



ADOPTION AGREEMENT

Revised October 2024

ADOPTION AGREEMENT SUMMARY

THE THINGS RAGOM AGREES TO:

1. Provide you with the Dog's veterinary history and behavioral evaluations, if any.
2. Discuss Transfer of Ownership to a trusted person if you can no longer care for the Dog.
3. UNALTERED DOGS
 - All unaltered Dogs under 12 months of age will be adopted with the expectation that they are altered between 12-15 months of age or returned to RAGOM. RAGOM will reimburse up to \$500 for the Dog's alteration at a vet of the Adopter(s) choice. When the Dog is altered between 12 and 15 months, and the Adopter(s) provides a sterilization invoice, RAGOM will refund the \$300 deposit and reimburse the Adopter(s) up to \$500 for the spay/neuter.
 - **If the Dog is altered before 12 months, the deposit is forfeited, and there is no reimbursement for the spay/neuter. If the Dog is not altered by 15 months, the deposit is forfeited, and the Dog must be returned to RAGOM.**
4. FUTURE PROCEDURES
 - If the Dog requires a medical procedure listed in Section 1, RAGOM will pay for the procedure as specified in Section 1.

THE THINGS THE ADOPTERS AGREE TO:

1. Immediately become the owner of the Dog and assume financial and legal responsibility.
2. Provide adequate care of the Dog:
 - Keep the Dog as a household companion, not in an outside kennel, left unattended in the yard, chained, or on a tie-out.
 - Provide consistent veterinary care, including wellness visits, rabies, and other vaccinations required by law.
 - Use only positive training techniques.
3. Return the Dog to RAGOM if you are unable to care for the Dog or fail to comply with all terms of the Adoption Agreement. The Adoption Fee will be refunded if the Dog is returned within 14 days.
4. If you wish to transfer ownership to a family member or trusted person who knows and wants to care for the Dog, RAGOM will first ensure the specified party meets RAGOM's adoption requirements.
5. Notify RAGOM of any address, phone, or email changes to update the secondary microchip listing.
6. UNALTERED DOGS
 - Have the Dog spayed/neutered if it has not already been altered. You will pay a \$300 refundable deposit that will be returned only if the Dog is altered between 12 and 15 months of age. You must provide a sterilization invoice to receive the deposit refund and reimbursement of up to \$500.
 - You will not breed the Dog.
 - You will surrender all puppies to RAGOM when they are eight weeks old if the Dog gets pregnant.

LEGAL TERMS OF THE ADOPTION AGREEMENT

This Adoption Agreement (the “**AGREEMENT**”), by and between Retrieve a Golden of the Midwest (**RAGOM**) and the Adopter(s) (together with **RAGOM**, the “**PARTIES**” and each a “**PARTY**”), is made as of _____ (the “**EFFECTIVE DATE**”). Capitalized terms not otherwise defined shall have the meaning ascribed in **SCHEDULE 1** attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS OF THE EFFECTIVE DATE:

1. **ADOPTION.** The Adopter(s) shall immediately gain legal ownership of the Dog (the “**ADOPTION**”), regardless of the timing by which the Adopter(s) take physical possession of the Dog. The Adoption is revocable pursuant to Section 4. The Adoption Fee is intended to cover part of RAGOM’s costs associated with the Dog before the Adoption; the Adoption is not a sale of goods, and RAGOM is a charitable organization, not a merchant. RAGOM disclaims, and adopter(s) waives all expressed and implied warranties of the Dog, including, without limitation, the warranty of merchantability and fitness for a particular purpose. Adopter(s) understand that the nature of the Dog and its temperament are unpredictable. RAGOM shall have no responsibility to identify or warn Adopter(s) of any dangers associated with the Dog. Adopter(s) expressly acknowledge and hereby assume all risks associated with the Dog, including, without limitation, the Dog causing injury to any persons, animals, and/or property.
2. **INDEMNIFICATION.** As of the timing of the Adoption, the Adopter(s) shall forever indemnify, defend and hold harmless RAGOM, its officers, and employees from any and all loss, liability, claims (whether by RAGOM or a third party), damages, costs, and expenses (including without limitation reasonable attorneys’ fees) arising out of this Agreement and/or any actions or omissions by or relating to the Dog, except those caused by RAGOM’s gross negligence or intentional tort. If there is more than one Adopter, the Adopter(s) are liable under this Agreement jointly and severally. Following the timing of the Adoption, RAGOM shall have no liability regarding the Dog, except for the outlined in Section 6 herein if applicable.
3. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**
 - a. Adopter(s) represent, warrant, and covenant as follows:
 - i. If the **PROCEDURE** box in **SCHEDULE 1** is checked, the Adopter(s) shall ensure the Dog is spayed or neutered as applicable (the “**PROCEDURE**”) within the timing advised in **SCHEDULE 1**. Adopter(s) shall not have the Procedure performed before 12 months or later than 15 months of age.
 - ii. Adopter(s) shall not allow the Dog to breed.
 - iii. If the Dog produces offspring, the Adopter(s) shall immediately inform RAGOM and surrender legal ownership of said offspring to RAGOM at eight weeks of age.
 - iv. Adopter(s) shall use best practices in caring for the Dog as a household companion and otherwise as required by all applicable laws and regulations. No violence shall be used against the Dog, including, without limitation, shock collars (except E-Collars used solely for perimeter training), prong collars, and physical striking.
 - v. Adopter(s) shall immediately inform RAGOM in the event they are unable to locate the

- Dog for a period of eight hours or longer.
- vi. Adopter(s) shall not transfer ownership of the Dog to any person or entity except RAGOM unless RAGOM expressly agrees to the proposed transfer.
 - vii. Adopter(s) has never been charged with animal cruelty and is not an animal dealer, breeder, or broker.
 - viii. Adopter(s) shall allow RAGOM to periodically check on the Dog to ensure compliance with this Agreement.
- b. RAGOM disclaims any representations and warranties concerning the Dog, including without limitation the Dog's breed, background, temperament, behavior, or health conditions. Any information RAGOM has provided to Adopter(s) regarding the Dog is a description of the Dog's past behavior, not a prediction of future behavior.
4. **REVOCAION OF ADOPTION.** Any violation by Adopter(s) of a representation, warranty, or covenant in Section 3 shall cause irreparable damage to the Dog, the community, and RAGOM, the extent of which is impractical to calculate. As such, upon any violation by Adopter(s) of a representation and warranty in Section 3, RAGOM shall immediately gain the legal right (by self-help or otherwise) to: (a) invalidate and unwind the Adoption; (b) retake possession and full ownership of the Dog indefinitely; and (c) retain the Adoption Fee as liquidated damages for the costs of exercising its rights under this Section.
5. **SPECIFIC PERFORMANCE.** In addition to all other remedies available, in the event Adopter(s) breach Sections 3.a.i, 3.a.iii, 3.a.vi, or 3.a.viii herein, RAGOM shall be entitled to obtain specific performance to enforce the breached representation and warranty and/or Section 4.
6. **RAGOM-FUNDED TREATMENTS**
- a. **PROCEDURE.** RAGOM shall reimburse the adopters up to \$500 toward the cost of the spay/neuter at a vet of the Adopter(s) choosing. RAGOM shall in no way be liable for any injury to the Dog resulting from the Procedure.
 - b. **FUTURE EXPENSES.** If the "Future Expenses" box is checked in Schedule 1, RAGOM shall directly pay for such Future Expense as detailed in Schedule 1 so long as all applicable treatments take place in a RAGOM-approved veterinary clinic, which approval may be made in RAGOM's sole discretion.
7. **DISPUTES.** The laws of Minnesota shall govern this Agreement, and Minnesota shall be the exclusive jurisdiction for any claims brought pursuant to the Agreement. Any claims or disputes between the Parties arising out of this Agreement shall be decided by non-appealable, binding arbitration using the American Arbitration Association commercial rules, and the Parties hereby waive all rights to a jury trial for any such claim or dispute. The arbitration judgment and order may be entered with and enforced by any court with jurisdiction.
8. **INTEGRATION; MODIFICATION.** This Agreement is the entire agreement of the Parties with respect to the Dog and Adoption and supersedes all previous communications, understandings, and agreements, whether oral or written, between the Parties with respect to said subject matter. This Agreement shall only be modified in writing and signed by the Parties.

- 9. **SEVERABILITY.** If any provision of this Agreement is found to be unenforceable, such provision should be construed to the closest intent of the Parties, and the remaining portions of this Agreement shall remain in full force and effect.
- 10. **NON-WAIVER.** Any failure by either Party to enforce the strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- 11. **NO PRESUMPTION.** The Parties acknowledge they were each given an equal opportunity to negotiate the terms and conditions in this Agreement and that the identity of the drafter of this Agreement is irrelevant to any interpretation of the terms and conditions of this Agreement.

THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.

Retrieve a Golden of the Midwest (RAGOM)	
Name	
Signature	

ADOPTER(S):

Signature(s) affixed to **SCHEDULE 1** indicates this Agreement's acceptance.

SCHEDULE 1

By signing Schedule 1, Adopter(s) agree to be bound by the Adoption Agreement to which this Schedule 1 is attached.

THE DOG

RAGOM Name:	RAGOM ID:
New Name:	DOB or Approx. Age:
Description:	Microchip #:

THE ADOPTER (S)

	ADOPTER 1	ADOPTER 2
Name		
SIGNATURE		
Email		
Home Phone		
Mobile Phone		
Street Address		
City State		Zip Code

FEEES

Spay/Neuter Deposit: (if applicable):	Total Payment:	Online Order #:
Adoption Fee:		

PROCEDURE

SPAY/NEUTER PROCEDURE <input type="checkbox"/>	The Procedure must be completed between _____ (Approx DOB plus 12 months) and _____ (Approx DOB plus 15 months).
N/A <input type="checkbox"/>	

NOTE: RAGOM Veterinary Services Manager to provide specific Future Expenses contract language

FUTURE EXPENSES

VETERINARY EXPENSES <input type="checkbox"/>	Condition to be treated:	Date treatment must be completed:
N/A <input type="checkbox"/>		

Treatment Plan Details: