledges that this fee is necessary for Underdog Rescue to pay administrative, veterinary, grooming and other general costs associated with the Pet, as well as other animals in Underdog Rescue's care. Owner acknowledges that the adoption fee will not be refunded under any circumstances.

5. **Details of Adoption.** Owner agrees that Owner is responsible for the control and behavior of the adopted Pet. Owner agrees that the temperament and behavior of any dog, including the Pet, is unpredictable. Owner is strongly urged to exercise prudence and patience in introducing the Pet into a new situation until the Pet has become fully adjusted to its new environment, and the Owner has become familiar with the Pet's personality. Obedience training and continued socialization is strongly recommended.
6. **Care and Protection of the Pet.** Owner is and shall be responsible for the humane care and protection of the Pet. Owner agrees to abide by all state, federal, and local laws and ordinances regarding the care and treatment of animals, as applicable to the Pet. Owner agrees that Owner will not, nor will Owner allow others to, physically or emotionally abuse the Pet.
7. **Possession and Custody of the Pet.** Owner is adopting the Pet as a pet and companion for Owner and/or Owner's family. Owner is not adopting the Pet intending to, nor will Owner, give the Pet as a gift, or under any other circumstance, to any other person. Owner shall not rehome the Pet without first contacting Underdog Rescue. Owner agrees that if at any time Owner desires to relinquish custody, for any reason, of the Pet, Owner will first contact Underdog Rescue. Underdog Rescue shall have the option of, but shall not be obligated to, reacquire the Pet before Owner pursues placement of the Pet with any other person or home. Owner shall not transfer ownership of the Pet unless Underdog Rescue elects, in writing, not to exercise this option within 14 days of the Owner's notice to Underdog Rescue of Owner's intent to relinquish custody of the Pet. If, under any circumstances, the Pet shall ever be impounded, taken in, placed with, or captured, by state or local authorities, Owner is and shall be responsible for any and all fines or other fees which must be paid to reclaim the Pet. Owner shall, within 3 days of being notified of its impoundment or placement with the authorities, pay any and all such fines and fees. Failure to reclaim the Pet in a timely fashion as stated herein, constitutes a breach of this Contract. In the event of any such breach, Underdog may, but shall not be obligated to, pay any such fines and fees as necessary to secure the Pet's release. In such event, Owner relinquishes all right, title, and ownership to the Pet. In addition, Owner shall be liable to, and shall reimburse, Underdog for any and all fines and fees paid by Underdog, pursuant hereto.
8. **Ability to Provide Suitable Diet.** Owner shall, upon request, demonstrate to Underdog Rescue's satisfaction, the ability and willingness to provide a premium diet, consisting of such food brands as Orijen, Acana, Fromm, Earthborn Holistic, Zignature, Woody's Pet Food Deli and Stella & Chewy's. Foods such as, but not limited to, grocery-store dog food (e.g., Purina, Beneful), lams, or Science Diet DO NOT constitute an acceptable diet for the Pet. Owner must also demonstrate, upon request and to Underdog Rescue's satisfaction, the ability and willingness to provide excellent veterinary/medical care, and a loving, safe, healthy environment for the Pet.
9. **Annual Checkups.** Owner agrees to obtain annual checkups for the Pet. Owner additionally agrees hereby to abide by all state and local statutes and ordinances regarding pet care and ownership including, but not limited to, rabies vaccinations.



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10. **Spaying and Neutering.** If the Pet has not been spayed or neutered prior to adoption pursuant to this Contract, and if the Pet is younger than six months old, Owner shall have the Pet spayed or neutered before the Pet attains the age of ten months. Owner's breach of this term of the Contract entitles Underdog Rescue to confiscate and reclaim the Pet. In such instance, Owner agrees that Owner will and shall, by operation of this Contract, relinquish to Underdog Rescue all right, title and ownership to the Pet.
11. **Home Visits.** At the discretion of Underdog Rescue, the home of Owner each may be visited by an employee or agent of Underdog Rescue, for the purpose of evaluating the prospective Owner's qualifications, both before and/or after the adoption. Underdog Rescue need provide no prior notice for any such visit.
12. **Liquidated Damages for Breach.** Owner acknowledges that its breach of this Contract will subject Underdog Rescue to costs and fees, including but not limited to costs associated with reclaiming and caring for the Pet. Owner agrees that its breach of any term of this Contract shall entitle Underdog Rescue to immediate payment from Owner, as liquidated damages, and not as a punitive measure, the amount of \$500.00. This shall be in addition to any other remedy available whether stated herein, at law, or in equity.
13. **Reclaiming the Pet.** If for any reason Underdog Rescue reclaims custody or ownership (whether permanent or temporary) of the Pet, Owner will and shall reimburse Underdog Rescue for any and all costs associated with the same, including but not limited to, reasonable veterinary, boarding and grooming costs.
14. **Disclaimer of Warranties.** Owner agrees that it takes the Pet "as is." Underdog Rescue makes no, and hereby disclaims all, representations or warranties regarding the future temperament or physical condition of the Pet. All warranties, including implied warranties of merchantability and fitness for a particular purpose, where they are applicable, are hereby specifically disclaimed.
15. **Indemnification.** Underdog Rescue shall not be responsible for bodily injury or property damage caused by the Pet or by the actions of the Owner. Owner hereby specifically assumes sole responsibility for, and agrees to hold and save Underdog Rescue, including its officers, members, employees, agents, and volunteers, harmless from and against, and shall indemnify Underdog Rescue for, any and all loss and expenses (including attorneys' fees) by reason of liability imposed by law upon Underdog Rescue, as the result of bodily injury to any person or persons including the Owner, and/or any damage to property caused by the Pet or arising out of or in consequence of the placement of the Pet with the Owner, howsoever such injuries, or damage to property, may be caused, whether or not the same may have been caused, or may be alleged to have been accused, by negligence of the aforementioned parties or any of their employees, agents or members, or any other person.
16. **Joint and Several Liability.** Any liability of any Owner hereunder shall be joint and several.
17. **Owner Information.** Owner hereby grants permission for Underdog Rescue to obtain information on or about Owner from any animal shelter and/or from any law enforcement agency.
18. **False Statements or Misrepresentations.** Owner hereby warrants and covenants that all statements made herein thereby are true and correct. Any false statement or misrepresentation shall be deemed material, and shall be deemed to have been made by the Owner with the intent to induce Underdog Rescue to enter into this contract. Any such false statement or misrepresentation shall constitute a breach of this Contract and shall entitle Underdog Rescue to any and all remedy as stated herein, at law or in equity.



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19. **Assignability.** This Contract shall not be assignable by Owner without the written consent of Underdog Rescue, such written consent will not be unreasonable withheld.
20. **Merger/Entire Agreement.** This Contract constitutes the entire agreement between Owner and Underdog Rescue. No statement or representation made prior to subsequent to and not contained herein shall be binding upon either party or constitute part of this Contract. This Contract may not be modified except in writing executed by both parties.
21. **Severability.** If any portion or term of this Contract shall be deemed unenforceable, the remainder of this Contract shall remain binding and in full force and effect.
22. **Choice of Law.** This Contract shall be construed pursuant to the laws of the State of Minnesota. Any dispute arising hereunder shall be venued in the district court of the county of Hennepin, Fourth Judicial District, State of Minnesota.

The parties hereto, intending that the Contract shall be binding thereupon and shall inure to the benefit of the heirs and permitted assigns thereof, have set their hands hereto on the date(s) as noted herein.

### UNDERDOG RESCUE, INC.

By: Christine Soegaard  
Its: Christine Soegaard

Date: 5/3/17

### OWNER

Patrick Loithly  
(signature)

Date: 5-1-17

Patrick Loithly  
(print name)

Emily Loithly  
(signature)

Date: 5-2-17

Emily Loithly  
(print name)

Paid: Cash      Received Initials: CS \$805 via paypal 5/3/17  
Credit Card, adoption fee plus processing fee (special exception), received verification: \_\_\_\_\_