



ADOPTION AGREEMENT TERMS AND CONDITIONS

For the adoption of

(insert Dog's name & Registration number)

Thank you for your interest in adopting from Dogwatch Sanctuary Trust Incorporated ("Dogwatch"), we greatly appreciate the support. In order to finalise your adoption of a rescue dog held by Dogwatch, please ensure that you have carefully read through the Terms and Conditions of this Adoption Agreement prior to signing. By signing this Adoption Agreement, you, ("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 options for rehoming the dog can be discussed and agreed.

1.1 The dog cannot be sold, advertised on social media or other websites, and/or rehomed privately, under any circumstances without Dogwatch firstly being consulted and providing approval of the process to be followed.

1.3 In the event of the death of the Adopter, Dogwatch will assist with the rehoming of the dog if a family member/friend of the deceased does not wish to home the dog. The timing of this will be subject to Dogwatch having sufficient space for the dog to be brought in 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. Dogwatch extends this obligation for the duration of the lifespan of the dog.

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 the Adopter's 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 will act in compliance 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 number of dogs able to be housed on their property and that they hold the relevant licenses (if any) required by their local council.

4.2. 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, any training resources that have been provided and any policies provided by Dogwatch. As such, the Adopter acknowledges that they are aware of their obligations and responsibilities in terms of this Agreement.

7. The dog remains in the legal ownership of Dogwatch, until such time as Dogwatch confirms in writing the permanent placement of the dog with 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 the Adopter no legal or beneficial interest in the dog until the permanent placement has been confirmed.

Adoption Fee

8. The non-refundable adoption fee is to be paid to Dogwatch prior to the dog commencing a settling and support period with the Adopter. 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 once 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 transportation 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 transportation to the Adopters location), Dogwatch must be informed immediately and given access to any/all veterinary records, notes and test results.

Settling and Support Period

12. A one month settling and support period applies to all adoptions.

13. Dogwatch may decide to visit the Adopter's home during the settling and support period to provide in-home support which will be outlined for the dog in question.

14. Dogwatch shall have the final approval and shall inform the adopter at the end of the settling and support period in writing that the settling and support period has been completed. At the completion of the process in 7 above, the dog is considered to be "adopted".

15. Once the settling and support period is complete, Dogwatch will lodge a change of legal ownership via the Council. The Adopter will need to contact their Council to confirm the same.

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 settling and support period) the Adopter is liable for any/all vet fees. In the case of negligence or wilful action/inaction on behalf of the Adopter, 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 settling and support period any medical issues known to Dogwatch or further veterinary care required. Dogwatch will confirm whether any subsequent care is at the cost of Dogwatch or the Adopter

20. Should any accident or illness occur during the settling and support period, or any unforeseen medical issues arise within this 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 settling and support 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 settling and support 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 settling and support period 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 for adoption are de-sexed, vaccinated up to date, flea and worm treated (within the last 3 months), microchipped and registered on the councils national dog database, and registered at the local Council. In the case that it is not possible for all of the above to be completed before the dog begins its settling and support period, 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 settling and support period, Dogwatch will stay the sole owner of the dog; 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, 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 council's national dog database. Following the end of the settling and support period, the Adopter will be added to the database as the "primary contact" and the "owner".

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 Dogwatch.

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. If an Adopter fails to meet any of the terms of this agreement, this shall constitute a breach.

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