

# VANCOUVER ISLAND DOGS RESCUE SOCIETY ADOPTION CONTRACT

This agreement made the day of, 2013	
Between	
hereinafter referred to as the adopter and Vancouver Island I referred to as VIDRS	Dogs Rescue Society, hereinafter
In consideration of the sum of	(\$
the covenants and obligations contained herein and other go receipt of which is hereby acknowledged, the parties hereto a	·
1. VIDRS agrees to transfers ownership of the dog known as	;
(hereinafter called the dog) and which dog is described as: Breed:	
Gender:	
Color/Markings:	
Microchip Number:	
Age:	
Tattoo Number:	

#### **Terms of Remuneration**

- 2. Upon delivery of the dog from VIDRS, adopter agrees to pay VIDRS the sum stated above. The adopter acknowledges that VIDRS is a not-for-profit society and that the amount received will be used by VIDRS for the purposes as defined by the constitution of the organization.
- 3. The adopter agrees that if he/she can no longer take care of the dog for any reason whatsoever that it will be returned to VIDRS at the expense of the adopter.
- 4. The dog shall not be sold, given to or adopted by any other person unless VIDRS has granted written approval prior to said sale, gift or adoption. The adopter agrees that violation of this covenant will result in the adopter paying all costs incurred for the retrieval of the dog to VIDRS.
- 5. The adopter agrees that under no circumstance will VIDRS return the sum stated above.

# **Treatment of Dog**

6. The adopter agrees that the dog will live as a cherished family member and only as a companion animal. The dog will not left in an inappropriate or confined space at any time when the adopter is not home. If the adopter deems it necessary, the adopter may, during the adopter's absence, confine the dog to a room such as a bedroom/kitchen of adequate size. The adopter agrees not to expose the dog to harmful objects, poisons, or other living creatures that may endanger the dog's health or life. If the adopter feels he or she must use a crate, the adopter agrees not to crate the dog for longer than 8 hours within a 24 hour period. The adopter agrees to provide a crate that will be large enough for the dog to lie comfortably on its side and kept in a comfortable area of the house.

The adopter warrants that an outside shelter, such as a doghouse, carport or shed, is not an acceptable living space for the dog, and may only be used as a temporary shelter from the weather when the dog is outside.

7. The adopter shall provide an adequate outside space for the dog's exercise, play and elimination. The term adequate is based on adopter's perception and will vary in regards to a specific dog's age, health, breed and temperament. The adopter agrees never to let the dog out unsupervised or to roam off leash except within an adequately fenced area. The adopter agrees that if they have or are to install a "Doggy Door" it must lead into an adequately fenced area.

#### **Health and Records**

8. The adopter agrees to provide the dog with adequate healthcare as recommended by a licensed veterinarian. The adopter agrees that the dog shall be monitored and adequately treated for fleas and ticks, if necessary.

The adopter agrees that VIDRS may have access to the dog's medical records at any time and the adopter agrees to notify the dog's veterinarian of this covenant at the first opportunity.

- 9. VIDRS makes no explicit or implicit guarantees in regards to the health and/or temperament of the dog. The adopter agrees to assume responsibility for the treatment of any and all existing or pre-existing conditions or any other conditions of a physical or temperament nature. VIDRS warrants that it has disclosed any and all conditions of the dog known to VIDRS at the time of adoption. The adopter assumes all responsibility for the dog in regards to all future issues including damage to property or person. The adopter saves harmless VIDRS from all claims, damages and any liability that may occur or result from the dogs behaviour, temperament or medical conditions.
- 10. VIDRS will supply the adopter with all and any health certificates in its possession. VIDRS will have provided the dog with the basic vaccines, and spaying/neutering if the age and health of the dog permit this to have occurred prior to adoption. If the dog has not been spayed or neutered prior to adoption due to the age of the dog, VIDRS will arrange a date and place where the dog will be spayed or neutered. The adopter agrees to bring to bring the dog to the appointed place and time for this procedure. VIDRS will pay for the surgery. If, at the time of adoption the dog is too young to be spayed or neutered, VIDRS will work with the adopter to make arrangements for the dog to be spayed or neutered with a veterinarian that VIDRS works if, or, if none available at a mutually agreed veterinarian hospital or clinic as soon as the dog is of a sufficient age and will pay for the procedure up to \$300.00 to have the dog spayed and up to \$200.00 to have the dog neutered. This amount will cover the cost of a microchip or tattoo as well. The adopter agrees to have the dog microchipped or tattoo at the time of spaying or neutering. Proof of these procedures must be forwarded to VIDRS by the adopter, in a timely manner. It is the responsibility of the adopter to ensure that the dog is provided with the care necessary for its good health post operatively. While VIDRS makes every effort to place only healthy animals, VIDRS does not guarantee the health of any animal and shall not be held liable for any medical expenses that may be incurred after the signing of this agreement.
- 11. The adopter agrees that grooming must be maintained to individual dog requirements at all times, with special attention to the eyes and ears to keep the dog free of irritations and infections. Nails must be kept trimmed and long coats must be brushed regularly and be kept free of debris and mats.

## **Licenses and Treatment of Dog**

12. The adopter agrees that the dog will wear at all times, a secure leather or nylon buckle or martingale collar with annual license and identification tag (displaying complete, current contact information). The adopter agrees that the dog will never wear a choke chain. VIDRS agrees that harnesses and halters are acceptable alternatives, but must be used in addition to (not instead of) a regular collar. The adopter agrees that a leash is required when the dog is not in an adequately fenced or protected area.

- 13. The adopter agrees that the dog will be a family member only and will be only trained in "working" activities for recreation purposes. The adopter agrees that the dog will never be used in or trained for fighting, or provoked to aggressive "guarding" type behaviours. The adopter agrees that the dog will attend either a session of obedience classes or a working assessment class with a trainer/behaviouralist within 3 months of adoption date, unless deemed unnecessary by VIDRS. (Training assists in the bonding process as well as helping the dog to become a member of the family that brings joy and peace to the home instead of adding chaos. Advanced training in such activities as agility, rally-O, fly ball, tracking etc. will keep your dog stimulated, in shape and socialized, which will lead to a dog that is content and respectful.) The adopter agrees to seek professional care and/or training if behavioural issues arise. The adopter agrees never to physically, emotionally or psychologically abuse the dog.
- 14. The adopter agrees that the dog will never ride loose or tied in the back of a pickup truck and further agrees that If the back of a truck is the only option, the dog must be in a crate or a harness that is secured to the truck bed. The adopter agrees that if the dog is riding in a convertible, he/she must wear a seatbelt harness. The adopter agrees that the dog shall not remain in any vehicle in warm conditions or in cold conditions. for any time.

## **Change of Address**

15. The adopter agrees to notify VIDRS of a change of address and/or change of environment that will affect the dog within two weeks of occurrence. The adopter agrees to supply VIDRS with a change of phone number and email address, if such should occur.

## Surrendering and Well-being and Existing Condition of Dog

- 16. The adopter agrees that VIDRS has the right to reclaim the dog, if, in the opinion of VIDRS, the dog is not receiving proper or humane care. Should it become necessary for VIDRS to take action to recover the dog or otherwise enforce the provisions of this agreement, the adopter will be responsible for all costs incurred by VIDRS in the process of recovering the dog including but not limited to court costs, transportation, medical expenses and any and all costs associated with reclaiming the dog.
- 17. The parties hereto acknowledge that the dog has been surrendered by private owners or animal facilities. VIDRS shall not be held liable in any way for any misrepresentations made by the original owner or organization who surrendered the dog to VIDRS.
- 18. The adopter agrees that VIDRS may make follow up visits, calls and/or emails and agrees to respond to same in a timely manner. The adopter further agrees to keep VIDRS informed of the dog's well-being.
- 19 The adopter accepts the dog as it is and assumes all risks of pet ownership, including but not limited to, injury and/or damage caused by the dog.
- 20. The adopter shall not engage in any conduct regarding animal care that will contravene any municipal, provincial or federal rule, regulation or law. The adopter also warrants that he/she has never been charged with a cruelty to animal offence.

#### Release and Indemnification

21. The adopter his or her heirs, hereby grant permission to VIDRS to use any quotation and/or photographs of me and any underage children of mine and my newly adopted dog and to allow this material to be published in, or used by, any of the media of mass communications, (including print, radio, television, electronic), or to be used in any other way without any liability on the part of the VIDRS, its agents and employees, and without any liability on the part of the photographer, and without any liability on the part of mass communications in or on which the photographs may appear or be used at any time in the future. The adopter agrees to allow VIDRS to use his/her or their photos and the photos of the adopted dog on VIDRS website and social media and any other material deemed appropriate by VIDRS all of which will be used by the society to promote adoptions

and the benefits thereby derived without further consent by VIDRS required. Any picture provided by the adopters which includes their family, friends, themselves and their children may be used by VIDRS to promote and further awareness of the society and its mission, without further consent required by VIDRS.

- 22. The adopter on behalf of his/herself, all residents, visitors, or anyone who may come in contact with the dog, the adopters heirs, personal representatives and assigns, hereby releases, discharges, indemnifies and saves harmless VANCOUVER ISLAND DOGS RESCUE SOCIETY and it's volunteers, staff and board of directors from any and all claims, causes of action and demands of any nature, whether known or unknown, arising out of or in connection with this adoption.
- 23. Time shall be of the essence of this agreement and each and every provision contained herein.
- 24. Should any provision or clause in this agreement be found to be not valid or enforceable at law, such provision shall be severed from this agreement with the remaining provisions remaining in full force and effect and binding upon the parties hereto.

Signed this day of	, 2013		
Adopter Signature(s):		Witness Signature:	
Adopter Printed Name		Witness Printed Name	)
Adopter Address:		Witness Address:	
Home Phone:	_		
Work Phone:	_		
Cell Phone:	_		
Adopter Driver's License(s):			
VANCOUVER ISLAND DOGS RES	CUE SOCI	ETY	
per:			(corporate seal)
per:			