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## **Hull's Haven Border Collie Rescue Terms of Agreement**

The following document outlines the terms of agreement when adopting a dog through Hull's Haven Border Collie Rescue. These terms provide the requirements of owning a Hull's Haven Border Collie Rescue dog.

### **ADOPTION**

Dogs adopted through Hull's Haven Border Collie Rescue are permitted to go out on a two-week trial period, during which time the dog they wish to adopt may remain in their care. A cheque in the amount of the adoption fee is required prior to the adoption trial period. If, for any reason, during this time the dog is not working with the adoptive family, the dog may be returned to rescue and a refund cheque will be provided. Please note that Hull's Haven Border Collie Rescue reserves the right to refuse adoption for any reason. Homes are selected based on the individual needs of the dog available for adoption, and homes for special needs dogs may be subject to an individualized adoption process.

### **MISMATCHED HOMES**

Adoption fees will be returned in full for any dog brought back into rescue within 14 days of adoption. **Regardless of time in the adoptive home, all dogs, without exception must be returned to rescue if the adoptive family is no longer interested in keeping the dog or legal action may be taken.** If the adoptive family has located new potential owners, they may not place the dog without written consent from a director of Hull's Haven Border Collie Rescue. Although HHBCR will take into consideration the family's wishes with regard to placement of the dog, HHBCR has the final determination. The family must meet the adoption criteria and an adoption agreement must be signed by the new family.

If the dog has been placed without consent from Hull's Haven Border Collie Rescue, the rescue reserves the right to re-possess the dog. Adopted dogs may not be surrendered to any other pound, rescue or animal facility. If an adopted dog is discovered in a pound, rescue or other facility, any expenses incurred to return the dog back into the care of Hull's Haven Border Collie Rescue will be billed to the adoptive family on file with Hull's Haven Border Collie Rescue accordingly.

No dog adopted from HHBCR may be euthanised without express written consent from HHBCR unless the dog is too old, ill or injured beyond saving. In the regard of illness or injury, HHBCR must be contacted.

If it is discovered that any dog adopted from Hull's Haven Border Collie Rescue is being kept in neglectful conditions as determined by the Manitoba Animal Care Act, Hull's Haven Border Collie Rescue reserves the right to re-possess said dog at that time with no return of the adoption fee. This situation may or may not be discussed with the adoptive family prior to the seizure dependant on the condition of the adoptive pet. ***This also includes methods of training deemed cruel and inhumane by Hull's Haven Border Collie Rescue.***

No HHBCR dog may be kept outside on a permanent basis. All HHBCR dogs are to be kept as house pets.

### **ADOPTION FEES**

The fees for dog adoption are set out at \$250 for medium/large breed, unless otherwise agreed upon in writing by Hull's Haven Border Collie Rescue. Small breed dogs are \$300 in order to help HHBCR recoup vetting fees. Adoption fees include vaccinations and the cost of spay or neuter for the dog as well as other vet procedures as deemed necessary to ensure a healthy dog. If there are known health issues that have not been treated, Hull's Haven Border Collie Rescue will ensure potential adopters are aware of these and the choice to adopt is left to the adopter. These health issues may have been untreated for a variety of reasons including old age or the rescue was unable to afford the treatment. In all cases, dogs are treated for all illnesses that affect quality of life.

Fees are set accordingly in order to cover all vetting. Any overages from adoption fees will go toward vet fees and costs incurred rescuing other dogs whose adoption fees do NOT cover their required vetting.

### **ANIMAL ALTERATION**

All dogs adopted through Hull's Haven Border Collie Rescue are required to be spayed or neutered. In the case that a dog has been adopted prior to alteration, the spay or neuter which is paid for by Hull's Haven Border Collie Rescue is required to be performed;

- ❖ Within 15 days of adoption in the case of dogs over the age of 6 months;
- ❖ Within 10 days of turning six months of age, in the case of dogs under 6 months.
- ❖ Exception only for females in the midst of a heat cycle. These dogs must be spayed IMMEDIATELY after heat cycle, and MUST be kept safe from any/all male dogs.

**Until such a time as the alteration takes place, the adopted dog remains the property of Hull's Haven Border Collie Rescue, and the rescue retains the right to re-possess any dog that has not been altered according to this policy. Adoption fees will not be returned if an unaltered dog is re-possessed by the rescue.**

### **HEALTH CONCERNS**

All dogs adopted through Hull's Haven Border Collie Rescue are subject to vetting prior to adoption. In the event that any concerns arise with regards to the health of the adopted dog within 30 days of adoption, Hull's Haven Border Collie Rescue will provide assistance with vetting costs within the financial abilities of the rescue. In the event an adopted dog is found to be ill beyond the financial means of the rescue, the adoptive family may choose to manage the expenses or the dog may be surrendered back to the rescue with full adoption fees

returned. Any vetting costs that result beyond 30 days of adoption will be the full responsibility of the adoptive family. This is of course null and void if the health issue is due directly to a cause that should have been prevented by the adoptive family or to external circumstances outside the rescue's or adoptive home's control. I.e. if the dog gets loose and is struck by a car, Hull's Haven Border Collie Rescue bears no responsibility ; if the dog is allowed to consume a poisonous substance, again, Hull's Haven Border Collie Rescue bears no responsibility as this was within the control of the adoptive family.

## **SPECIAL NOTICE:**

**It is essential that all adopters are aware that the Border Collie Breed and the Australian Shepherd are known to carry a gene that can make certain medications harmful, even fatal if administered. For this reason, if you are adopting one of these breeds, it is imperative that your veterinarian is fully aware of the breed of your dog. Ivermectin is NOT an acceptable heartworm preventative for these breeds. Other medications are also contraindicated. PLEASE BE SURE to discuss this with your veterinarian.**

**\*\*\*ALL DOGS MUST BE PUT ON HEARTWORM PREVENTATIVE FROM MAY UNTIL NOVEMBER. This is non-negotiable. Heartworm is a very real and very prevalent problem in Manitoba. It is a preventable illness. HHBCR reserves the right to contact veterinary clinics to ensure all adopted dogs are on heartworm preventative.\*\*\***

## **EQUIPMENT**

Hull's Haven Border Collie Rescue will loan equipment *on occasion and if we have it* to adoptive families during the trial process, to provide assistance until the adoptive family is able to obtain the equipment for their homes. Loaned equipment must be returned within 30 days, and must be reasonably cleaned upon return. Wear is expected, and items subject to chewing and scratching (as long as it is not excessive) will not be considered damaged. Kennels or crates, dishes, and other such items should be rinsed clean of dog hair, feces, urine and dirt.

## **LEGAL OBLIGATIONS**

Hull's Haven Border Collie Rescue can not be held responsible for any damages that occur in adoptive homes, and is not liable for direct, indirect, incidental, special, or consequential damages arising out of, or relating to dogs adopted through Hull's Haven Border Collie Rescue, whether framed as a breach of warranty, upon any legal theory, in tort, contract, failure of essential purpose, or otherwise. Hull's Haven Border Collie Rescue makes no warranty, express or implied regarding any of the dogs in our rescue. Adoptive families are obligated to report any concerns to the rescue, and any dog adopted through Hull's Haven Border Collie Rescue will be accepted back into our rescue in the event they are not working out in their adoptive home. In the event of any emergency, where a dog needs to be removed immediately, night or day, please contact Sally Hull at (204) 999-1866, Ruth Swardfager at 895-8458.

**All dogs adopted from HHBCR within the city of Winnipeg must be licensed with the City of Winnipeg Animal Services.**

## **PRIVACY POLICY**

Throughout your dealings with Hull's Haven Border Collie Rescue, information provided on your adoption form will be kept on record, for our adoption files. This information will not

be used in any solicitation and will not be provided to any organization exterior to our rescue. If you have any concerns about personal information being kept on file, please contact Sally Hull at (204) 999-1866.

The terms and agreements outlined in this document are legally binding. I, \_\_\_\_\_ agree that I am aware of the terms of agreement outlined in this three page document, and by providing my signature below I acknowledge that I have read and agree to the terms as outlined by Hull's Haven Border Collie Rescue. My signature also provides verification that I have received a copy of these terms of agreement for my own records.

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

Adopter's Signature: \_\_\_\_\_

Witness Signature \_\_\_\_\_

HHBCR \_\_\_\_\_