

**Massachusetts Humane Society Dog Contract**  
781-335-1300 --- email: [masshumane@aol.com](mailto:masshumane@aol.com)

Dog's Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Estimated Age: \_\_\_\_\_

ID#: \_\_\_\_\_ MHS office use)

This agreement is entered into this date by and between Mass Humane Society ("MHS") and the applicant ("Adopter") for the adoption of the above identified dog ("the dog").

**Terms and Conditions**

1. Adopter agrees to pay MHS an adoption fee of \$200.00 for the above named dog. This fee, minus \$50.00, is refundable provided the adopter personally returns the alive dog to MHS within seven (7) days of its adoption and releases MHS of any further liability.
2. Adopter agrees the dog is to be a family companion and agrees to provide the dog with a safe home, adequate food, water, proper care, exercise, love and attention. Adopter agrees not to violate any laws or ordinances with the dog. The dog is not to be used as an attack or protection trained dog and will not be used for commercial guard work.
3. Adopter agrees to keep a buckle collar on the dog with ID tag, current rabies tag and town dog license. The dog is only to have a choke collar on during training and walks. If at any time the dog is lost, stolen, hurt or killed, the Adopter is to notify MHS by email or phone immediately.
4. Adopter agrees that the dog will be confined inside the home when no one is at home and under no circumstances is the dog left OUTSIDE unattended with no body home. When the Adopter is to go away for a prolonged period of time or vacation, Adopter is to prearrange proper care for the dog.
5. The dog is not to ride loose in the bed of pickup trucks, convertibles or to be left in a car when air temperatures exceed 70 degrees or if temperatures go below 35 degrees.
6. Adopter agrees to have a clean, secure fenced area for the dog. If a fenced enclosure is not available, Adopter agrees to leash walk dog. Adopter will use a secure, updated dog runner tie outside with at least 20 feet of room to roam while on a dog runner. ( no short dog runners)
7. Adopter agrees to have the dog examined by a licensed veterinarian at least once each year and provide for all vaccinations and treatments necessary to ensure good health. If euthanasia becomes necessary, Adopter agrees to have it performed by a licensed veterinarian.

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8. MHS makes no guarantees or statements regarding the dog's age, breed, health, or temperament. While MHS has made every effort to provide accurate history and assessment of the dog, MHS is not able to guarantee the dog's age, breed, medical status, behavior or disposition. MHS is available for consultation, advice and assistance pertaining to the health, training and compatibility of the dog. Adopter agrees to release MHS and its members, officers or representatives of any and all possible claims arising from injury or damage caused by the dog to any person or property. Adopter accepts this dog as is with all defects, either observable or unobservable, and assumes all risk for the dog upon signing of this contract.

9. **If for whatever reason(s) the Adopter is unable to keep this dog for its entire life, the Adopter must return the dog to MHS. The Adopter agrees not to give away, sell or dispose of the dog without express consent of MHS.** (we are here to help the dog and you)

10. Adopter will allow MHS to **conduct home visits and phone check-ins at their discretion after** the adoption is in order to check on the dog's welfare. The check-ins by **discretion is necessary**.

11. In the event this contract, including all its covenants and conditions, is breached by Adopter, MHS has the right to rescind this **contract and demand return of the dog**. If Adopter fails to return the dog, MHS has the right to seek a Court Order for return of the dog and seek liquidated damages from the Adopter in the amount of \$500. plus any court costs or attorney's fees. Payment of damages shall not excuse Adopter from returning the dog to MHS.

12. **If for some unforeseen reason(s) and or change of life style from the adopter (s) of this animal: relocate to a differ address stated on MHS application. MHS should be notified with new address / residence. Therefore, MHS can UPDATE original file of the adoption application and contract.**

13. This agreement shall inure to the benefit of and be binding upon Adopter and MHS and their successors or beneficiaries. Both parties have fully read and understood all of the agreement, which sets forth all promises, conditions, and understandings, oral or written

**In testimony whereof, Adopter and MHS sign on this Date:** \_\_\_\_\_

**Adopter's Signature:** \_\_\_\_\_

**Adopter's Printed Name:** \_\_\_\_\_

MHS Representative's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_