



## XPBR Dog Adoption Contract

### Description of Dog Being Adopted

Dog XPBR#: \_\_\_\_\_  
Name: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Age: \_\_\_\_\_ Sex: M F Spayed Neutered  
Color: \_\_\_\_\_ Coated Hairless  
Eye Color: \_\_\_\_\_  
Microchip # : \_\_\_\_\_

### Adopter Agreement

This agreement is entered into between

\_\_\_\_\_ and  
Xoloitzcuintli Primitive Breed Rescue on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
for the adoption of \_\_\_\_\_.

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

The following terms and conditions constitute a contract for the adoption of the dog described above (hereafter referred to as "Xoloitzcuintli" or "dog" regardless of age or sex) between Xoloitzcuintli Primitive Breed Rescue (XPBR) and the adopter.

These terms and conditions are entered into and agreed upon by both XPBR and the adopter acknowledging the moral and legal worth of this contract.

**By taking possession of the above named dog I/we the undersigned agree to the following:**  
(Initial on line before each item)

- \_\_\_ 1) I/We will license the dog with our town of residence within 90 days of adoption date.
- \_\_\_ 2) I/We will keep all vaccinations/exams current with what our veterinarian recommends.
- \_\_\_ 3) I/We agree the dog will be housed strictly indoors and will receive all the necessary attention and care to ensure health and wellbeing: Fresh water, food of a quality to maintain health, and suited to any of the Xolo's special needs, including allergies, exercise and human companionship and interaction will be provided.
- \_\_\_ 4) When training my/our adopted dog it is agreed that force (hitting and kicking) training will never be used. The dog is adopted as a family pet, and will be treated with affection and kindness and will not be subjected to abuse, cruelty, or animal research at any time.
- \_\_\_ 5) When taken outdoors, the dog will be kept in a secure fenced-in area, on a leash held by a human, or other responsible, humane measures will be taken to prevent the dog from running off after prey, roaming the locality as a public nuisance, or becoming endangered by other animals or traffic. I understand that because of the strong prey drive of all Xoloitzcuintli, underground fencing will not be deemed sufficient. For humane, safety and health reasons, the Xolo will not be tied out to a stake, line or structure.
- \_\_\_ 6) In cold weather I/we will dress our hairless adopted dog in adequate clothing to keep it warm before taking it outside. Sunscreen/adequate sun protection will be used on the hairless dog when exposed to the sun in such a way as to be in danger of skin burning.
- \_\_\_ 7) I/We agree to keep an ID tag or other visible form of identification and return information, on the dog at all times while outdoors.
- \_\_\_ 8) I/We agree that the Xoloitzcuintli is not to be kenneled, except for safety (i.e. when absent from the home, when he/she is alone, transporting, or to sleep at night).
- \_\_\_ 9) In the event that I/we are no longer able to care for this Xoloitzcuintli, I/we agree to notify XPBR immediately to arrange for the dog to be returned to an XPBR member. I/We will never take this Xoloitzcuintli to an animal shelter, pound or humane society.
- \_\_\_ 10) I/We agree not to euthanize the Xoloitzcuintli in a non-emergency situation without notifying XPBR by registered letter and giving 14 days to respond.
- \_\_\_ 11) I/We agree to notify an XPBR member immediately if this Xoloitzcuintli is lost, or stolen and to make every effort to locate the Xoloitzcuintli.
- \_\_\_ 12) I/We will notify an XPBR member if I/we move and provide the new address and phone number.
- \_\_\_ 13) I/We will under no circumstances sell the adopted Xoloitzcuintli or benefit financially from this dog.
- \_\_\_ 14) I/We will not transfer ownership or custody to anyone with the exception of temporary lodging while I/we are away from home, or for veterinary care.
- \_\_\_ 15) I/We agree to allow an XPBR member to check on the dog's progress after one month, three months, and one year after the adoption. I/We also agree to allow an XPBR member to periodically check on this Xoloitzcuintli to be assured of compliance with all of the above.
- \_\_\_ 16) I/We understand that the XPBR adoption fee of \_\_\_\_\_ is not refundable.
- \_\_\_ 17) I/We agree to return this dog to XPBR if for any reason this dog does not work out in my/our home. I/We understand that the adoption fee will not be refunded but, at the judgment of XPBR, it is possible that another dog may be chosen that is more appropriate for our family and living situation.
- \_\_\_ 18) I/We understand that, although XPBR has made every possible effort to provide a companion animal which is compatible with the adopter's home environment/needs, XPBR does not warrant

the temperament or behavior of the above stated dog, and will not be liable for any acts of the dog while living with the adopter, nor for any costs, expenses or damages incurred as a result of the dog.

\_\_\_\_\_ 19) I/We understand that once this contract is executed I/we become sole owner of the stated dog and I/we assume full responsibility for the dog's care and any consequences of the dog's actions.

### **Enforcement of Contract**

Any breach of this contract in part or whole requires that the adopter return the Xoloitzcuintli to an XPBR member at the adopter's expense without entitlement of any refund or damages of any kind.

All suits for the breach of or enforcement of this contract will be brought in (area of adoption):

County of \_\_\_\_\_, State of \_\_\_\_\_ and the laws of the State of \_\_\_\_\_ will apply.

If the adopter fails to meet any of the articles listed under "Adopter Agreement," an XPBR member reserves the right to repossess the Xoloitzcuintli and any papers that pertain to this Xoloitzcuintli. No compensation will be due adopter at the time of repossession. Violation of any provisions of this contract will constitute damage to the reputation of XPBR, and the adopter agrees to relinquish ownership of the Xoloitzcuintli, shipping the dog to an XPBR member, absorbing the costs of any related court activity.

The undersigned adopter(s) has been advised of these facts and agrees to accept all responsibility for the behavior of the Xoloitzcuintli chosen for adoption, and agrees to all conditions of this contract.

### **Release of Liability and Indemnification**

In consideration of Xoloitzcuintli Primitive Breed Rescue allowing me/us to adopt this Xoloitzcuintli as our pet, I/we promise and agree to be solely responsible for this animal and to indemnify and hold harmless XPBR, and any XPBR members from any and all claims of liability for the conduct of this Xoloitzcuintli on or after the date of this adoption and agreement contract.

I/We do agree to the above items and provisions for the specific Xoloitzcuintli on this contract. Furthermore I/we do hereby release and forever discharge Xoloitzcuintli Primitive Breed Rescue, and any XPBR member, and any other person, heirs, and assignees from any and all liability, claims, demands, expenses, damages, causes of action, compensation, and for personal injury and property damage arising from and resulting from the acquisition of the above referenced Xoloitzcuintli, both known and unknown which I have now or may have in the future. I/We also agree that the initials by #1-19 above is my/our initials, and that they signify that we read, understood, and agreed to points #1-19 of the adopter agreement.

**Adopter Signature(s):** \_\_\_\_\_  
\_\_\_\_\_

**Print Name(s):** \_\_\_\_\_  
\_\_\_\_\_

**Driver's License Number:** \_\_\_\_\_

**Issuing State:** \_\_\_\_\_

**If no Driver's License, another form of Legal Identification:** \_\_\_\_\_

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

**Name of Veterinarian who will care for this Xoloitzcuintli:** \_\_\_\_\_

**Vet Phone:** \_\_\_\_\_

**Vet Address:** \_\_\_\_\_

**The above information concerning the veterinarian to be used for the adopted Xolo is accurate and true. If I/we place the care of the adopted Xolo under the care of a different veterinarian, I/we will inform XPBR of the contact information of the new veterinarian. We hear by give XPBR or any of its representative's permission to access the veterinary records of the adopted Xolo to confirm that it is being given adequate care and that all legally-required vaccinations are being kept up-to-date.**

**Signature(s)** \_\_\_\_\_

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

**XPBR Representative Signature:** \_\_\_\_\_

**XPBR Representative Printed Name:** \_\_\_\_\_

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