



Adora-Bull Terrier Rescue and Rehabilitation - Dog Adoption Agreement

Dog's Details

Dog's name	Breed
Color and description	
Sex	DOB
Spayed / Neutered	Medical Records given?
Microchip number	

Adopter's Details

Adopter's name	
Address	
(where dog will be kept)	
Home phone	Work phone
Cell Phone	E-mail

The Adopter confirms that all information provided during the entire adoption process and thereafter as well as information provided in this agreement is true and correct to the best of the Adopter's information and belief. Any false information or misrepresentations of the truth provided by the Adopter during the entire adoption process preceding, including and succeeding this agreement, i.e. all forms of correspondence/communication with ANY Adora-bull representative, including but not limited to e-mails, social media communications, telephonic conversations, personal meetings and all other communication platforms or mediums as well as false information or misrepresentations of the truth presented by the Adopter on any official Adora-bull documentation, including but not limited to the adoption application, sterilization contracts, adoption contracts and false information provided during home inspections or follow up visits and/or follow up correspondence, will result in possible legal action being taken against the Adopter in any competent court in the RSA, as well as the immediate termination of this agreement and the confiscation of the adopted dog, without notice and at the discretion of Adora-bull.



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Ref: **Rescue**



Adora-Bull Terrier Rescue and Rehabilitation and the Adopter wish to enter into this agreement to provide the adopted dog with a suitable forever home.

The parties to this agreement are:

Full names and surname

(ID NUMBER: _____)

(Hereinafter referred to as "the adopter"); and

Adora-Bull Terrier Rescue and Rehabilitation (Registration No 2009/015936/08)

Represented by _____ duly authorised

Hereto (hereinafter referred to as "Adora-Bull")

1. **Return Policy:**

- 1.1 **The Adopter agrees that if he or she is unwilling or unable to care for the dog for its entire lifetime, he or she will immediately contact Adora-Bull to notify the rescue of the intent to return the adopted dog(s). The Adopter will allow a reasonable time limit for Adora-bull to make arrangements for the dog to be received back into the care of the rescue. The Adopter acknowledges that kennel space is not always readily available and will keep the adopted animal(s) within his/her care until such time as arrangements, suitable to that of the rescue, can be made. The return of the dog to a location or person specified by Adora-Bull will be the responsibility of the Adopter.**
- 1.2 The Adopter understands that he or she is responsible for the care of the animal until he or she has delivered it to Adora-Bull or their designated agent, and will do everything within his or her power to safely return the animal.
- 1.3 The Adopter agrees that in the event that he or she finds a suitable alternative home for the animal, he or she will:
 - 1.3.1 Immediately contact Adora-Bull with the name, address and phone number of the proposed new adopter.



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- 1.3.2 ANY proposed new adopter will be required to complete an Adora-Bull adoption application form and will have to comply with ALL adoption requirements, INCLUDING, but not limited to having a home and reference checks done PRIOR to taking possession of the dog.
- 1.3.3 WRITTEN permission MUST be obtained from Adora-Bull BEFORE adopting the dog and if the new person (s) is accepted by Adora-Bull, a new Adoption Agreement must be entered into between that person (s) and Adora-Bull.
- 1.3.4 **Under NO circumstances shall the Adopter transfer permanent custody, ownership or possession of the dog to any person or entity, including but not limited to family or friends or any entity or agency, without the approval and written consent of Adora-Bull.**
- 1.3.5 **Under NO circumstances shall the adopter advertise the dog on the internet, in a newspaper or any other form of media, including social networks, without the prior knowledge and WRITTEN consent of Adora-Bull.**
- In the event that the adopter fails to comply with the above terms and conditions and it comes to the attention of Adora-Bull that the dog is being advertised without their knowledge and written consent and/or that custody has been transferred to another person or entity without their prior written consent, Adora-Bull will, WITHOUT notice to the Adopter take WHATEVER legal steps necessary to prevent the Adopter from advertising such animal and/or to regain custody of the dog and the Adopter will be held liable for all costs on an attorney/own client scale and any other damages incurred by Adora-Bull; and
 - Should the adopter fail to adhere or be in breach of clause 1 above, Adora-Bull reserves the right to impose a fine of up to R 15, 000.00. Adora-Bull reserves the right to amend the stated fine without notice to the adopter and in consideration of actions taken by the adopter to rehome, euthanize or in any other manner to dispose of the animal.

2. Existing pets/animals and /or pets/animals acquired after this agreement:

In addition to a life-long commitment to the dog stipulated in this agreement, Adora-bull has an ethical responsibility and commitment to current and existing pets or animals owned by or in the possession of the Adopter prior to and at the time of entering this agreement, as well as a responsibility towards pets/animals acquired by the Adopter after entering this agreement. To ensure this:

- 2.1 The Adopter and/or his/her spouse, heirs, executors, personal representatives shall under no circumstances as a result of this agreement and/or adoption abandon, neglect or inflict any form of harm to current and existing pets/animals and/or pets/animals acquired after this agreement. The adopter shall under no circumstances as a result of this agreements and adoption, transfer ownership of current and existing pets or animals as well as pets/animals acquired after this agreement to any person or entity or euthanize current and existing pets/animals and/or pets/animals acquired after entering this agreement, without the notifying Adora-bull and getting written permission from Adorabull to do so.



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- 2.2 In the event of any current or existing pets/animals or pets/animals acquired after entering this agreement, without the knowledge and written approval of Adora-bull, being euthanized, abandoned, transferred to another person or entity and/or incurring any form of harm or injury as a result of the adoption and/or this agreement, Adora-bull reserves the right to terminate this agreement with immediate effect and to confiscate the dog stipulated in this agreement immediately and without notice.
- 2.3 The Adopter agrees that no animals will be acquired after the adoption **BEFORE** notifying and getting written permission from Adorabull. Should the Adopter acquire any pets/animals after the adoption without informing or getting written permission from Adorabull, Adorabull reserves the right to confiscate the dog stipulated in this agreement with immediate effect.

3. Identification, Licenses

- 3.1 This dog will be micro-chipped for identification. Adora-Bull will be the contact registered with the microchip company, so if the dog is found as a stray, Adora-Bull will be the first point of contact.
- 3.2 In the event that the Adopter moves, he or she agrees to immediately notify Adora-Bull in writing by way of an **email to adorabulladoption@gmail.com** AND by way of **registered mail** with the change of address information, so that all records can be updated and microchip information can be changed.
- 3.3 Adora-Bull reserves the right to conduct another property inspection to determine whether or not the new property is deemed suitable for the dog.
- 3.4 **Notwithstanding** the normal procedure for removal of an animal set out in paragraph 10 below, and in the event that the new property is found not to be suitable, Adora-Bull reserves the right to immediately **AND WITHOUT NOTICE** to the Adopter remove the dog temporarily until such time as the adopter has taken whatever steps necessary as determined by Adora-Bull in writing to the adopter to secure the property in order to ensure the safety of the dog. Should the adopter fail to comply with those requirements within **30 days of the date that the written notice was sent to the Adopter either by registered mail or delivered to the Adopter via courier** or within any such extended time period as agreed to between the parties in writing, Adora-Bull will remove the dog permanently and immediately terminate this agreement without further notice to the Adopter.
- 3.5 **The Adopter agrees to keep an identification tag attached to a properly fitted collar on the dog at all times.**
- 3.6 **Should the dog go missing or is lost or stolen, the adopter undertakes to immediately notify Adora-Bull of the situation and further undertakes to take whatever steps necessary to find the dog, including, but not limited to, notifying the local authorities, SPCA's and shelters in**



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the area. In the event of theft, the Adopter will provide Adora-Bull with the relevant, official SAPS case number within 24 hours of incident.

3.7 The Adopter agrees to obtain the proper municipal license if required under local law. The Adopter also agrees to comply with all local and state statutes and ordinances.

4. **Veterinary Care**

4.1 The Adopter agrees to provide the dog with the necessary vaccinations as advised by his or her veterinarian.

4.2 The Adopter agrees to obtain immediate veterinary care should the dog become sick or injured, and to take full financial responsibility for any veterinary expenses.

4.3 **The adopter agrees NOT to have the dog euthanized for any reason, medical or otherwise, without first informing Adora-Bull of the decision. Adora-Bull reserves the right to obtain a second opinion from a veterinary surgeon of their choice and the adopter agrees and consents to release all medical records pertaining to the dog to either Adora-Bull or their appointed representative.**

4.4 If the animal adopted is under the age of 6 months, sterilization must be done before or by the latest 6 months of age. Proof must be sent to Adora-Bull. Failure to have the dog sterilized within the specified period may, at the sole discretion of Adora-Bull, result in the immediate cancellation of this adoption agreement in which event the dog will be reclaimed by Adora-Bull without further notice to the Adopter.

5. **Care and training of the Dog**

5.1 The Adopter understands that the adopted dog is to be an indoor pet, and agrees to allow it full access to the home. The Adopter agrees to provide the dog with shelter, fresh water, wholesome food, adequate exercise and loving attention.

5.2 The adopter agrees and consents to allow follow up home visits by Adora-Bull and/or their agents.

5.3 The adopter agrees that before commencing with training and/or behaviour modification in his/her private capacity and/or before enrolling the adopted dog. any other existing animal/pet and/or pet or animal acquired after this agreement, into a training school and/or acquiring the advice or services of any person, including but not limited to trainers, behaviourists, veterinarians and/or any other person offering behavioural advice or training regardless of such person's training/behavioural related qualifications, Adora-bull will be notified in writing and any form of training or behaviour modification will not commence without the written approval of Adora-bull.



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Adora-bull reserves the right to request detailed information related to training/behaviour modification methods, trainers, behaviourists, veterinarians, and/or any other person, regardless of such a person's training or behavioural related qualifications, involved in any form of training or behaviour modification.

- 5.4 Should the adopted dog, any existing animal/pet and/or any pet/animal acquired after this agreement, be exposed to private or professional training or behavioural modifications considered harmful in any way at the discretion of Adora-bull, Adora-bull reserves the right to confiscate the dog stipulated in this agreement without notice and with immediate effect and/or to demand that the harmful training/behaviour modification methods be seized with immediate effect. Adora-bull reserves the right to arrange for an assessment and obtain the reports thereof, of the adopted dog and any pets/animals in the Adopter's care, by a qualified trainer or behaviourist of its choice.

6. **No Representations**

The Adopter understands that Adora-Bull does not guarantee the health, temperament, or training of the above described dog.

7. **Seizure and Impoundment of the Dog**

- 7.1 If the dog shall, for any reason, be picked up by local law enforcement or animal control/SPCA, the Adopter will immediately contact Adora-Bull by phone or e-mail and inform us directly that the animal has been picked up and impounded and the animal's location.
- 7.2 The Adopter shall also inform the authorities holding the dog that the animal is under the ultimate ownership of Adora-Bull and is micro chipped, provide contact information for Adora-Bull to the authorities and request that the authorities contact Adora-Bull immediately.
- 7.3 Under no circumstances will the Adopter agree to or allow the euthanasia of the dog prior to informing and obtaining written permission by Adora-Bull.

8. **Release**

- 8.1 The Adopter, and/or his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against Adora-Bull. The Adopter releases Adora-Bull and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior or actions of the dog.
- 8.2 The Adopter understands that this agreement discharges Adora-Bull and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the Adopter and/or his/her spouse, children, family, friends, heirs, executors, and



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assigns or ANY OTHER PERSON, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption or behavioral activities of the dog.

- 8.3 The Adopter releases Adora-Bull and discharges Adora-Bull and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability caused as a result of their negligence(including gross negligence) or any other actions that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or any other loss to the Adopter and/or his spouse, children, heirs, executors, personal representatives and assigns.

9. Indemnity Agreement

The Adopter, and for his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold Adora-Bull harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of litigation, that may result to **anyone else or any other entity** because of the Adopter's negligence or liability. This includes lone acts or omissions by the Adopter as well as the combined acts of the Adopter with others.

10. Procedure to Reclaim

Adora-Bull makes a lifetime commitment to any animal that is accepted into the sanctuary. On rare occasions, Adora-Bull may have to reclaim the adopted dog. Here is the procedure that will be followed:

- 10.1 Adora-Bull will notify the Adopter by certified mail, return receipt requested, or via courier of the reclamation and ask that the dog be returned within a specified time and to a location of their choice. The notice shall state clearly the circumstances under which Adora-Bull is acting and state a date when the Adopter may meet with agents of Adora-Bull to discuss the situation.
- 10.2 After seven days from the posting of this notice, if the Adopter has not notified Adora-Bull of the receipt thereof, or has not accepted the notice, legal action will be taken by Adora-Bull to retrieve the dog.
- 10.3 If the dog is in a situation that may endanger its life, Adora-Bull may **immediately and without prior notice** to the Adopter call the local authorities in the Adopter's locality to recover the dog on behalf of Adora-Bull
- 10.4 In the event that either of these situations occurs, or if for any reason the dog is returned to Adora-Bull, the Adopter may request a meeting to discuss the matter within 10 days after the dog is reclaimed.



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10.5 Any decision of Adora-Bull is final as to whether or not the dog shall be returned to the Adopter.

11. Other

11.1 The Adopter expressly agrees that the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law.

11.2 The Adopter agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. No relaxation of the terms of this agreement and no indulgence which one party may grant to the other, will in any way operate as an estoppel against the former party or be deemed to be a waiver of its rights, or in any other way limit, alter or prejudice those rights.

11.3 This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises. No amendments to this agreement will be valid unless stated in writing and signed by both parties to this agreement.

11.4 This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

11.5 The Adopter agrees that in case of any dispute arising out of this agreement, Johannesburg, Gauteng, South Africa will be deemed the area where the whole cause of action occurred.

11.6 All disputes under this agreement may, at the sole discretion of Adora-Bull, be settled by binding arbitration, however, Adora-Bull reserves the right to bring action in any competent Court of Law to enforce the terms and conditions of this agreement.

12. Breach

Unless stated to the contrary and/or specifically dealt with above, and in the event of either party being in breach of any of the terms of this agreement and failing to remedy such breach within a period of **14 (fourteen)** days after receipt by it of a written notice requiring such breach to be remedied, the party aggrieved thereby shall be entitled, without prejudice to any other rights which it may have in terms of this agreement or at law, to:

12.1 claim specific performance of the terms of this agreement as well as such damages which it may have suffered;

12.2 cancel this agreement and claim and recover damages; or



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12.3 keep this agreement in force and recover such damages as it may have suffered as a result of such breach.

13. **Interpretation**

For purposes of this agreement, unless the context clearly requires otherwise:

13.1 the singular includes the plural and vice versa;

13.2 a reference to any one gender, whether masculine, feminine or neuter, includes a reference to the other two genders;

13.3 the headings in this agreement are for convenience only and are not to be taken into account when interpreting the agreement.

13.4 The use of the word "including" followed by (a) specific example(s) shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example(s).

14. **Costs**

In the event of any legal action being taken on this agreement, the successful party shall be entitled to costs on the attorney and own client scale, including VAT and collection commission where applicable.

15. **Adoption Donation**

I hereby pledge a donation of R_____ which goes towards the attempt to defray Adora-Bull's expenses in respect of food, sheltering, spaying or neutering, vaccinations and veterinary care.

16. **Addresses**

Any notices required to be given under this agreement shall be sent in **writing BOTH by email and by registered** mail to (specify postal address if there is no mail delivery at street address):



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16.1 The Adopter at: [Details as recorded on page 1]

Or such other address as the Adopter may stipulate in writing from time to time,

AND

16.2 **Adora-Bull at:**

STREET ADDRESS: _____

POSTAL ADDRESS: _____

EMAIL ADDRESS: _____

Or such other address as Adora-Bull may stipulate in writing from time to time, at which address they respectively choose their "domicilium citandi et executandi" in respect of notices or processes to be sent to them.

The Adopter agrees that he/she is legally competent to enter into this agreement, and this Agreement is binding upon the heirs, assigns, successors, personal representatives and executors of both parties.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____

_____ (Signature of Adopter)

_____ (Representative of Adora-Bull)

****Donation Received: R_____ (cash / cheques / EFT)**

*****If goods received, specify: _____**



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