



SchipperkeRescue.Net, Inc.

Lancaster, PA

Bailment Agreement for SURRENDER of Dog

This Agreement, dated _____, is by and between the Dog Owner(s) and SchipperkeRescue.Net, Inc., Bailee. The subject of the bailment is the Dog identified below. The purpose of the bailment is to relieve the Dog Owner of the care, expense, and custody of the Dog, and permit Bailee either to adopt out the Dog, if possible, or to cause Dog to be euthanized, as below described. The period of the Bailment shall begin as of the date hereof, and shall terminate at such time as the Dog is adopted out, euthanized, or ownership of Dog is transferred.

Dog's call name: _____ Birthdate/Est. Age _____

AKC Registration No. _____ Registered Name _____

Sex _____ Spayed/Neutered? YES _____ NO _____ Housebroken? YES _____ NO _____

Crate trained? YES _____ NO _____ Obedience trained? YES _____ NO _____

Tatoored/Microchipped? YES _____ NO _____ Location of tattoo _____

Dog Owner makes the following representations about Dog (check those that apply):

- The undersigned is (are) the only owner(s) of the Dog.
- The Dog is licensed and the license is current.
- The Dog has been vaccinated against rabies, DHLPPC, and bordetella and these vaccinations are current.
- The Dog has been neutered or spayed.
- The Dog is in good health.
- The Dog is not on medication.
- The Dog is friendly toward children and adults.
- The Dog is friendly toward other dogs and other animals.
- The Dog is not nursing puppies.
- The Dog has never started a fight with another dog or other animal.
- The Dog has never bitten a person.
- The Dog is not the subject of a quarantine order at this time.
- There is no pending adjudication or administrative hearing pertaining to the Dog or Dog owner.
- The Dog has never been declared to be dangerous, potentially dangerous, vicious or potentially vicious.
- The Dog does not have to be muzzled around people.
- The Dog is not a guard dog or protection dog.

Veterinarian's Name: _____

Address: _____

City: _____ State _____ Zip _____

Phone: _____ Date Last Vet Visit: _____

Any physical problems or allergies? _____

Date of last vaccinations:

DHP _____ Rabies _____

Heartworm check _____ Results _____

Please answer the following questions completely and honestly. This information enables us to match your dog to the best possible home.

1. How does dog react to:
 - Other dogs _____ Cats _____
 - Strangers _____ Children _____
 - Being alone _____ Being groomed _____
2. What does this dog like best? _____
3. What does this dog like least? _____
4. Is this dog afraid of anything? _____
5. How does this dog react when fearful or unhappy? _____
6. Has this dog ever nipped or bitten anyone? YES _____ NO _____
 - If yes, please explain _____
7. Where does this dog sleep? _____
8. Where does this dog stay in the daytime? _____
9. What kind (brand & formula) of food is fed to this dog? _____
10. How often? _____ How much? _____
11. What commands does this dog obey? _____
12. Does this dog do any tricks? YES _____ NO _____
 - If YES, what kind? _____
13. Does this dog have any bad habits or behavior problems? YES _____ NO _____
 - Chewing _____ Digging _____ Barking _____ Housebreaking problems? _____
 - Other _____
14. Why are you giving up this dog? _____
15. What do you like best about this dog? _____
16. What do you like least about this dog? _____
17. Where did you originally get this dog? Pet shop _____ Breeder _____ Shelter _____
 - Other _____
18. Name and address of all persons, shelters, or store from which this dog came _____

For good and valuable consideration, the parties agree as follows:

Dog Owner hereby delivers physical and legal custody of Dog to Bailee, who hereby accepts physical and legal custody of Dog as a bailee and not as owner.

Dog Owner shall not hereafter be responsible for the care and expense of Dog. However, Dog Owner acknowledges and agrees that he or she shall be legally liable for all injuries, losses, damages, costs and expenses if, during the period of the bailment, Dog injures any person, including but not limited to Bailee and his, her and its agents and employees.

Bailee shall care for, pay the necessary expenses of, and maintain custody of Dog, to the minimum extent required by law. Bailee shall owe no other duty to Dog Owner whatsoever, with one exception, to wit, that Bailee shall return Dog to Dog Owner if all of the following conditions are met: a) Dog Owner requests the return of Dog, b) Dog Owner, in Bailee's sole judgment, intends, is able and shall remain able, in the foreseeable future, to adequately care for, pay the necessary expenses of, and maintain custody of Dog, c) Dog, in Bailee's sole judgment, appears to be not: dangerous, potentially dangerous, vicious, or potentially vicious, d) Dog is not in quarantine, e) there is no pending adjudication or



administrative hearing pertaining to Dog or Dog Owner, e) Dog has not been adopted out, and f) Dog has not been euthanized.

Dog Owner hereby authorizes Bailee to either adopt out Dog, or cause Dog to be euthanized if any of the following conditions are met: a) Dog is not adopted out within the minimum period of time that the applicable law requires public shelters to hold a Dog before euthanizing it, b) Dog appears, in Bailee's sole judgment, to be too sick or injured to be adopted out, c) Dog is ordered to be euthanized pursuant to the applicable law, or d) Dog, in Bailee's sole judgment, appears to be dangerous or potentially dangerous, or vicious or potentially vicious. It shall be fully understood that the policy of SchipperkeRescue.Net, Inc. is never to sell or otherwise provide a live dog to any commercial breeder, unless returning a dog in accordance with a previously executed contract, or facility that uses animals for testing on human products. However, SRN does reserve the right to provide animal research facilities with the remains of an euthanized dog for the purpose of research on the causes, prevention, and/or treatment for live animals suffering with the same or similar health issues.

To further the purposes of this Bailment Agreement, Dog Owner shall execute a document which transfers ownership of Dog to Bailee or to an unspecified party, but said document shall not be effective until the moment when Dog is adopted out, euthanized, or delivered to the custody of a third party for the purposes of euthanasia.

In the event of any dispute between Dog Owner in Bailee with regard to Dog, the making or breach of this Bailment Agreement, or any other issue or matter whatsoever, all acts and omissions of Bailee which were based on judgments made by Bailee shall be conclusively presumed to have been made in good faith, without negligence, and without breach of any express or implied duty, obligation, term or condition. The damages which may be awarded to Dog Owner shall be limited to the market value of Dog.

This Bailment Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No other promises, agreements, warranties or representations have been made. This agreement cannot be modified except in a writing signed by the party to be charged thereunder.

I, _____ (please print), owner, hereby surrender this dog named _____ To SchipperkeRescue.Net, Inc. I certify that I am the owner or legal representative of this dog free and clear of all other interests. I certify that my answers to these questions are true and correct and that this dog, to the best of my knowledge, is not possessed of any dangerous or vicious propensities. I hereby forever release, discharge and agree to hold harmless and indemnify SchipperkeRescue.Net, Inc. and SchipperkeRescue.Net, Inc. from all claims, demands, actions, causes of action or liability of any kind whatsoever arising as a result of, or in connection with the adoption of this surrendered dog.

I also realize that SchipperkeRescue.Net, Inc. may have to incur veterinary expenses such as vaccinations, spay/neuter, and/or special care in order that this dog may qualify for placement in a new home. I am willing to donate \$ _____ to assist with those expenses.

I have read, understood, and agree to the above statements:

Owners Signature _____ *Date* _____

Street Address _____

City _____ State _____ Zip _____ Phone _____

I hereby authorize _____ (bailee) to provide my contact information to any new owner so that they may contact me as needed for further information.

_____ (Initials)

I, _____, as a representative of SchipperkeRescue.Net, Inc., hereby accept custody of _____ for transport to his/her temporary foster home. Any questions about the dog's status may be directed to _____ at _____.