

ADOPTION AGREEMENT WITH DOGWATCH SANCTUARY TRUST

Thank you for your interest in adopting from Dogwatch Sanctuary Trust ("**Dogwatch**"), we greatly appreciate the support. In order to finalise your adoption of a rescue dog held by Dogwatch Sanctuary Trust, please read through the Terms and Conditions of this Adoption Agreement below and contact us if you have any queries. In signing of this Adoption Agreement, you, as the ("**the Adopter**") hereby agree to the following:

General Terms

1. In the event that you are no longer able to care for the dog at any time, Dogwatch is to be notified immediately so that we can assist in helping the Adopter rehome the dog, regardless of the amount of time that has passed since the adoption.
 - 1.1 For the absence of any doubt, the dog cannot be sold, advertised on social media or other websites, and/or rehomed privately, under any circumstances without Dogwatch being consulted and providing approval of the process to be followed.
 - 1.2 Dogwatch owe an obligation to the dog for the duration of its life. In the event that, despite the best endeavours of the Adopter working with Dogwatch to facilitate a rehoming, the dog is unable to be rehomed then Dogwatch agrees to accept back ex-trust dogs, regardless of the amount of time that may have passed since the initial adoption. The timing of the acceptance of the dog back to Dogwatch will be subject to Dogwatch having sufficient space for the dog and by determining the needs of the adopted dog against the priorities for the other dogs that are already committed to be accepted by Dogwatch. This obligation shall exist for the duration of the lifespan of the dog.
 - 1.3 In the event of the death of the Adopter, a family member wishing to adopt a dog will need to consult Dogwatch. Consent by Dogwatch shall not be unreasonably withheld.
2. By applying to Dogwatch, the Adopter confirms that all information supplied in the course of the adoption process is true and correct to the best of their knowledge and belief.
 - 2.1 The Adopter further confirms that they have been honest in all dealings with Dogwatch and informed Dogwatch of any information that may be relevant to their application for adoption.
 - 2.2 Should Dogwatch become aware of information to the contrary, this shall be deemed a breach of the Agreement.
3. The Adopter undertakes that they have no pending charges or prior convictions related to animal cruelty.
4. Dogwatch expects that all Adopters are compliant with their local Council bylaws in respect of their personal dogs and licencing requirements.
 - 4.1. The Adopter undertakes that they acknowledge it is their express obligation to have confirmed with their local council the amount of dogs able to be housed on their property and hold the licenses required by their local council.
 - 4.2. Dogwatch takes no responsibility for ensuring the Adopter has the required licencing for their property and amount of dogs. Dogwatch will pass on the details of each Adopter to the local councils once the dog is deemed adopted.
5. The welfare of the dog is paramount. Accordingly, the Adopter undertakes that they will apply any medical, behavioural, training or other advice given to them by the representatives of the Dogwatch (ie. Staff, behaviour consultant or Vet) in respect of the dog they choose to adopt.

- 5.1. The Adopter agrees to complete any necessary medical treatment advised by Dogwatch as being outstanding, as soon as practicable and/or as it falls due.
6. The Adopter acknowledges that by signing this Agreement, they have read all adoption documentation, (including this full agreement), the adoption manual and any policies put in place by Dogwatch. As such, the Adopter, by signing this Agreement that they are aware of their obligations and responsibilities in terms of this Agreement.
7. The dog remains the sole property of Dogwatch, until such time as Dogwatch determines the permanent placement of the dog. You acknowledge that Dogwatch is the sole owner of the dog and retains all ownership and rights to the dog until the adoption process has been officially concluded , you are formally advised that you are accepted as the Adopter and that the registration via the Council has been transferred to you. The dog being in the possession of a prospective adopter gives that person no legal or beneficial interest in the dog. Dogwatch shall remain the legal owner of the dog until legal ownership is formally transferred.

Adoption Fee

8. The non-refundable adoption fee is to be paid to Dogwatch prior to the dog going on trial. For the sake of clarity, the dog will not be released into the care of any prospective adopter until this fee has been paid.
9. Failure to pay the adoption fee will constitute a breach of this Agreement and removal of the dog.

Out of Town Adoptions

10. Due to the fact that our vet is located in Canterbury. The prospective adopter is responsible for all medical costs of the dog from the moment it leaves Canterbury. Dogwatch will reimburse the agreed amount for any pre-arranged medical care that has not been carried out prior to adoption. If any accident occurs or illness arises (including during the transport to the Adopters location), the prospective adopter must seek immediate veterinary attention at their own cost. To refuse to do so or omit to do so shall be deemed a breach of this Agreement. Dogwatch may require the dog be returned to their care (at the cost of the Adopter) as per the below.
11. Should the dog become ill or suffer an accident (including during transport to the Adopters location), Dogwatch must be informed immediately and given access to any/all veterinary records, notes and test results. Dogwatch shall have the right to direct the dog be returned into their care. In this event, the adoption shall be terminated and Dogwatch shall retain the dog.

Trial Period

12. A one-month trial period applies to all adoptions to confirm the family are the right fit for the dog and the dog the right fit for the family. During this period, Dogwatch or the Adopter can decide to terminate the adoption for any good reason.
13. Dogwatch may decide to visit the trial home during the trial period, or prior to the conclusion of the trial, to determine suitability of placement.
14. Dogwatch shall have the final approval and shall inform the adopter at the end of the month in writing that the trial period has ceased and they are successful. At the completion of the process in 7 above, the dog is considered to be "adopted".

15. Once the adoption has been approved, Dogwatch will lodge a change of legal ownership via the Council. The Adopter will need to contact their Council to confirm the same.
16. Once the dog has been adopted, Dogwatch will add the Adopter as a the “owner” contact to the dog’s microchip. Dogwatch shall remain a contact on the microchip as per the below.
17. If Dogwatch or the Adopter elects to end the adoption prior to the one-month mark due to it being unsuccessful, the Adopter will be refunded in full their adoption fee to their personal account.
18. Should the adopted dog become sick or injured as a result of any act or omission to act of the Adopter prior to the confirmation of adoption (ie. during the trial period) the Adopter is liable for any/all vet fees. Dogwatch reserves the right to uplift the dog as a result of said act or omission to act.
19. Dogwatch confirms that it has disclosed to the Adopter, prior to the trial period any medical issues known to Dogwatch or further veterinary care required (at the cost of Dogwatch or the Adopter).
20. Should any accident or illness occur during the trial period, or any unforeseen medical issues arise within the trial period, the Adopter is liable to meet any/all veterinary costs and/or expenses. If the adopter does not wish to do so, Dogwatch will terminate the trial period, uplift the dog and seek medical assistance for the dog at Dogwatch’s cost. No refund of the adoption fee shall be issued in this event.
21. The Adopter undertakes that they have considered their position and confirm they have the ability to financially provide for the dog for the duration of its life. Providing for the dog includes (but is not limited to): prompt Council registration as it falls due each year, vaccinations and provision of any medical care advised by a Vet during the life of the dog, together with the basic necessities a dog requires and inside, warm, housing.
22. The dog shall be under the care of the prospective adopter at all times during the trial period. The dog is not to be left at the home of any other person without informing Dogwatch of the need to do so.
23. During the trial, the Adopter shall maintain communication with Dogwatch to ensure that all is going well and the placement is successful.

Micro-Chipping and De-Sexing

24. All dogs are adopted out already de-sexed, vaccinated up to date, flea and worm treated (within the last 3 months), microchipped which is registered on the councils National Dog Database, and registered the local Council. In the case that it is not possible for all of the above to be completed before the dog goes on trial, Dogwatch will have informed the Adopter and have made arrangements for this to be completed at the soonest possible time.
 - 24.1. In the event that the dog has not been de-sexed before commencing the trial period, Dogwatch will stay the sole owner of the dog; for the sake of clarity dog ownership will not be transferred to the Adopter until such time as the dog has been de-sexed.
 - 24.2. Not having the dog desexed at the agreed time or refusal to have the dog desexed is a breach of this contract and Dogwatch reserves the right to uplift the dog as a result of said act or omission to act.
25. Dogwatch ensures that at the time of adoption, that the dog has received all necessary veterinary care so that it is fit for adoption.
26. If any further (non-urgent) veterinary care is required in respect of a particular dog, this will be disclosed on their adoption profile. All further vet care will be the responsibility of the Adopter.

27. Each dog is micro-chipped and added to the councils national dog database. Following adoption, the Adopter will be added to the database as the “primary contact” and the “owner” but cannot, under any circumstances, remove Dogwatch’s details from the microchip. Dogwatch will remain as an “alternate” contact and “breeder” contact on the dog’s microchip. This is not to be removed at any time. This condition is a fundamental term of adoption.

Termination / Breach of the Agreement

28. The Adopter may terminate this Agreement by notifying Dogwatch of their intention to return a dog into the care of Dogwatch. The Agreement is considered terminated once the dog has been returned to the care of Dogwatch.
29. Dogwatch may terminate this Agreement by notifying the Adopter that they require the dog to be returned into the care of Dogwatch. Reasons may or may not be given to the prospective Adopter. The Agreement is considered terminated once the dog has been returned to the care of the Trust.
30. Dogwatch reserves the right to remove any dog placed in the care of an Adopter and/or require the surrender of the dog, for any concerns relating to the welfare of the dog, skill of the Adopter, failure to follow instructions, breaches of the clauses of this Agreement and/or any other matters Dogwatch deems relevant.
31. For the sake of clarity, if an Adopter fails to meet any of the terms of this agreement, this shall constitute a breach.
32. In the event of any breach of this Agreement, Dogwatch shall uplift the dog.
33. The Adopter confirms they will not obstruct removal of the dog and/or prevent Dogwatch from uplifting the dog in any way. Refusal to allow an uplift shall result in Police intervention and the Adopter being charged with theft and ordered to pay damages to Dogwatch.
34. Dogwatch reserves the right to uplift a dog should any concerns arise in relation to welfare, mistreatment, abuse or blatant disregard for the rehoming stipulation included in this Agreement. This Clause extends throughout the duration of the life of the dog. Dogwatch maintains a relationship with Animal Control and the SPCA and shall utilise their ability to uplift in the event of the above.
35. Any decision of the Adoption Centre Manager in respect of any condition contained in this agreement is final.

I (insert adopters name), as a prospective Adopter of Dogwatch Sanctuary Trust confirm in signing my name below that I have read and understood the contents of this Adoption Agreement and I accept the terms and conditions of our Adoption Agreement and agree to be bound by them and/or any updated or subsequent Adoption Agreement and/or policies.

Signature:

Date: