



ADOPTER'S COPY
 POUND RESCUE'S COPY

ADOPTION CONTRACT

THIS AGREEMENT has been entered into as of the _____ day of _____ 20_____

between: **POUND RESCUE**, a registered charity organized under the laws of the Province of Alberta and having its head office in the City of Okotoks, in the Province of Alberta ("**POUND RESCUE**"), and

_____, an individual resident in the City of _____

in the Province of _____ (the "Adopter")

WHEREAS:

- a) the Adopter wishes to adopt the animal described below ("the Adoptee") pursuant to the terms and conditions set out herein;
- b) **POUND RESCUE** wishes to allow the Adopter to adopt the Adoptee pursuant to the terms and conditions set out herein;
- c) the Adopter and **POUND RESCUE** have agreed to enter into this Agreement evidencing their intention that the Adopter and **POUND RESCUE**'s relationship, as it relates to the Adoptee, be governed by the terms and conditions set out herein.

NOW THEREFORE, in consideration of these premises and for good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto hereby agree as set forth below.

1. Adoptee

The Adoptee is a: Male OR Female DOG OR CAT

ANIMAL'S NAME: _____

Age (estimated) or DOB: _____

Breed: _____

Color / Markings: _____

Tattoo #: _____

Microchip ID#: _____

Other Medical Information: (ie. vaccinations etc.): _____

2. Adoption

The Adopter has paid **POUND RESCUE**, an administration and adoption fee (the “Fee”) of \$ _____, representing the total consideration payable in respect of this Agreement. The fee is non-refundable, even in the event the animal is returned for any reason.

3. Adopter’s Representations, Warranties and Covenants

The Adopter does hereby represents and warrants to and covenants with **POUND RESCUE** (and acknowledges that **POUND RESCUE** is relying on such representations, warranties and covenants) as follows:

(a) the Adopter’s personal information is as follows:

Full Name: _____

Home Address: _____

Business Address: _____

Phone: _____(res) _____(cell)

Driver’s Licence: _____

Email: _____

Emergency Contact (person not living in your residence):

Name: _____ Relation: _____

Address: _____

Phone number: _____

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- (b) the Adoptee will reside with the Adopter in the Adopter's home [*revise and initial if not applicable*];
 - (c) the Adoptee will wear identification tags at all times;
 - (d) the Adoptee will be a companion animal; for greater certainty, the Adoptee will not be employed as a work animal in any capacity, including but not limited to being a guard animal, fighting animal, hunting animal or racing animal, without the prior express written consent of **POUND RESCUE**, such consent to be entirely within the discretion of **POUND RESCUE**;
 - (e) the Adoptee shall be exercised and played with on a regular basis; for greater certainty, the Adopter agrees that the Adoptee, if a dog, shall be walked at least 2 times per day and will otherwise be given the opportunity for human and animal interaction, as appropriate;
 - (f) the Adoptee shall be trained and/or taken to obedience training, if required;
 - (g) the Adoptee shall not be chained, caged or otherwise restrained or impeded (including, but not limited to, a dog run or crate) for any significant amount of time;
 - (h) the Adoptee shall not be placed in the back of a moving truck;
 - (i) the Adopter will not harm the Adoptee in any way, whether mentally or physically and shall at all times, ensure the wellbeing of the Adoptee, to the greatest extent possible;
 - (j) the Adoptee will not be physically altered in any way, unless medically necessary to preserve the health of the Adoptee, including that if the Adoptee is a cat, it will not be de-clawed;
 - (k) the Adopter shall never give away or sell the Adoptee to any other party, without the prior express written consent of **POUND RESCUE**, such consent to be entirely within the discretion of **POUND RESCUE**, permission may be given to rehome, or more time requested to find space;
 - (l) if the Adopter is unable to continue to care for the Adoptee and/or is unable to meet the ongoing obligations hereunder, the Adopter will immediately notify **POUND RESCUE**, in writing, of same and shall allow **POUND RESCUE** up to 21 days to claim or re-possess the Adoptee from the Adopter;
 - (m) if the Adopter breaches any condition of the Agreement, **POUND RESCUE** shall be entitled, immediately after giving written notice to the Adopter, to claim or re-possess the Adoptee from the Adopter;
 - (n) if the Adoptee is missing for greater than 24 hours (or in the case of barn cats, greater than 7 days), the Adopter shall immediately notify **POUND RESCUE** of same;
 - (o) **POUND RESCUE** shall have the right to contact the Adopter to ensure the wellbeing of the Adoptee and may visit the Adoptee in the Adopter's home for such purpose;
 - (p) If the Adoptee is brought to Calgary Animal Services, the Humane Society or any other analogous or similar organization, the Adopter, if aware of the foregoing, or **POUND RESCUE**, as the case may be, shall retrieve the Adoptee from said organization forthwith and the costs of the same, if any, shall be borne by the Adopter; and
 - (q) The Adopter agrees and acknowledges that it is aware of the characteristics of the animal including the representations and warranties set out in section 4 hereof and agrees to be bound by the terms of this agreement.
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4. Adopter's Representations and Warranties

POUND RESCUE does hereby represents and warrants to the Adopter (and acknowledges that the Adopter is relying on such representations and warranties) as follows:

- (a) the Adoptee is an abandoned stray animal and may therefore have little or no training and may not be properly house trained or litter trained;
 - (b) *POUND RESCUE* makes no representation or warranty regarding the health, temperament or training of the Adoptee; and
 - (c) *POUND RESCUE* is adopting the Adoptee to the Adopter in good faith, based on the representations, warranties and covenants of the Adopter and the other terms and conditions hereof.
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5. Indemnity and Release from Liability

The Adopter agrees that the above representations, warranties, covenants and acknowledgements made in this Agreement are made with the intent that they may be relied upon by *POUND RESCUE* in determining the suitability of the Adopter to adopt the Adoptee and will be true and correct both as of the execution of this Agreement and will survive the adoption of the adoptee. The Adopter agrees to indemnify and hold harmless *POUND RESCUE* and its directors, officers, employees, advisors, affiliates, shareholders, partners and agents from and against any and all loss, liability, claim, damage and expense whatsoever including, but not limited to, any fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation, administrative proceedings or investigation or warranty of the Adopter contained herein or in any document furnished by the Adopter to *POUND RESCUE* in connection herewith being untrue in any material respect or any breach or failure by the Adopter to comply with any covenant or agreement made by the Adopter herein or in any document furnished by the Adopter to *POUND RESCUE* in connection herewith. The Adopter undertakes to immediately notify *POUND RESCUE*, in writing, of any change in any statement or other information relating to the Adopter set forth herein.

6. Enforcement

The Adopter agrees that if the Adopter breaches any condition of the Agreement, *POUND RESCUE* may pursue any and all options in order to claim and re-possess the Adoptee from the Adopter, whether by court order, injunction or otherwise and that the costs of enforcing this agreement in light of any such breach shall be borne by the Adopter.

Notices

Any notice or other communication to be given hereunder shall, in the case of notice to be given to *POUND RESCUE*, be addressed to:

POUND RESCUE

Box 118

Aldersyde, AB T0L 0A0

and, in the case of notice to be given to the Adopter, be addressed to: _____

Attention: _____

or to such other address as the party may designate by notice given to the other. Each communication shall be personally delivered to the addressee or sent by e-mail to the addressee, and:

- (a) a communication which is personally delivered shall, if delivered before 2:00 p.m. (local time) on a Business Day (i.e. a day that is not a Saturday, Sunday or Statutory Holiday in Alberta), be deemed to be given and received on that day and, in any other case deemed to be given and received on the first Business Day following the day on which it is delivered; and
- (b) a communication which is sent by e-mail shall, if sent on a Business Day before 2:00 p.m. (local time), be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is sent.

If the foregoing is in accordance with your understanding and is agreed to by you, please confirm your acceptance by signing below.

POUND RESCUE

Per: _____

Representative of Pound Rescue

ACCEPTED AND AGREED TO:

ADOPTER _____

Witness _____