

## FOSTER CARER TO BECOME ADOPTER OF FOSTER DOG – APPLICATION OF ADOPTION:

**Instructions:** Now that you have decided to adopt your foster dog, please review the Adopter Agreement, sign where indicated at the end and return this Agreement either via email to us at [contact@nzchihuahuarescue.co.nz](mailto:contact@nzchihuahuarescue.co.nz) or PO Box 20579, Christchurch 8543. The adoption fee should be forwarded to the NZ Chihuahua Recue Trust Account: 03-0823-0074502-000 using the dog's name and your name as references. Please confirm once you have done so.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

\* Please see foster application form in database for personal details of foster carer, turned adopter.

Thank you for your interest in adopting from the New Zealand Chihuahua Rescue, we greatly appreciate the support. In order to be considered for the adoption of a rescue dog held by the New Zealand Chihuahua Rescue Trust (“The Trust”), 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. The Trust is to be notified immediately and the dog returned into the care of the Trust, regardless of the amount of time that has passed.
  - 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. Should the Adopter do so, the Trust will immediately organise for the uplift of the dog concerned. This is a fundamental term of adoption from our Rescue.
  - 1.2 The Trust owe an obligation to the dog for the duration of its life. The Trust agrees to accept back ex-trust dogs, regardless of the amount of time that may have passed since the initial adoption. 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 the Trust. Consent by the Trust shall not be unreasonably withheld.
2. By applying to the Trust, 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 the Trust and informed the Trust of any information that may be relevant to their application for adoption.
  - 2.2 Should the Trust 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. The Trust 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. The Trust takes no responsibility for ensuring the Adopter has the required licensing for their property and amount of dogs. The Trust 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 Trust (ie. Trustees or Trust Vet) in respect of the dog they choose to adopt.
  - 5.1. The Adopter agrees to complete any necessary medical treatment advised by the trust 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 the trust. 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 The Trust, until such time as The Trust determines the permanent placement of the dog. You acknowledge that the Trust is the sole owner of the dog and retains all ownership and rights to the dog until the adoption process has been officially concluded and a letter is received informing you that you are the chosen Adopter and 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. The Trust shall remain the legal owner of the dog until legal ownership is formally transferred.

### Application Process

- 8** The Adopter is to return the application form to the email below, together with any required evidence from a landlord before they may be considered. The information on the forms will be retained by The Trust.
- 9** The Trust reserves the right to approve or decline any Adopter at any stage of the process. No reasoning will be entered into.
- 10** Do not contact foster carers personally by phone, text, email or private message. All communications, updates etc are to be via the Trust email ([contact@nzchihuahuarescue.co.nz](mailto:contact@nzchihuahuarescue.co.nz)) unless the foster carer emails or calls you in relation to scheduling a meet and greet.
- 11** Do not share the contact details of team members if given to you for any reason, or if it is noted in Council, NZCAR documentation provided to you. The rescue has a website and email for communications with the public. We do not have a public phone number and all phone numbers are private details of our team members.
- 12** Adoption of a dog by the foster carer is covered by the foster application and Agreement. The foster will need to sign an Adoption Agreement (no need to fill out the personal details section) and pay the fee within 1 week of written confirmation that the foster carer is accepted to adopt the dog.

#### **All Information Supplied to the Trust to be True and Correct**

- 13** The Trust relies upon information given by the Adopter in order to make decisions about whether or not they are deemed suitable to Adopt a Trust dog. As a result, all information submitted must be true and correct.
- 14** By submitting this form to The Trust for consideration, the Adopter confirms that all information supplied is true and correct to the best of their knowledge and belief.
- 15** The Adopter confirms that they have no pending charges or prior convictions related to animal cruelty and are not banned from owning any animal. They submit to a legal check of the same.
- 16** The personal information on the adoption forms will be retained by The Trust and may be shared with other team members or official agencies (ie. the vet, Council etc.) and/or other parties relevant to the care of the dog.
- 17** The Adopter agrees that the Trust can make any such inquiries as to the validity of any information contained in this Adoption agreement, at their discretion. For the sake of clarity, dishonest information during the application process is a breach of the Agreement. If the Trust becomes aware of incorrect information, an immediate uplift shall result.

#### **Adoption Fee**

- 18** The non-refundable adoption fee is to be paid prior to the dog going on trial into the trust account. For the sake of clarity, the dog will not be released into the care of any prospective adopter until this fee (and any flight bond applicable) has been paid.
- 19** Failure to pay the adoption fee will constitute a breach of this Agreement and removal of the dog.
- 20** Applying to The Trust to become an Adopter does not create an obligation on The Trust to supply the Adopter with a dog.
- 21** The adoption handbook shall be deemed to form additional terms of this Agreement. If you do not have a copy of this handbook, please download from our website "adoptions" tab at [www.nzchihuahuarescue.co.nz](http://www.nzchihuahuarescue.co.nz)
- 22** The decision of The Trust is final.

#### **Out of Town Adoptions**

- 23** The Trust is based in Canterbury, New Zealand but does adopt to various locations in New Zealand. We do not adopt outside of New Zealand.
- 24** The prospective adopter is to forward the signed application form, together with clear pictures of their home and property. Pictures should include all boundaries, access-ways to the property, fencing and general view of the areas the dog has access to (to confirm no hazards or safety issues are present)
- 25** The Trust shall organise for a member of another rescue or animal welfare agency to make contact with the prospective Adopter. A home check shall then be conducted at the location of the Adopter to confirm the property is safe.
  - 24.1.** The prospective Adopter agrees to make any amendments required to the property prior to attending the meet and greet with the dog. The Adopter will then send updated pictures to the Trust to show that the safety issues have been remedied.
- 26** For prospective adopters that are not located in Canterbury, they will need to agree to travel to meet the dog while it is in foster care at the location it is residing.
  - 25.1.** Prospective adopters are to meet the costs associated with travel to the meet and greet location. The trust shall not be responsible for the same or make any reimbursements.

- 27** Assuming the meet and greet is a success, the prospective adopter will deposit the full adoption fee, plus a “flight bond” into the trust account prior to the dog being given for trial.
- 26.1.** The dog shall not be released without the deposit.
- 26.2.** The flight bond shall be used in the event that the dog is not successful on trial and needs to be flown back into trust care. Flight bond comprises of: crate hire fees (if applicable), crate flight fees to location of dog, flight fees for the dog back to Canterbury.
- 26.3.** The flight bond shall be refunded to the bank account of the adopter upon confirmation of a successful trial.
- 28** If selected for a trial, the Adopter agrees to meet the expenses of the dog’s flight to their location and/or any crate required for travel. The Adopter shall organise for the dog to travel to them accordingly. The trust shall not be responsible for the same or make any reimbursements in respect of dog travel.
- 29** 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 that it is flown out of Canterbury. If any accident occurs or illness arises (including during the flight 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. The Trust may require the dog be returned to their care (at the cost of the Adopter) as per the below.
- 30** Should the dog become ill or suffer an accident (including during the flight to the Adopters location), the Trust must be informed immediately and given access to any/all veterinary records, notes and test results. The Trust shall have the right to direct that the flight bond be utilised to return the dog into care. In this event, the adoption shall be terminated and the trust shall retain the dog.
- 31** All decisions of the Trustees of the Trust are final. By applying to the Trust and agreeing to taking a Trust dog on trial, the prospective adopter agrees to be bound by the terms of this Agreement completely.

#### **Trial Period**

- ~~**32** 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, the Trust or the Adopter can decide to terminate the adoption for any good reason.~~
- ~~**33** The Trustees may decide to visit the trial home during the trial period, or prior to the conclusion of the trial, to determine suitability of placement.~~
- ~~**34** The Trust 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 this point the dog is considered to be “adopted”.~~
- ~~**34.2** Once the dog has been adopted, the Trust will lodge a change of legal ownership via the Council. The Adopter will need to contact their Council to confirm the same.~~
- ~~**34.3** Once the dog has been adopted, the Trust will add the Adopter as a the “owner” contact to the dog’s microchip. The Managing Trustee shall remain a contact on the microchip as per the below.~~
- ~~**35** If the Trust 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. Regardless of whether they are in Canterbury or out of town.~~
- ~~**36** 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. The trust reserves the right to uplift the dog as a result of said act or omission to act.~~
- ~~**37** The Trust confirms that it has disclosed to the Adopter, prior to the trial period any medical issues known to the Trust or further veterinary care required (at the cost of the Adopter).~~
- ~~**38** 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, the Trust will terminate the trial period, uplift the dog and seek medical assistance for the dog at the Trusts’ cost. No refund of the adoption fee shall be issued in this event.~~
- 39** 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.
- ~~**40** 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 the Trust of the need to do so.~~
- ~~**41** During the trial, the Adopter shall maintain communication with the Trust to ensure that all is going well and the placement is successful.~~

### Micro-Chipping and De-Sexing

- 42 All dogs are adopted out: de-sexed, vaccinated up to date, flea and worm treated (within the last 3 months), micro-chipped, registered with the NZ Companion Animal Register, and registered the local Council.
- 43 The Trust ensures that at the time of adoption, any necessary blood-work, dental work or other medical care has been completed and the dog is fit for adoption.
- 44 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 will be the responsibility of the Adopter.
- 45 Each dog is micro-chipped and added to the New Zealand Companion Animal Register. Following adoption, the Adopter will be added to the database as the "primary contact" and the "owner" but cannot, under any circumstances, remove the Trust's details from the microchip. The Trust (or Managing Trustee of the Trust) 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

- 46 The Adopter may terminate this Agreement by notifying the Trust of their intention to return a dog into the care of the Trust. The Agreement is considered terminated once the dog has been returned to the care of the Trust.
- 47 The Trust may terminate this Agreement by notifying the Adopter that they require the dog to be returned into the care of the Trust. 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.
- 48 The Trust 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 the trust deems relevant.
- 49 For the sake of clarity, if an Adopter fails to meet any of the terms of this agreement, this shall constitute a breach.
- 50 In the event of any breach of this Agreement, the Trust shall uplift the dog.
- 51 The Adopter confirms they will not obstruct removal of the dog and/or prevent the trust 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 the Trust.
- 52 The Trust 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. The trust maintains a relationship with Animal Control and the SPCA and shall utilise their ability to uplift in the event of the above.

Please read through the above Adoption Agreement and contact us if you have any queries. Then sign your name (or type your name in the box below in replacement of your signature) and tick the box below to confirm that you have read and understood the contents of the above, you accept the terms of our Adoption Agreement and agree to be bound by them and/or any updated or subsequent Adoption Agreement and/or policies.

Yes – I have read the above terms and I agree to be bound by the same (please tick)

Signed by: \_\_\_\_\_

Name: \_\_\_\_\_ (your name)

Former foster, now "Adopter" of: \_\_\_\_\_ (dogs name) for the New Zealand Chihuahua Rescue Trust

Dated: \_\_\_\_\_