



*Dog Speed Animal Rescue*

### **ADOPTION AGREEMENT**

IN CONSIDERATION of the promises and mutual covenants contained in this Agreement, the parties to this Agreement promise and agree as follows:

1. The parties to this Agreement are the Adopter who is described on page 3 hereto, and Dog Speed Animal Rescue & Transport Society, hereinafter referred to as "the Adopter" and "Dog Speed", respectively. The "Adopted Animal" is the animal described on page 3 hereto.
2. Dog Speed gives the Adopted Animal to the Adopter and the Adopter accepts the Adopted Animal under the conditions set out in this Agreement.
3. The Adopted Animal shall be kept in the custody and possession of the Adopter at all times. Any proposed changes of custody or possession of the Adopted Animal, whether by sale, loan, gift or in any other manner must be approved in writing by Dog Speed. The Adopter acknowledges that the attempted transfer of the Adopted Animal in any manner not permitted by this Agreement shall be void and of no effect and the conveyance of the Adopted Animal hereunder shall be revoked and title to the Adopted Animal shall forthwith rest with Dog Speed.
4. The Adopter acknowledges that Dog Speed has invested considerable time, emotion and money in obtaining, vetting, care-giving, and delivering the Adopted Animal to the Adopter; in the event of breach of this Agreement by the Adopter, the Adopter shall be liable to a claim by Dog Speed in an amount which shall include all such costs and expenses together with such other damages as a Court of competent jurisdiction may deem just and fair in all the circumstances.
5. Once the Adopter assumes custody of the Adopted Animal, the Adopter shall be liable for all and any damages of any kind whatsoever that may be caused or in any way contributed to by the Adopted Animal. The Adopter hereby releases and forever discharges Dog Speed from all and any actions, causes of actions, claims and demands for damages, loss or injury, however so arising, and from any liability or claims for liability whatsoever, including any veterinary medical conditions that may arise thereafter related to the Adopted Animal.
6. Upon reasonable notice, Dog Speed or its agent may inspect the Adopted Animal on the Adopter's property. If the Adopter refuses to allow Dog Speed or its agent to inspect the Adopted Animal, or if conditions under which the said animal is being kept are not considered satisfactory by Dog Speed, in its sole discretion, Dog Speed may repossess the Adopted Animal for re-adoption. The parties must inform each other in writing of any change in address or telephone number.
7. The Adopter will not euthanize or make plans for the euthanasia of the Adopted Animal without the prior written consent of Dog Speed. The Adopter may euthanize without Dog Speed's consent only if the Adopted Animal is in such dire medical pain and suffering that delaying would cause undue suffering by the Adopted Animal and a competent vet has recommended euthanasia.



*Dog Speed Animal Rescue*

8. The Adopter shall ensure a dog tag providing current address and telephone number is worn on the Adopted Animal's collar at all times. Should the Adopted Animal become lost, the Adopter agrees to make an immediate effort to find it, and to notify at once the following organizations:
  - **Dog Speed** (to help search, suggestions & connections with lost dog postings);
  - **Local Animal Control** (incase they pick up the animal running at-large or someone takes it there);
  - **Police Services** (people often call them to report animal running at-large and police can keep an eye out for the animal if you provide a description);
  - **Local shelters/Humane Society/SPCA** (incase someone takes animal there); and
  - **Microchip company - see page 3 below for details** (they can add a lost report for that chip number incase a vet or shelter scans for a microchip if animal is turned in).
9. The Adopter shall not have the Adopted Animal's microchip removed and both parties agree to contact the microchip company with telephone, address and emergency contact updates immediately upon this information changing. Dog Speed shall remain as the primary contact and the Adopter shall remain as the secondary contact on the microchip documentation filed with the microchip company for as long as the Adopter has custody and possession of the Adopted Animal.
10. The Adopter agrees not to, under any circumstances, dock the tail, crop the ears, declaw, de-vocalize or provide or cause to provide any other cosmetic or unnecessary surgical procedure to the Adopted Animal.
11. The Adopter agrees to pay the adoption fee for the Adopted Animal and understands that reimbursement of all or part of this fee is at the sole discretion of Dog Speed.
12. The Adopter guarantees no one in this household is affiliated in any way with dog fighting or any other forms of animal cruelty and that the Adopted Animal will not be exposed to any type of dog fighting, racing or other cruel activities, nor be used for medical research, attack/guard dog purposes and/or breeding purposes (if for some reason the dog was not spayed/ neutered as per Dog Speed's usual policy), and that the Adopted Animal will never be kept chained or tied up unless it is an emergency.
13. This Agreement shall be effective and binding upon the Adopter's heirs, next of kin, executors, administrators, assigns and representatives, in the event of Adopter's death or incapacity.
14. This Agreement and any rights, duties, obligation and/or litigation as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction.
15. The Adopter further agrees to bring the Adopted Dog to Graham Animal Hospital for a follow-up examination in six month's time from the adoption date and Dog Speed agrees to pay for this examination.

The intention of these provisions is to create a legally-binding contract that ensures the Adopted Animal is owned as set forth herein with the essential provision that the Adopter



*Dog Speed Animal Rescue*

must return the Adopted Animal with full ownership rights back to Dog Speed if unable to keep or provide care to the standards set forth herein.

**Description of Adopted Animal:**

Animal's Name: \_\_\_\_\_

Species: Canine / Feline / Other: \_\_\_\_\_ Breed: \_\_\_\_\_

Sex: M / F Spayed/Neutered: YES / NO DOB/Age: \_\_\_\_\_

Colour/Markings: \_\_\_\_\_

Microchip Company: \_\_\_\_\_ No: \_\_\_\_\_

This Agreement made in the City of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Adopter(s) (print)

\_\_\_\_\_  
Dog Speed (print)

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City/Prov./Postal Code

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
I.D. (i.e. Driver's License #)