

Flying Jindo & Welcome Dog Korea

[Home](#) [About Us](#) [Contest](#) [Apply](#) [Adoptable Dog List](#) [FAQ](#) [Meet Our Team](#) [Coordinator Page](#) [Board Page](#) [Foster Parent](#)

Adoption Agreement

Adopter's Name

Heifetz

Justin Scott

Adopter's Birthday

06/15/1986

Address

Yein Artville Sangsu-dong

Unit 501

Seoul

N/A

N/A

South Korea

Contact Information

1094371426

jscohei@gmail.com

Adoptee

Jessie

<Note>

Promisor : Adopter; "I" in the agreement

Promisees : Flying Jindo & Welcome Dog Korea

<Care of the Dog>

I agree to

- 1) provide the dog appropriate food, water, shelter and exercise.
- 2) treat the dog in a humane manner
- 3) never use the dog for medical or other research or experimental purposes.
- 4) put a properly fitted safe collar on the dog along with an identification tag that provides my current contact information.
- 5) microchip with my information within 30 days of adoption.
- 6) provide the dog veterinary care and treatment as needed, which includes annual medical checkups, any vaccinations recommended by veterinarians, those inquired by law, and appropriate preventative flea treatment and heartworm medicine.

JSH

<No warranties of Age, Breed, Temperament, or Health>

JSH

I understand that

- 1) **Promisees** makes no guarantees or warranties, expressed or implied, regarding the dog's age, breed or temperament.
- 2) **Promisees** makes no guarantees or warranties, expressed or implied, regarding the dog's health other than the dogs are
 - a) free of rabie and/or heartworm,
 - b) on preventative medicines; heartworm, tick and flea
- 3) The dog may have behavioral issues that can emerge during the adjustment period.

I agree to

JSH

- 4) follow the recommendations **Promisees** offers to resolve any possible behavioral problems.
- 5) give the dog a reasonable adjustment period and hire a qualified dog trainer if the dog's behavioral problems impede the dog's ability to live happily.

<Indemnify and Hold Harmless>

I understand that

JSH

- 1) Any interaction between the dog and any animal or person, including children, is solely my responsibility.

<Inspection>

I agree to

JSH

- 1) allow **promisees** representatives entry onto my property to ensure the dog is being cared for in compliance with this agreement.

<Relinquishment>

I agree to

JSH

- 1) never to sell, trade, re-home, surrender the dog to a shelter or otherwise relinquish custody of the dog to **promisees**.
- 2) notify **promisees** if I can no longer care for or keep the dog.
- 3) foster the dog until **promisees** is able to re-home the dog.
- 4) fully cooperate in re-homing the dog.
- 5) send the dog to a boarding facility that **promisees** approves and pay for the cost when I can not foster the dog.

I understand that

- 6) the donation/adoption fee goes into importing/transporting the dog.
- 7) I am not entitled to recover the donation/adoption fee when I relinquish the dog.

JSH

<Forfeiture>

I agree that

JSH

- 1) **Promisees** shall retain superior title in the dog to assure the dog's well-being.
- 2) I am not entitled to recover any of my costs incurred in the care of the dog prior to forfeiture.
- 3) I forfeit any and all of my interest in or to the dog and the donation/adoption fee made to **promisees** when I fail to meet this agreement.
- 4) falsification of any of the information I submitted (and/or) failure to share post-adoption stories is/are grounds for forfeiture of the dog.

<Remedy for Non-Compliance>

I understand that, if i fail or refuse to forfeit the dog,

JSH

- 1) **Promisees** reserves the right to file a court action to enforce the provisions of this agreement; recovery of the dog.

2) the prevailing party to any proceeding shall be entitled to recover any cost, including reasonable attorneys' fees, from the losing party.

<Liquidated Damages>

I understand that

JSH

1) it is difficult to determine the actual damages that might be sustained by **promisees** when I fail or refuse to forfeit the dog.

I agree to

JSH

2) pay \$800(usd) to **promisees** regardless of legal proceedings are initiated or not.

<Compliance with Policies and Laws>

I agree to

JSH

- 1) obey all applicable laws governing licenses, control, and custody of the dog.
- 2) never to keep the dog on land or property in violation of a "no pets" policy or other applicable pet restriction such as limitations on weight or number of pets.

<Lost or Stolen Dog>

I agree to

JSH

- 1) notify **promisees** as soon as possible; no later than 72 hours of the loss or theft.
- 2) be deemed to have forfeited the dog if I fail or refuse to retrieve the dog after being notified that the dog is in custody by any animal control agency.

<Nonrefundable Adoption Fee>

I understands and acknowledges that

JSH

1) an adoption fee in the amount of

- shall be made in time specified in the email and otherwise the adoption will be automatically nullified/void.
- 2) the adoption fee does not represent a sales price for the dog, but a nonrefundable contribution to defer **promisees** adoption expenses that attribute directly and indirectly to the rehabilitation and transportation of the dog.
 - 3) the adoption fee is only refundable when the adoption falls through at **promisees**' fault or by other unfortunate circumstances; sudden undesirable behaviors, medical conditions of the dog, and/or change of heart in the rescuer.

<Notification>

I agree to

JSH

1) provide **promisees** with new contact information; new address and telephone number, within 30 days from the day I move.

<Adoption Day>

I agree to

JSH

- 1) Come to the adoption site; airport waiting room, on time.
- 2) Pay any expenses that are caused either for not showing up or for being late.

<Adoption Application>

I understand that

JSH

- 1) there is no obligation for **promisees** to grant an adoption to me, now or in the future.
- 2) all applications are reviewed on a first-come basis however, **promisees** rescue will ultimately select the best applicant for the betterment of the pet.
- 3) With respect to privacy of other applicants and possible disclosure of other pertinent information that may be "private", **promisees** reserves the right not to disclose the details of applicant selection.

I agree that

JSH

- 4) Adoption application and other information I submitted for adoption of the dog is incorporated herein by this reference.
- 5) any material misrepresentation made to [promisees](#) prior to the adoption is a material breach of this agreement.

I certify that

JSH

- 6) the information I have provided on this form is true, correct, and accurate.
- 7) my digital signature below is valid as a means of legal signature for the purpose of this adoption application and i have read and understand the agreement.

Justin Scott Heifetz

03/09/2019



Flying Jindo & Welcome Dog Korea
welcomedogkorea@naver.com
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