

AMPS Adoption Contract

This agreement is made this ____ day of _____ in the year _____, by and between the ALL Miniature Pinscher Service, Inc. (AMPS), P.O. Box 253, East Andover, NH 03231, 1-888-805-AMPS (2677), by and through its representative _____, and _____, hereinafter referred to as the "Adopter." The term Adopter includes both singular and plural wherever found herein. The laws of the State of New Hampshire shall govern the interpretation of this contract.

1. RELEASE OF LIABILITY AND HOLD HARMLESS CLAUSE:

The Adopter hereby understands, promises, and agrees that in consideration of the receipt of this dog, that they and each of them forever release, discharge and covenant to hold harmless AMPS and any other person, firm, or organization charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors, and assigns from any and all claims, damages, costs, expenses, loss of services, actions, and causes of action belonging to the said Adopter, or to any other person or entity, arising out of any act or occurrence from the present time and particularly on account of the conduct, actions, adoption and/or recovery by AMPS of the dog identified in paragraph two.

2. IDENTIFICATION OF DOG:

Dog's Name: _____

AMPS Tag Number: _____

[If you don't have an AMPS tag, please contact your Regional Coordinator for details.]

Sex:

Color:

Date of Birth Approximate Age: _____

Breed: **Miniature Pinscher**

Other _____

Hereinafter referred to as "this dog" or "the dog."

3. ADOPTION DONATION:

AMPS acknowledges receipt of a total donation in the amount of \$_____ from the Adopter. AMPS represents that it has incurred veterinary and other rescue expenses specifically allocable to this dog in the amount of \$_____. Copies of receipts specifically allocable to this dog are attached hereto and incorporated herein. Adopter understands and acknowledges that the donation does not represent a fee or a sales price for the dog, but contributions to defer AMPS rescue expenses both directly and indirectly attributable to the rescue of this and other dogs.

4. MEDICAL TESTS AND PROCEDURES:

AMPS represents that the dog has had vaccinations and heartworm tests on the dates set forth below:

AMPS cannot guarantee the health of any animal. Adopter agrees that AMPS is not responsible for any medical expenses that may be incurred by Adopter on behalf of the dog.

The Adopter understands, acknowledges, and agrees that the dog either has been or must be surgically sterilized [*spayed or neutered*] unless the dog's age, health, or physical and/or emotional condition dictate that temporary or permanent delay of such surgical procedure is in the dog's best interest. Any decision regarding the existence or continued existence of such a condition will be made solely in the discretion of AMPS, after consultation with a licensed veterinarian who has seen, examined, and evaluated the dog. In addition, any decision regarding whether to spay a female dog after an intentional or accidental breeding will be solely at the discretion of AMPS, after consultation with a licensed veterinarian who has seen, examined, and evaluated the dog.

If the Adopter takes possession of the dog prior to surgical sterilization, a spay-neuter contract must be completed at the time of adoption.

5. VETERINARIAN:

Adopter represents that the dog's primary veterinarian shall be:

Name: _____

Clinic: _____

Address: _____

City & State: _____

Zip: _____

Phone: _____

Adopter agrees to notify AMPS in writing at AMPS, Inc., P.O. Box 253, East Andover, NH 03216 if the dog's primary veterinarian changes.

6. RELEASE OF INFORMATION:

Adopter understands and agrees that AMPS shall have the right to contact ANY veterinarian who has examined and/or treated the dog for the purpose of gaining information regarding any aspect of the dog's health and care, including but not limited to verifying the purchase by Adopter of heartworm preventative and/or ascertaining whether or not the dog has received heartworm tests, fecal examinations, required vaccinations and/or any other treatment as required by this contract. Adopter explicitly authorizes without further notice the release of any information regarding the treatment, training, or other interaction of the dog by or with any animal control officer, law enforcement officer, veterinarian, trainer, groomer, boarder, or any other service provider. Adopter fully and forever releases any such animal control officer, law enforcement officer, veterinarian, trainer, groomer, boarder, and/or any other service provider, their successors, heirs, and assigns, from liability regarding the release of information to AMPS regarding this dog and/or its care. Any partial, complete, or attempted revocation of this authorization and/or release of liability shall constitute an immediate breach of this contract.

7. REPRESENTATIONS BY AMPS:

AMPS represents that the dog is the "sole property" of AMPS. However, Adopter hereby releases forever AMPS from any liability whatsoever due to misrepresentations unknown to AMPS of persons in prior possession of the dog. AMPS make no explicit or implicit guarantees regarding the health and/or temperament of the dog and/or whether the dog is housebroken. The dog is adopted "as is" and the Adopter assumes all responsibility for treatment of any and all existing conditions or any other physical, behavioral, or temperamental changes that may occur. AMPS makes no express or implied warranties of merchantability or fitness for any purpose. Adopter hereby declares that no representations about the temperament and/or condition of the adopted dog, and no representations regarding the nature or extent of legal liability or of financial responsibility have induced the Adopter to sign this contract.

8. COVENANTS OF ADOPTER REGARDING CARE AND HANDLING:

Adopter certifies, warrants, covenants, and agrees that:

- a) Heartworm preventative will be given under veterinary supervision and according to regional veterinary practices.
- b) Adopter agrees to provide the dog adequate, nutritious food, water, and shelter at all times.
- c) adopter agrees to provide rabies vaccinations as required by law in the state where the dog is domiciled.
- d) Adopter agrees to require the use of isoflurene gas or sevoflurene gas for general anesthesia.
- e) Adopter agrees to refrain from physical and/or emotional abuse of the dog at any time, and shall not otherwise treat the dog in an inhumane manner.
- f) Adopter agrees to prevent any other person, trainer, behaviorist, veterinarian, or veterinary personnel to physically or emotionally abuse the dog at any time or otherwise to treat the dog in an inhumane manner.
- g) Adopter insures that the dog will not wear a pinch collar, shock collar, electric collar, or any similar article at any time.
- h) Adopter insures that the dog will not wear a choke collar, except for the purpose of training, and then only under the guidance of a professional dog trainer. The dog will not wear said choke collar unless the dog is on lead, supervised by and under the owner/handler's control.
- i) Adopter insures that unless the dog is crated, on lead, supervised by and under the Adopter/handler's control, the dog will wear a leather or nylon flat buckle collar or a properly fitted Martingale (limited slip). The AMPS identification tag issued to the dog will be affixed to the dog at all times. The dog shall also wear required rabies and dog license tags.

- j) Adopter insures that the dog will not be allowed off lead in open spaces that are not fenced. Use of a long line is acceptable in such a circumstance IF the line is not attached to a tree or other fixed object.
- k) Adopter insures that the dog will not be tethered or chained at any time.
- l) Adopter warrants that the dog will live only inside the main living quarters of Adopter's residence with Adopter, as a family member and companion, and not as a working or guard dog. The dog shall not be kept in a kennel environment except
 - (i) When hospitalization is necessary or
 - (ii) When brief, temporary boarding is necessary due to the illness or absence of the Adopter. The dog will not be kept outdoors during the Adopter's working hours, or at any other time left alone outdoors while the Adopter is not at home. The dog may be confined in a room in the Adopter's home at least 100 square feet in area. In all cases, the area of confinement must be climate controlled.
- m) The Adopter agrees to diligently protect the dog from exposure to harmful objects, poisons, or other living creatures that may endanger the dog's life or health.
- n) If the dog is outdoors for any reason, Adopter agrees to make shelter available at all times from sun, wind, precipitation, cold, and extreme heat. Further, at no time shall the dog be maintained in an area where its health is endangered by weather conditions.
- o) Adopter insures that the dog will be crated for no longer than eight (8) hours in a twenty-four (24) hour period of time. The crate shall be maintained in a climate-controlled area. It shall be large enough for the dog to stand at its full height without touching the ceiling of the crate, and have space to easily turn around and to lie down fully extended on its side.
- p) Adopter insures that the dog shall not be left unattended by an adult with children under the age of ten (10) years at any time.
- q) Adopter insures that under no circumstances whatsoever will the dog be subjected to cosmetic surgery of any kind. Further, unless Adopter provides to AMPS, at P.O. Box 253, East Andover, NH. 03231, the written statement of a licensed veterinarian citing a justification relating to the health and welfare of the dog, the dog's tail shall not be docked and neither shall its ears be cropped.
- r) Adopter agrees that the dog will not ride in the back of a pickup truck under any circumstances, whether or not in a cage or kennel or tied.
- s) Adopter is advised and understands that temperatures can escalate to a fatal level in a vehicle within five minutes. Adopter agrees that the dog shall not remain in any vehicle unattended.
- t) FENCING: The Adopter agrees that the term "adequate fence" means a fence which fully encloses an area suitable for exercise at least 100 square feet in size, and in good repair, that prevents: the dog within from leaving the fenced area by jumping, digging, tunneling, exiting through insecure gates, or in any other manner which does not require the consent and assistance of the Adopter or his authorized representative; and any other animal (other than animals which fly or travel through treetops) from entering the fenced area; and unauthorized persons of any age from easily gaining entry. The Adopter agrees that the term "adequate fence" specifically excludes a split rail, electric, or invisible fence. **AT NO TIME WILL THE DOG WEAR AN ELECTRIC OR SHOCK COLLAR FOR THE PURPOSE OF USING SUCH FENCING.** The determination of whether a

home is adequately fenced will be made by an AMPS representative, and not by the Adopter. If at any time it becomes clear that the fence will not serve the purposes set forth above, the Adopter agrees not to leave the dog unattended in the yard at any time.

- u) Adopter agrees not to relocate into an environment that does not conform to the terms of this contract. Adopter agrees to notify AMPS in writing and telephonically as soon as Adopter knows that such relocation will occur.
- v) Adopter agrees that AMPS shall have the right to enter Adopter's premises to inspect the dog's condition and environment during the entire lifespan of the dog.

9. CHANGE OF ADOPTER'S ADDRESS:

The Adopter agrees to notify AMPS no less than ten (10) business days prior to change of address, of a change in address of the Adopter and/or a change of environment that will affect the dog. Adopter agrees to permit a home visit at the new address of residence by an AMPS representative if a change of address occurs.

10. COMPLAINTS AND/OR ANIMAL CONTROL ACTIONS:

Adopter agrees to notify AMPS in writing within five (5) business days after any incident involving animal control and/or citizen complaints concerning the dog.

11. DEATH OF ADOPTER:

Adopter(s) understands and agrees that upon the death of the last surviving Adopter, all of the Adopters interest reverts to AMPS, and that Adopter possesses no interest in the dog which can be transferred, devised, or bequeathed, and that any attempt to do so shall be deemed a fraudulent and void transfer of the dog. Adopter agrees to give a copy of this contract along with explicit instructions and complete understanding to a person outside of the immediate Adopter(s) family residing in the household with the Adopter(s) and any siblings, spouses, issue, friends or renters, who will maintain responsibility for the dog in the event of the death of the last surviving Adopter. Adopter agrees to instruct this representative to contact AMPS by calling 1-888-805-AMPS and by writing to AMPS, Inc., P.O. Box 253, East Andover, NH. 03231 upon the death or anticipated imminent death of the last surviving Adopter. Adopter agrees that said representative shall be instructed to, and shall have all necessary legal authority to, take possession of the dog and surrender the dog to a representative designated by AMPS. Said representative shall be entitled to apply to adopt said dog under procedures, terms, and conditions available to members of the public, but shall have no entitlement to adoption of the dog. Likewise, in the event of the

death, disability, or unwillingness to perform hereunder of Adopter's representative, the Adopter agrees to designate another representative outside the home to who is willing and able to perform the duties required under this paragraph. Adopter agrees that adopter's estate shall be responsible for all costs incurred in returning said dog to AMPS.

12. DISPOSITION OF DOG:

Adopter further agrees to desist from giving, adopting, loaning, fostering, selling, trading, swapping, abandoning, surrendering or otherwise disposing of or destroying the dog in any manner whatsoever or to any entity whatsoever, unless the dog suffers a catastrophic injury AND Adopter produces a written statement by a licensed veterinarian that he/she had examined the dog and euthanasia was immediately required to prevent unrelievable suffering. If the dog becomes lost, seriously injured, and/or permanently disfigured, or for any reason the dog dies, AMPS must be notified in writing within five (5) business days. Notification of AMPS shall include all veterinarian, animal control, legal and/or other documentation.

13. FORFEITURE:

Any breach by Adopter of this contract shall, at the sole discretion of AMPS, constitute immediate forfeiture by the Adopter of any and all of the Adopter's interest, and/or the interest of Adopter's successors, heirs, or assigns, in or to the dog. Adopter agrees to transport the dog to the representative authorized by AMPS to receive the dog and/or consents to entry by an AMPS representative onto any premises where the dog may be found upon reasonable notice at any reasonable time to effectuate recovery of the dog. The Adopter agrees to return the dog to AMPS upon demand. Adopter understands and agrees that there will be no refund of any donation made to AMPS in the event of the return to or recovery by AMPS of a forfeited dog. Failure by AMPS to assert its rights under this provision shall not constitute a waiver by AMPS of said rights. Please note any check returned to AMPS for insufficient funds is considered to be a breach of contract and will be turned over to a Recovery Representative for collection.

14. LIQUIDATED DAMAGES:

Adopter acknowledges that AMPS has invested substantial monies, both specifically allocable to this dog and otherwise, and agrees that a requirement of a specific accounting for the costs incurred for the purpose of rescuing, fostering, and rehabilitating, and if necessary, recovering, the dog would be onerous. Adopter therefore agrees that if the Adopter fails to return the dog to AMPS upon demand, Adopter shall pay to ALL Miniature Pinscher Service, Inc. liquidated damages in the amount of five hundred dollars (\$500.00). Said liquidated damages shall be paid to AMPS whether or not AMPS is able to recover the dog through other channels. Adopter further agrees to reimburse AMPS for necessary costs and attorneys fees expended to recover the dog, as well as the aforesaid liquidated damages, if the dog is disposed of in any manner by Adopter, or is not returned to AMPS by Adopter upon demand pursuant to paragraph 13 of this contract.

15. COSTS AND EXPENSES:

Adopter agrees that Adopter shall pay expenses and/or attorneys fees incurred by AMPS to enforce this agreement and/or to recover the dog from Adopter because of Adopter's failure to comply with any term of this agreement any and all costs. Adopter agrees that AMPS is not responsible for any such costs or expenses of Adopter.

16. NOTIFICATION:

Any written notification by Adopter required by this contract shall be made by United States mail; postage prepaid, to AMPS, Inc., P.O. Box 253, East Andover, NH. Any telephonic notification by Adopter required by this contract shall be made by calling 1-888-805-AMPS and leaving an explicit message regarding the reason for the call. Written or oral notifications shall include the dog's name as reflected on this contract, as amended, the dog's current AMPS tag number, and the Adopter's name and address. If the Adopter does not receive a response to a telephonic notification from an AMPS representative within three (3) calendar days, the Adopter shall make a written notification in the manner set forth in this paragraph.

17. OBEDIENCE TRAINING AGREEMENT:

This dog (AMPS representative check one and initial) _____ IS **IS NOT** subject to this provision. The Adopter agrees to enroll the dog in and diligently attend with the dog an obedience class within six (6) months of the date of this contract. The Adopter agrees to participate in the classes with the dog. Satisfaction of this clause requires completion of the obedience course by the Adopter and the dog. A certificate reflecting the dog's satisfactory completion of the course shall be provided to AMPS at P.O. Box 253, East Andover, NH. 03231 within ten (10) business days after completion of the course. The dog's residence and domicile shall be the Adopter's home at all times. Puppies shall not attend obedience class until all required DA2PP vaccinations have been administered.

Signed this ____ day of _____, in the year ____

Adopter(S) Name (Print)

Adopter(s) Signature(s): _____

Adopter's Address:

City: State: Zip Code:

Home Phone: Work & Cell Phone

Email Address:

Date of Birth:

Photo ID type and number:

AMPS Representative's Signature: _____

AMPS Representative's Phone:

AMPS Representative Email:

AMPS requires the original form, complete with signatures certifying the above information. Please print & neatly complete this form, then mail to your AMPS Regional Coordinator.

All Miniature Pinscher Service Inc.
P.O. Box 253 East Andover, NH 03231
A Non Profit Corporation