

ADOPTION AGREEMENT WITH NEW ZEALAND CHIHUAHUA RESCUE

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. Dogs are a lifelong commitment and we expect that all adopters have considered their ongoing and financial needs/costs. You must also consider care of the dog if you go on holiday, move, fall ill, enter care or pass away.
 - 1.1 Our goal is to rehome dogs to a family, for the duration of their life. This is a consideration when we select their Adopter. We do not "lease dogs" for periods of time to owners needing companions. We adopt dogs out expecting that they are your forever pet. It is the responsibility of the Adopter to ensure they can commit to the dog for life and plan accordingly. If you cannot do so, please do not apply.
 - 1.2 As part of your application, we ask you to consider a family member or friend who could assist you caring for the dog if need be. You must discuss this with them and ensure they give consent. This is particularly essential for senior adopters, we cannot adopt to anyone who has no plan in place in the event they cannot care for their new dog, that would be irresponsible.
 - 1.3 The Trust has limited foster placements at any one time and you should not expect NZCR to be available in the event of the above. If this is the case, you should not proceed with an application for adoption.
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.
 - 1.2 Should the Trust become aware of information to the contrary, this shall be deemed a breach of the Agreement.
 - 1.3 The Adopter agrees and consents to this application being shared with contacts or team members of New Zealand Chihuahua Rescue (for example: foster carers, trustees, or any organisation the trust is legally compelled to provide this information to).
2. The Adopter undertakes that they have no pending charges or prior convictions related to animal cruelty. The Adopter has never owned an animal that has been confiscated by any agency for violations of any laws, regulations or animal adoption agreements.
3. The Trust expects that all Adopters are compliant with their local Council bylaws in respect of their personal dogs and licencing requirements. It is the responsibility of the Adopter to ensure this is the case.
 - 3.1. The Adopter acknowledge it is their sole obligation to have confirmed with their local council their requirements for the amount of dogs able to be housed on their property and hold the licenses required by their local council.
 - 3.2. The Trust takes no responsibility for ensuring the Adopter has required licencing, or any fees issued by any Authority as a result of non-compliance. The Trust must pass on any details of Adopters to councils needed.
4. The welfare of the dog is paramount. Accordingly, the Adopter undertakes that they will apply any medical, behavioral, 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. The Adopter will follow all recommendations regarding the care and welfare of the dog.
 - 4.1. The Adopter agrees to complete any medical treatment advised by the Trust prior to adoption (if any) as being outstanding, as soon as practicable and/or as it falls due. They shall provide records from a vet confirming the same.

5 The Adopter acknowledges that by signing this Agreement, they are expected to, and have read all adoption documentation, (provided by the Trust, or made available as an adopter resource via the official website. This includes this Agreement and any Adoption Manual.

The Adopter agrees that they have been given the full opportunity to read query their noted obligations and responsibilities as recorded in terms of this Agreement or Manual. Including any liability with respect to any costs.

6 The dog remains the property of The Trust, until such time as The Trust determines the permanent placement of the dog and declares them "adopted" by written letter or email. 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 communication is received informing you of adoption, and the Council transfer initiated by NZCR. The dog being in the possession of a prospective adopter on trial, without confirmation of adoption, gives that person no legal or beneficial interest in the dog until adopted officially as above. The Trust shall remain the legal owner of the dog until legal ownership is formally transferred by NZCR (not the adopter).

7 The Adopter undertakes that they have considered and can confirm they have the ability to financially provide for the dog for the duration of its life. Including (but 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 indoors housing.

8 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, while on trial.

9 During the trial, the Adopter shall maintain communication with the Trust to ensure that all is going well, and the placement is successful. The Adopter will also notify the trust immediately of any issues, behaviour or medical concerns, as soon as possible via email to the official trust email. Not to the foster parent directly, this is not deemed official notice.

Application Process

10 The Adopter is to return the adoption application, together with any required enclosures or letters from a landlord before they may be considered. The information on the forms will be retained by The Trust until disposed of.

11 The Trust reserves the right to approve or decline any Adopter at any stage of the process. No reasoning will be entered into. Any prospective adopter attempting to bully, harass or threaten a NZCR volunteer will be permanently banned.

12 Do not contact foster carers personally (phone, text, email or private message). All communications, updates etc are to be via the Trust email (contact@nzchihuahuarescue.co.nz) Even if the foster parent has once emailed or called in relation to scheduling a meet and greet, for their ease. This is not the official trust communication line. 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.

13 You agree to not use any contact details of team members, foster parents or former owner if any details are left by error in vet records, Council, NZCAR or other documentation provided to you as owner of the dog.

14 Adoption of a dog by the foster carer is covered by the foster application and Agreement.

All Information Supplied to the Trust to be True and Correct

15 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.

16 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.

- 17 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.
- 18 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.
- 19 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

- 20 The 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 costs applicable) have been paid.
- 21 Failure to pay the adoption fee will constitute a breach of this Agreement and removal of the dog.
- 22 Applying to The Trust to become an Adopter does not create an obligation on The Trust to supply the Adopter with a dog.
- 23 The adoption manual shall be deemed to form additional terms of this Agreement. If you do not have a copy of this please inform us immediately and request a copy.
- 24 The decision of The Trust is final.
- 25 If the Adopter does not feel the dog is suitable, they must inform the Managing Trustee immediately. The dog and all items may be required to be returned to the Trust and any medical or transport costs resulting met by the Adopter.

Out of Town Adoptions

- 26 The Trust is based in Canterbury, New Zealand and will only adopt to various locations in New Zealand at the effort and expense of the adopter. We do not adopt outside of New Zealand.
- 27 The prospective adopter is to forward the 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)
- 28 The Trust shall organise a home check sh at the location of the Adopter to confirm the property is safe.
 - 28.1. 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.
- 29 For prospective adopters that are not located in Canterbury, they must travel to meet the dog while it is in foster care at the location it is residing.
 - 29.1. Prospective adopters meet their own costs associated with travel. The trust shall not be responsible for the same or make any reimbursements on account of an adopter wishing to meet a NZCR dog in Canterbury.
- 30 Assuming the meet and greet is a success, the prospective adopter will deposit the full adoption fee, plus any travel costs into the trust account prior to the dog being given for trial.
 - 30.1. The dog shall not be released without the full deposit.

30.2. The adoption fee is used in the event that the dog is not successful on trial and needs to be flown back into trust care. In this event, any surplus costs are invoiced to the Adopter who will need to meet the same. The Tcharity cannot meet additional costs required as a result of adopters choosing to adopt from us from a distance (or return costs).

- 31** If selected for a trial, the Adopter agrees to meet the expenses of the dog's flight to their location and/or any crate or other expenses that are required for travel. The Adopter shall organize travel in conjunction with the team members and their availability.
- 32** The prospective adopter is responsible for all medical costs of the dog **from the moment that it is flown out of Canterbury**. No exceptions. 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 shall use the fee deposited by the Adopter for the vet care and return of the dog into trust care. In this event, there will be no reimbursement of the fee.
- 33** 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 adoption is terminated.
- 34** 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

- 35** 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. It is expected that the Adopters are already committed to the dog from the date of the trial. This trial should be thought of as a final tick, merely to ensure that the other circumstances are fitting, and any issues identified for further work by the Adopter. During this period, the Trust or the Adopter can decide to terminate the adoption.
- 36** 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.
- 37** 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".
- 37.1** 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.
- 37.2** 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.
- 38** If the Trust or the Adopter elects to end the adoption prior to the one-month mark due to it being unsuccessful in terms of the dog fitting in with their circumstances, the Adopter may be refunded part of the adoption fee to their personal account.. See above if there are medical or transport costs to be met (covered in other parts of this Agreement).

Medical Care while on Trial

- 39** The Trust confirms that it has disclosed on the dog's public adoption profile, any ongoing medical issues known to the Trust or further veterinary care required (at the cost of the Adopter). If the Adopter is selected for a dog and offered a trial, they can choose to request the vet history for the dog, either pre-or-post trial, should they wish to do so, by contacting the trust via email.

- 40** The Trust will only cover pre-agreed (in writing) vet bills during the course of a trial. All vet appointments required under this are discussed with our Managing Trustee. Anything outside this provision will not be covered.
- 41** Until the adoption is confirmed, the dog is cared for at the Trust's nominated vet practice(s). See the Adoption Manual for the details of the vet. If an appointment (ie. routine but not anticipated prior, emergency or as a result of an accident) is needed while the dog is on trial, the adopter will take the dog, and meet the costs. But inform the Trust once able.
- 42** 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. No refund of the adoption fee shall be issued in this event.
- 43** In the event of any accident or illness, the trust reserves the right to uplift the dog. This also applies to any failure of the Adopter to comply with the care directions and instructions issued by our team for the dog resulting in an accident or illness. In this event, The Adopter is liable for any/all medical or transport costs and the adoption fee will not be refunded.
- 43.1.** In order to determine whether an act or omission is the fault of the adopter, the Trust's vet shall examine the dog and determine whether there has been an act or omission causing the sickness or injury.

Micro-Chipping and De-Sexing

- 44** 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 with the local Council.
- 45** 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 signed off by the vet as fit for adoption.
- 46** 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, unless agreed with the Trust prior in writing.
- 47** 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

- 48** The Adopter may terminate this Agreement by notifying the Trust of their intention to return a dog into the care of the Trust.
- 49** The Trust may terminate this Agreement by notifying the Adopter that they require the dog to be returned into the care of the Trust.
- 50** 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.
- 51** For the sake of clarity, if an Adopter fails to meet any of the terms of this agreement, this shall constitute a breach.

- 52** In the event of any breach of this Agreement, the Trust shall uplift the dog.
- 53** 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, including legal costs or any other expenses necessary to recover the dog.
- 54** If the dog is uplifted by the Trust, the adoption fee will be forfeited at the discretion of the trust and may be used to meet travel or medical costs (as outlined above).
- 55** 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 retain a copy for your reference. Please contact us on contact@nzchihuahuarescue.co.nz if you have any queries, prior to signing the Agreement.

By signing and submitting the Adoption Application you confirm you have read and understood the above conditions, accept the terms and agree to be bound them and/or any updated or subsequent Agreement.