

1. PAYMENT

- 1.1 The Adopter agrees to pay the Rescue the total amount of fees outlined in **Schedule "A"** to this Adoption Contract (the "**Fees**") using the method of payment identified in **Schedule "A"**.
- 1.2 Upon execution of this Adoption Contract and receipt of the Fees, the Rescue agrees to provide the Dog to the Adopter, subject to the terms of this Adoption Contract.
- 1.3 The Fees are refundable to the Adopter for a period of forty-eight (48) hours after the Execution Date, provided the Dog is returned in a condition suitable to the Rescue.

2. OWNERSHIP AND CARE

- 2.1 The Adopter agrees that all the information in the Adoption Application (located on the Rescue's website) and this Adoption Contract is true and complete.
- 2.2 The Adopter will comply with all acts and regulations related to care and control of animals and will adhere to the following principles including, but not limited to, agreeing that the Dog will:
 - a) be provided with sufficient food, water, shelter, grooming, and exercise;
 - b) have regular veterinary care to ensure the ideal health of the Dog;
 - c) be kept current on all regular vaccinations;
 - d) be provided veterinary care in the event it becomes sick or is injured;
 - e) not live as an outside dog only;
 - f) not be left unattended without secure fencing;
 - g) not be left chained;
 - h) remain on leash when risk of danger or injury is present;
 - i) not be transported in the open bed of a pickup truck or similar vehicle
 - j) not be bred for any purpose, including but not limited to commercial purposes; and
 - k) be well taken care of with persons the Adopter trusts when the Adopter is away for holidays, etc.
- 2.3 The Rescue will notify the Adopter of all existing medical and/or behavioural conditions that are known to the Rescue at the Execution Date and will list those conditions, if any, in **Schedule "D"** to this Adoption Contract. Assistance with future medical costs may be provided at the discretion of the Rescue's Board of Directors (the "**Board**").
- 2.4 The Adopter will obtain appropriate training services for the Dog's behavioural issues that have been identified, if any, within a reasonable period of time.
- 2.5 The Adopter understands that the Rescue cannot guarantee the behaviour or health of any foster dog the Adopter chooses to adopt, including the Dog. The Rescue shall not be held liable, charged, or chargeable for any misrepresentations unknown to the Rescue.
- 2.6 The Adopter agrees to license the Dog in compliance with the rules of the city, town, etc. where the Dog will live.
- 2.7 The Adopter agrees to attend an obedience class (with or without the Dog) if the Rescue finds that such action is necessary upon adoption.
- 2.8 The Adopter understands that if the Dog is found abused or neglected, the Adopter will be held liable and/or prosecuted to the fullest extent of the law.
- 2.9 The Adopter will notify the Rescue within a reasonable time if the Dog is lost or stolen.

- 2.10 The Adopter agrees to notify the Rescue within a reasonable time if the Dog has passed away
- 2.11 The Adopter understands that if he/she does not follow the terms of this Adoption Contract, the Dog may be subject to confiscation by the Rescue

3. SURRENDER AND FIRST REFUSAL

- 3.1 Notwithstanding anything else in this Adoption Contract, the Rescue will accept surrender of the Dog at any time during the lifetime of the Dog, at the Rescue's option.
- 3.2 The Adopter will notify the Rescue if there is any cause for the Dog to be euthanized, at which time the Rescue will have the option to take the Dog into its care.
- 3.3 The Adopter will notify the Rescue in the event the Adopter decides to sell, trade, give away, or gift the Dog to any third party, at which time the Rescue will have the option to take the Dog into its care pending foster availability and funding.
- 3.4 The Adopter may return the Dog with a full refund if contact is made with the Rescue within forty-eight (48) hours of signing this Adoption Contract. If forty-eight (48) hours of signing this adoption contract have passed, adoption fees and deposits are non-refundable.
- 3.5 If an unforeseen medical issue arises **within** fourteen (14) days of signing this Adoption Contract and the Adopter is unable or unwilling to pay the cost of treatment, the Adopter may unconditionally surrender the Dog back to the Rescue for care and re-homing, but without any refund if after the first forty-eight (48) hours.
- 3.6 If an unforeseen medical issue arises **after** fourteen (14) days of signing this Adoption Contract and the Adopter is unable or unwilling to pay the cost of treatment, the Adopter may unconditionally surrender the Dog back to the Rescue for care and re-homing, without any refund, pending foster home availability and a timeline acceptable to both parties within which the placement will happen. Board approval of the Rescue's acceptance of the Dog may be required in these circumstances due to funding or placement concerns.
- 3.7 If the Adopter wants to surrender the Dog back to the Rescue, the Rescue will require the Adopter to provide proof of a training session with a certified trainer.

4. ANIMAL ALTERATION

- 4.1 The Rescue will indicate whether spay or neuter procedure is required on the Dog in **Schedule "A"** to this Adoption Contract at the Execution Date.
- 4.2 If the Dog has not been spayed or neutered, the Adopter agrees to have the Dog spayed or neutered at the Adopter's expense within thirty (30) days from the date the Dog turns eight (8) months old, unless a veterinarian has made a contrary recommendation and notice to the Rescue is made.
- 4.3 In the event that the Dog is bred, all puppies of the Dog will be property of the Rescue and will be forfeited to the Rescue. In the event that the Dog is bred and the Adopter thereafter sells any puppy of the Dog, the proceeds of such a sale will be forfeited to the Rescue by the Adopter
- 4.4 The Adopter will provide the Rescue with proof that the Dog has been spayed or neutered by any of the following methods (such proof shall be emailed to spay_neuter@bedr.ca):
- a) a clear picture of the certificate of spay or neuter;
 - b) a clear picture of the invoice showing payment for the procedure;

- c) a vaccination record showing “SF” or “NM”; or
- d) a city or community license showing sterilization.

4.5 If the Adopter provides proof of spay or neuter within one (1) year of the Execution Date, the spay/neuter deposit outlined in **Schedule “A”** to this Adoption Contract will be returned to the Adopter. Any exceptions must be approved by the Rescue prior to the one-year anniversary.

5. INDEMNIFICATION

- 5.1 The Adopter assumes full responsibility for the Dog’s actions and does not hold liable the Rescue or any of its representatives for any actions of the Dog including destructive, aggressive, or dangerous behaviour.
- 5.2 The parties, and each of their agents, administrators, executors, assigns, employees, directors, officers, successors, affiliates, and any person claiming through or under them, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby release, remise, and forever discharge the other parties, employees, directors, officers, associates, administrators, executives, successors, heirs, assigns, personal and legal representatives, estate trustees, as well as any affiliated companies or related persons from any and all manner of actions, causes of action, suits, proceedings, covenants, contracts, warranties, guarantees, promises, representations, claims, demands, complaints, damages, loss of profit, expense, loss of reputation, loss of business, costs, expenses, sums of money, interest, or injury and liability whatsoever, both in law and equity, whether implied or expressed, which each party has, has had, or may hereafter have with respect to all matters, claims, demands, causes of action, where now existing or hereafter arising, except with respect to covenants arising under this Adoption Contract hereto.

6. GENERAL

- 6.1 This Adoption Contract shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective current and former employees, directors, officers, associates, administrators, executors, successors, heirs, assigns, and legal representatives.
- 6.2 This Adoption Contract contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this Adoption Contract.
- 6.3 Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Adoption Contract will be binding upon the parties hereto unless reduced in writing and signed by the parties.
- 6.4 No waiver of any provisions of this Adoption Contract will constitute a waiver of any other provision (whether or not similar), nor will any waiver constitute a continuing waiver unless otherwise expressly agreed to in writing by the parties.
- 6.5 Any term in this Adoption Contract which is unenforceable or illegal shall be severed from this Adoption Contract and shall not affect the enforceability of other terms of this Adoption Contract.
- 6.6 The Adopter will not assign its rights, duties, and obligations under this Adoption Contract without the prior written consent of the Rescue.
- 6.7 The parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be

- necessary to give full effect to the provisions and intent of this Adoption Contract.
- 6.8 This Adoption Contract shall be exclusively governed by and construed in accordance with the laws of Saskatchewan. The parties agree that all disputes under this Adoption Contract shall take place in the Courts of Saskatchewan.
- 6.9 The parties agree to notify each other of any change of address and/or phone number as soon as reasonably practicable.
- 6.10 The recitals above shall form part of this Adoption Contract.
- 6.11 This Adoption Contract may be executed in counterparts (copies) and delivered by fax or email. Each executed counterpart (including a facsimile or scanned copy of such executed counterpart) shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

1. PAYMENT

- 1.1 The Adopter agrees to pay the Rescue the total amount of fees outlined in **Schedule "A"** to this Adoption Contract (the "**Fees**") using the method of payment identified in **Schedule "A"**.
- 1.2 Upon execution of this Adoption Contract and receipt of the Fees, the Rescue agrees to provide the Dog to the Adopter, subject to the terms of this Adoption Contract.
- 1.3 The Fees are refundable to the Adopter for a period of forty-eight (48) hours after the Execution Date, provided the Dog is returned in a condition suitable to the Rescue.

2. OWNERSHIP AND CARE

- 2.1 The Adopter agrees that all the information in the Adoption Application (located on the Rescue's website) and this Adoption Contract is true and complete.
- 2.2 The Adopter will comply with all acts and regulations related to care and control of animals and will adhere to the following principles including, but not limited to, agreeing that the Dog will:
 - a) be provided with sufficient food, water, shelter, grooming, and exercise;
 - b) have regular veterinary care to ensure the ideal health of the Dog;
 - c) be kept current on all regular vaccinations;
 - d) be provided veterinary care in the event it becomes sick or is injured;
 - e) not live as an outside dog only;
 - f) not be left unattended without secure fencing;
 - g) not be left chained;
 - h) remain on leash when risk of danger or injury is present;
 - i) not be transported in the open bed of a pickup truck or similar vehicle
 - j) not be bred for any purpose, including but not limited to commercial purposes; and
 - k) be well taken care of with persons the Adopter trusts when the Adopter is away for holidays, etc.
- 2.3 The Rescue will notify the Adopter of all existing medical and/or behavioural conditions that are known to the Rescue at the Execution Date and will list those conditions, if any, in **Schedule "D"** to this Adoption Contract. Assistance with future medical costs may be provided at the discretion of the Rescue's Board of Directors (the "**Board**").
- 2.4 The Adopter will obtain appropriate training services for the Dog's behavioural issues that have been identified, if any, within a reasonable period of time.
- 2.5 The Adopter understands that the Rescue cannot guarantee the behaviour or health of any foster dog the Adopter chooses to adopt, including the Dog. The Rescue shall not be held liable, charged, or chargeable for any misrepresentations unknown to the Rescue.
- 2.6 The Adopter agrees to license the Dog in compliance with the rules of the city, town, etc. where the Dog will live.
- 2.7 The Adopter agrees to attend an obedience class (with or without the Dog) if the Rescue finds that such action is necessary upon adoption.
- 2.8 The Adopter understands that if the Dog is found abused or neglected, the Adopter will be held liable and/or prosecuted to the fullest extent of the law.
- 2.9 The Adopter will notify the Rescue within a reasonable time if the Dog is lost or stolen.

- 2.10 The Adopter agrees to notify the Rescue within a reasonable time if the Dog has passed away
- 2.11 The Adopter understands that if he/she does not follow the terms of this Adoption Contract, the Dog may be subject to confiscation by the Rescue

3. SURRENDER AND FIRST REFUSAL

- 3.1 Notwithstanding anything else in this Adoption Contract, the Rescue will accept surrender of the Dog at any time during the lifetime of the Dog, at the Rescue's option.
- 3.2 The Adopter will notify the Rescue if there is any cause for the Dog to be euthanized, at which time the Rescue will have the option to take the Dog into its care.
- 3.3 The Adopter will notify the Rescue in the event the Adopter decides to sell, trade, give away, or gift the Dog to any third party, at which time the Rescue will have the option to take the Dog into its care pending foster availability and funding.
- 3.4 The Adopter may return the Dog with a full refund if contact is made with the Rescue within forty-eight (48) hours of signing this Adoption Contract. If forty-eight (48) hours of signing this adoption contract have passed, adoption fees and deposits are non-refundable.
- 3.5 If an unforeseen medical issue arises **within** fourteen (14) days of signing this Adoption Contract and the Adopter is unable or unwilling to pay the cost of treatment, the Adopter may unconditionally surrender the Dog back to the Rescue for care and re-homing, but without any refund if after the first forty-eight (48) hours.
- 3.6 If an unforeseen medical issue arises **after** fourteen (14) days of signing this Adoption Contract and the Adopter is unable or unwilling to pay the cost of treatment, the Adopter may unconditionally surrender the Dog back to the Rescue for care and re-homing, without any refund, pending foster home availability and a timeline acceptable to both parties within which the placement will happen. Board approval of the Rescue's acceptance of the Dog may be required in these circumstances due to funding or placement concerns.
- 3.7 If the Adopter wants to surrender the Dog back to the Rescue, the Rescue will require the Adopter to provide proof of a training session with a certified trainer.

4. ANIMAL ALTERATION

- 4.1 The Rescue will indicate whether spay or neuter procedure is required on the Dog in **Schedule "A"** to this Adoption Contract at the Execution Date.
- 4.2 If the Dog has not been spayed or neutered, the Adopter agrees to have the Dog spayed or neutered at the Adopter's expense within thirty (30) days from the date the Dog turns eight (8) months old, unless a veterinarian has made a contrary recommendation and notice to the Rescue is made.
- 4.3 In the event that the Dog is bred, all puppies of the Dog will be property of the Rescue and will be forfeited to the Rescue. In the event that the Dog is bred and the Adopter thereafter sells any puppy of the Dog, the proceeds of such a sale will be forfeited to the Rescue by the Adopter
- 4.4 The Adopter will provide the Rescue with proof that the Dog has been spayed or neutered by any of the following methods (such proof shall be emailed to spay_neuter@bedr.ca):
 - a) a clear picture of the certificate of spay or neuter;
 - b) a clear picture of the invoice showing payment for the procedure;

- c) a vaccination record showing “SF” or “NM”; or
- d) a city or community license showing sterilization.

4.5 If the Adopter provides proof of spay or neuter within one (1) year of the Execution Date, the spay/neuter deposit outlined in **Schedule “A”** to this Adoption Contract will be returned to the Adopter. Any exceptions must be approved by the Rescue prior to the one-year anniversary.

5. INDEMNIFICATION

- 5.1 The Adopter assumes full responsibility for the Dog’s actions and does not hold liable the Rescue or any of its representatives for any actions of the Dog including destructive, aggressive, or dangerous behaviour.
- 5.2 The parties, and each of their agents, administrators, executors, assigns, employees, directors, officers, successors, affiliates, and any person claiming through or under them, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby release, remise, and forever discharge the other parties, employees, directors, officers, associates, administrators, executives, successors, heirs, assigns, personal and legal representatives, estate trustees, as well as any affiliated companies or related persons from any and all manner of actions, causes of action, suits, proceedings, covenants, contracts, warranties, guarantees, promises, representations, claims, demands, complaints, damages, loss of profit, expense, loss of reputation, loss of business, costs, expenses, sums of money, interest, or injury and liability whatsoever, both in law and equity, whether implied or expressed, which each party has, has had, or may hereafter have with respect to all matters, claims, demands, causes of action, where now existing or hereafter arising, except with respect to covenants arising under this Adoption Contract hereto.

6. GENERAL

- 6.1 This Adoption Contract shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective current and former employees, directors, officers, associates, administrators, executors, successors, heirs, assigns, and legal representatives.
- 6.2 This Adoption Contract contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this Adoption Contract.
- 6.3 Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Adoption Contract will be binding upon the parties hereto unless reduced in writing and signed by the parties.
- 6.4 No waiver of any provisions of this Adoption Contract will constitute a waiver of any other provision (whether or not similar), nor will any waiver constitute a continuing waiver unless otherwise expressly agreed to in writing by the parties.
- 6.5 Any term in this Adoption Contract which is unenforceable or illegal shall be severed from this Adoption Contract and shall not affect the enforceability of other terms of this Adoption Contract.
- 6.6 The Adopter will not assign its rights, duties, and obligations under this Adoption Contract without the prior written consent of the Rescue.

- 6.7 The parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Adoption Contract.
- 6.8 This Adoption Contract shall be exclusively governed by and construed in accordance with the laws of Saskatchewan. The parties agree that all disputes under this Adoption Contract shall take place in the Courts of Saskatchewan.
- 6.9 The parties agree to notify each other of any change of address and/or phone number as soon as reasonably practicable.
- 6.10 The recitals above shall form part of this Adoption Contract.
- 6.11 This Adoption Contract may be executed in counterparts (copies) and delivered by fax or email. Each executed counterpart (including a facsimile or scanned copy of such executed counterpart) shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.