



Moe Moe's Rescue of the Rockies  
PO Box 351262 Westminister CO 80035  
(303) 877-9582

[www.moemoesrescue.com](http://www.moemoesrescue.com)

Email: [info@moemoesrescue.com](mailto:info@moemoesrescue.com)

## MOE MOE'S RESCUE OF THE ROCKIES ADOPTION CONTRACT

This Adoption Agreement (the "Agreement") is made on this the \_\_\_ day of \_\_\_\_\_ 20\_\_ (the "Effective Date") between Moe Moe's Rescue of the Rockies a Colorado Non-Profit Organization ("MMRR") and \_\_\_\_\_ as the adopting owner ("Owner") with MMRR and Owner together known as the Parties.

The Parties understand that many of the terms and conditions in this Agreement are subjective in nature, but the ultimate intent of this Agreement and the parties is to provide for the safe, secure and permanent placement of \_\_\_\_\_ ('Dog').  
[Name and Number of Dog]

The Parties understand and agree this is a legally binding contract which sets out the terms and conditions for the adoption of the Dog. With this understanding in mind and for the consideration set forth below, the Parties agree to be bound by the following terms and conditions:

### I. Term Release and Transfer of Ownership:

- a) The Term of this Agreement is perpetual for the life of the Dog and in no event for a period greater than 20 years from the Effective Date. MMRR agrees to release and transfer ownership of the Dog to Owner conditioned upon the continued satisfaction of those Conditions and Representations set forth below:

### II. Owner Conditions, Representations and Acknowledgements:

- a) Conditions: As a material condition for the release and transfer of ownership, Owner agrees to performance of all the Conditions set forth on **Exhibit A**.
- b) Representations: As a material condition for the release and transfer of ownership, Owner makes the following representations: (i) The info set forth on **Exhibit B** is true and correct; (ii) I/We will abide by and perform all of the above conditions; (iii) if at any time as Owner I/We are unable or unwilling to care for the Dog I/WE will immediately contact MMRR and release and return Dog to the ownership and custody of MMRR; (iv) I/We agree to notify MMRR within ten (10) days of any change of address or phone number (v) If the Dog becomes lost or stolen, I/We agree to notify MMRR immediately. \_\_\_\_\_

[INITIAL]

### III. Adoption Fee:

- a) Adoption Fee: MMRR is a non-profit organization and as such must rely on donations and adoption fees for the continuation of its services. Owner agrees to pay to MMRR at the time of adoption a non-refundable fee in the amount of \$300 which will be used only for the reimbursement to MMRR for all medical expenses or as a donation for its continued services.

### IV. Breach and Remedy:

- a) Breach: As Owner and a Party to this Agreement I/WE acknowledge the Conditions and Representations of this Agreement are material to and ongoing for the term of this Agreement and that a material breach of this Agreement shall occur upon the failure to perform any of the Conditions set forth on **Exhibit A** or in the event the Owner misrepresents any of the Representations set forth above. \_\_\_\_\_

[INITIAL]

- b) Remedy: In the event a breach shall occur MMRR shall be entitled to all applicable remedies including but not limited to: (i) specific performance which may include re-possession of the Dog or injunctive relief (without the posting of a bond or other monies); (ii) reimbursement for all costs and fees required as a result of the actions which were related to re-possession. Furthermore, in the event of re-possession Owner agrees to be liable for all veterinary services (fees and costs) needed due to negligence or lack of care at time of confiscation. In addition to these remedies and in the event Owner is in violation of any applicable law, ordinance or regulation BEDR shall be entitled to notify the appropriate legal agency and that such notification may lead to criminal prosecution.

#### V. Indemnification and Release of Liability:

- a) Acknowledgement and No Warranties:

- (i) Owner has been informed, understands and acknowledges that MMRR is a duly formed Colorado non-profit organization which works for the specific interest of animals, As such the organization, nor no employee, officer, or representative shall be personally liable for any action resulting from operation of this Agreement or acts of the Dog. **Owner further acknowledges that MMRR nor any of its employees, officers, or representatives possess the resources to evaluate each and every dog, this fact along with the fact that each dog possesses its own unique history, experiences and qualities all of which cannot be known to MMRR or its employees, officers, or representatives shall mean that Owner shall take the Dog "AS IS" with all its traits, emotions, history, experiences, and tendencies unknown.** \_\_\_\_\_

[INITIAL]

- (ii) MMRR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE DOG WHETHER EXPRESS OR IMPLIED AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND AS THEY MAY RELATE TO THE HISTORY OR ACTIONS OF THE DOG. BEDR FURTHER DISCLAIMS ANY CONTRACTUAL OR COMMON-LAW DUTIES RELATING TO THE DOG.

- b) Indemnification: With respect to all third party claim irregardless of basis, Owner at its own expense shall, indemnify, defend and hold MMRR (its employees, officers and representatives) harmless from any and all damages, loss, claims, liabilities, expenses and costs of whatever kind or nature, including, without limitation, attorneys' fees, medical costs and expenses, insurance reimbursements and litigation costs, arising out of, relating to, or resulting from any actions of the Dog. \_\_\_\_\_

[INITIAL]

- c) Limit and Release of Liability:

- (I) IN NO EVENT SHALL BEDR BE LIABLE TO OWNER UNDER THIS AGREEMENT OR OTHERWISE, FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OR DESTRUCTION OF PROPERTY, PERSONAL INJURY, DEATH OR DISMEMBURMENT, ANTICIPATED PROFITS OR LOST BUSINESS, OR OTHER DAMAGES, INCLUDING AMOUNTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE DOG. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BEDR BE LIABLE TO OWNER FOR DAMAGES IN

EXCESS OF THE ADOPTION FEE ON WHICH A CLAIM FOR DAMAGES MAY ARISE. THE FOREGOING LIMITATIONS SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, AND BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. \_\_\_\_\_  
[INITIAL]

(II) AS A MATERIAL CONDITION TO THIS AGREEMENT OWNER DOES HEREBY RELEASE MMRR FROM ANY AND ALL LIABILITY, CLAIMS FOR DAMAGE, INJURY OR OTHER SUCH RELATED CLAIMS WHICH MAY ARISE FROM THE OPERATION OF THIS AGREEMENT OR THE DOG. \_\_\_\_\_  
[INITIAL]

**VI. Other**

- a) Assignment: This Agreement may not be assigned to any person or entity without the express written consent of BEDR.
- b) Severability: In the event any term or condition is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement will remain valid and enforceable according to its terms.
- c) Integration: This Agreement, together with all exhibits and attachments hereto, constitute the entire agreement between the Parties pertaining to the adoption of the Dog, and supersedes all prior or contemporaneous written or verbal agreements and communications between the Parties in connection with the subject matter hereof. This Agreement shall not be modified except by a written agreement signed on behalf of both Parties.
- d) Attorneys' Fees, Jurisdiction and Venue Governing Law: Consent to Jurisdiction and Attorneys' Fees. This Agreement shall be construed and governed by the laws of the State of Colorado with personal jurisdiction under the State of Colorado. In the event of any suit or action with respect to this Agreement, including actions for indemnification, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs and expenses.

**I/WE HAVE HAD THE OPPORTUNITY TO FULLY REVIEW THIS AGREEMENT ASK QUESTIONS AND RECEIVE EXPLANATIONS. WE ARE FULLY AWARE OF THE IMPORTANCE OF THE CONDITIONS AND REPRESENTATIONS INCLUDING BUT NOT LIMITED TO THE WARRANTIES, REPRESENTATIONS, INDEMNIFICATION AND LIABILITY PROVISIONS AND HAVE SIGNED BELOW DEMONSTRATING OUR INTENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS OF THE EFFECTIVE DATE FIRST WRITTEN ABOVE.**

**OWNER**

**MOE MOE'S RESCUE OF THE ROCKIES  
(a Non-Profit Organization)**

x \_\_\_\_\_  
[Sign]

x \_\_\_\_\_  
[Sign]

\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_  
[Print Name]

It's: \_\_\_\_\_  
[Title]

## EXHIBIT A

- To care for the Dog humanely as a household pet and companion by providing proper and sufficient food, water, shelter, love, grooming, medical care, training and attention;
- To maintain the Dog in an adequate enclosed area (e.g. fenced yard, kennel run, or residence) and never allow to roam at will;
- To never chain or tie the Dog;
- To have the Dog 'Titer' count tested or vaccinated tri-annually with necessary inoculations, DHLPP and Rabies or as local ordinances require;
- To provide essential veterinary care as needed;
- To not sell, trade or dispose of the Dog to any third party for any reason whatsoever by way of example by not definitive: for the use of medical or any other experimental purposes, to a pet store, supplier, wholesaler or dealer;
- To never allow Dog access to off leash dog parks;
- That the Dog will never be used for any illegal purpose by way of example by not definitive (e.g. rolled, pitted or game tested in any way);
- To obey any and all animal control regulations governing the area in which I live, and to license the dog according to such regulations within one (1) month of adoption;
- To never transport this dog in the open bed of a pickup truck or similar vehicle;
- To invest in dog obedience and training courses for the temperament and well being of this dog and my family, and to actively pursue through this training a Canine Good Citizen or Delta Dog Society title for said dog;
- To allow a mmrr representative to examine and make inquiries about the Dog at any time.

**I acknowledge and agree that I will perform all of the above conditions as they concern the Dog that my failure in performing any of the conditions may result in a breach of this Agreement.**

---

[INITIAL]

## EXHIBIT B

### ADOPTION AGREEMENT SUMMARY

<b>Dog's name &amp; number</b>	
<b>Moe Moe's Representative</b>	
<b>Today's Date</b>	
<b>Name of Adopter</b>	
<b>Street Address</b>	
<b>Mailing Address (if different than above)</b>	
<b>Home phone</b>	
<b>Additional phone</b>	
<b>Email Address</b>	
<b>State Drivers License or I.D. Number</b>	
<b>I would prefer to be contacted by (email, phone)</b>	