



Happy Dog Maspalomas animal rescue

www.happydogmaspalomas.net

IBAN: ES2700495872962716590011

BIC: BSCHEMXX

Maspalomas Gran Canaria

email: happydogmaspalomas@gmail.com

Dear adoptant,

Before you lies the adoption contract for your new buddy, HDM-dog .

Adoption is not a minor issue. HDM takes her task seriously and wants to arrange the adoption as properly as possible. To do so we use a contract. This contract is intended to regulate a number of issues relating to adoption. It has been created after years of experience with adoption. If we can improve the contract further, we will of course do so.

When you read a contract, everything always sounds quite 'hard'. Compare this with the text of your mortgage, rental agreement or car purchase. Things are very black and white. That is what we need, because otherwise everything will become unclear and vague. Many texts must therefore be read in the 'spirit' in which they are intended. Lawyers write it down 'hard'

You do not have to fear that a contract is contrary to the rights you have under the Law. If this contract contains something which is contrary to the Law then the Law above the contract always applies. In a contract, you can never deviate from the laws in this country. Laws that protect both the adoptant and HDM.

In the exceptional case that the judge would look into a case concerning this contract, that judge always applies 'reasonableness and fairness'. That is to say, we are looking into whether the contract, in the situation that has arisen, is 'reasonable and fair'. The court may find that the contract is a matter of course regulating, but that this is not reasonable in that particular situation. In that case, the court will include that in the ruling.

The above points are considered as extra protection for both parties signing the contract. So for both the adoptant and HDM. We are confident that you will understand that .With this contract we want to make the best possible arrangements for all matters relating to the adoption. If you have any questions about the contract, please contact your HDM contact person. We will be happy to discuss this with you .

Warm regards,

Team Happy Dog Maspalomas



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ADOPTION AGREEMENT

Between:

HAPPY DOG MASPALOMAS, Sylvia van den Donker,

and

Name:

Address:

Postal code and city:

Phone:

E-mail:

Date of Birth:

Document number of ID :

Hereafter referred to as "the "adoptant"

Regarding

Name :

Race:

Color:

Gender:

Neutralized:

Date of Birth:

Chip number:

EU Passport Number:

Hereinafter referred to as 'the Dog'

subject to the following conditions:

- 1) The Dog is transferred to the "adoptant" on
- 2) To top up the costs of Happy Dog Maspalomas for the Dog, the "adoptant" pays € 350 to Happy Dog Maspalomas.
- 3) Happy Dog Maspalomas ensures that the dog's microchip is registered in the Netherlands on receipt of the contract and payment in the name of the adoptant. The adoptant will receive the password of the registration by email after the transfer. The passport will also be handed over when the dog has been transferred. The passports of dogs who already are in The Netherlands, will be sent to the adoptant as soon as possible

For the Netherlands this is in Petlook. For Belgium this is in the Belgian database (DogID).

For adopters living in Belgium, this means that the registration must be done by adoptant himself. The dog's passport is sent by Happy Dog Maspalomas to the adopter after the registration certificate has been presented.

The "adoptant" undertakes to communicate any address changes and/or changes in its contact information (fixed/mobile phone number, email address) to Happy Dog Maspalomas within 14 days. The data of the call registration must also be adjusted.

- 4) The "adoptant" acquires the Dog for life.
- 5) When the "adoptant" dies, the Dog can return to Happy Dog Maspalomas to be re-mediated. However, if there are other family members/relatives who can leave the Dog in the household, the family members will first of all be consulted if the Dog could stay there (see also Article 27).
- 6) Happy Dog Maspalomas has an obligation to assist the "adoptant" with advice and action. Adopters can call on the aftercare.
- 7) Happy Dog Maspalomas has an obligation to inform the "adoptant" about the health status and character properties of the Dog before the Dog is transferred, as far as they are known to Happy Dog Maspalomas.
- 8) From the date of transfer (Article 1), the "adoptant" shall be liable for any damage caused directly or indirectly by the Dog. The "adoptant" ensures that he is adequately insured for these costs.
- 9) From the date of transfer (Article 1), all medical and other costs (such as municipal taxes) will also be borne by the "adoptant".
- 10) If the "adoptant" is agreed to visit a Dog School or potential behavioral expert, then these costs will also be borne by the "adoptant" unless other agreements have been made with Happy Dog Maspalomas.
- 11) Dogs aged 8 months or older are tested for Mediterranean diseases.

If the Dog is found positive for a Mediterranean disease, he/she will be treated by Happy Dog Maspalomas and this will be notified to the "adoptant" in advance in the procedure. This is also reported in the European Dog Passport.

- 12) Happy Dog Maspalomas vaccinations, despoes and deworms according to the Dutch protocol for dogs. Pups will get the rabies- and first cocktailvaccination (Vanguard7). The follow up vaccinations will be at the expense of the "adoptant". The Dog is also equipped with a chip and a European passport. All vaccinations, deworming and defloding treatments, neutralizations or operations carried out during the stay in the rescue are processed in the European passport. Happy Dog Maspalomas is not liable for any consequences of infectious diseases, among others, due to the associated incubation period.

- 13) Happy Dog Maspalomas will neutralize most of her dogs on Gran Canaria. However, if the dog is too young or there is a clear other reason for it, this is not done. The "adoptant" will be informed about this.

If the Dog is not yet sterilized/castrated, the "adoptant" will be responsible for this in close consultation with Happy Dog Maspalomas as soon as the bitch is fully grown up or the male is physically grown up (8 à 9 months). The costs of neutralization are at the expense of the adoptant.

It is mandatory that the "adoptant" provides evidence of neutralization to the contact person at HDM. This can be emailed to happydogmaspalomas@outlook.com. This will also make this negotiable with the "adoptant", if the age of the dog gives rise to this.

- 14) Breeding with the Dog is prohibited, for hunting and/or commercial purposes. The "adoptant" should do everything possible to prevent the dog from pregnancy/mating.
- 15) The "adoptant" undertakes to properly care/house the Dog, to observe animal welfare regulations, to regularly derate the Dog, to have the Dog vaccinated in accordance with the WSAVA guidelines, Or have a periodic titer test carried out to determine whether vaccination is necessary or not and to have the dog treated by a veterinarian without delay in the event of disease. The "adoptant" will be responsible for the associated costs.
- 16) The "adoptant" is strictly prohibited from clipping the ears and/or tail of the Dog
- 17) Happy Dog Maspalomas is not liable for any visible and/or hidden defects of the Dog.

The origin and/or background of the Dog is often not known to the perrera's nor to the rescue of Happy Dog Maspalomas where the Dog has stayed until the transport (flight).

The dogs that were mediated by Happy Dog Maspalomas have been found roaming the streets, taken from a dodingstation or taken away from a hunter. The dogs usually have survived in appalling conditions. This may be reflected in health and/or behavioral problems later.

The "adoptant" is aware of this and accepts this risk by signing this agreement and will bear the associated medical costs.

If there are any physical problems within two weeks of adoption that require a vet to be consulted, please inform us in advance via e-mail (happydogmaspalomas@outlook.com).

- 18) If all liability rests on Happy Dog Maspalomas, the amount of this will be limited to the contribution paid by the "adoptant" as referred to in Article 2 of this agreement.

- 19) Happy Dog Maspalomas recommends that the "adoptant" take out adequate veterinary insurance for the Dog.
- 20) Happy Dog Maspalomas surrounds the Dog with the greatest possible care and trusts that the "adoptant" will do so.

Happy Dog Maspalomas has 2 lines, a collar and a good harness. Happy Dog Maspalomas advises the use of the dual touch technique until a bond with the dog is built up.

If a houdinituig is made available, it is possible to buy it or return it after this period. The other types of harnesses, collar and lines are donated.

- 21) If the Dog should escape despite all care, the "adoptant" will immediately inform Happy Dog Maspalomas by sending a whatsapp message via the emergency line. Happy Dog Maspalomas, together with the "adoptant", formates a search team and supports the "adoptant".
- 22) Happy Dog Maspalomas provides an emergency number for missing and life threatening situations of the Dog. This number will be communicated to you by HDM. (SMS only / whatsapp name dog).
- 23) Happy Dog Maspalomas is not liable if the animal becomes ill or dies, except as provided for in Article 24.
- 24) If the animal is demonstrable, this means by written declaration of A veterinarian, to have died as a result of illness or physical defect within one month of the date of this agreement, the "adoptant" shall be entitled to "a refund of 50% of the contribution mentioned in this agreement.
- 25) In close consultation with the Happy Dog Maspalomas representative, the Dog can be taken back by a Happy Dog Maspalomas representative if the "adoptant" has fallen into a situation where he cannot reasonably keep the Dog. Then the "adoptant" cannot claim any reimbursement of costs.
- 26) If a situation as referred to in Article 25 is mentioned, the representative of Happy Dogs Maspalomas will make every effort to find a replacement reception place for the Dog as soon as possible, but not more than one month.
- 27) Should it become necessary within this period that the Dog should leave the current place of residence, the "adoptant" is obliged to reimburse the cost of the paid accommodation (€ 15,= per day) for the duration that is necessary.
- 28) The "adoptant" undertakes to allow a Happy Dog Maspalomas representative to check (after appointment) whether the Dog is being held in the proper manner and in accordance with the agreements made. A representative of Happy Dog Maspalomas is then entitled to enter the premises where the Dog normally resides.
- 29) If a Happy Dog Maspalomas representative finds that the terms of this agreement are not being complied with and the care around the dog seems inadequate, Happy Dog Maspalomas will consult with the adoptant and see where it is possible to improve the domestic situation of the Dog. In the extreme and after consultation with the adoptant, Happy Dog Maspalomas reserves to take back the Dog in the interest of the good of the Dog, without any cost being required.

- 30) Should such post-control give rise to this (neglect and/or abuse), a representative of Happy Dog Maspalomas is entitled to take the Dog directly or to take it away without any charge.
- 31) In life threatening situations, you should immediately notify Happy Dog Maspalomas by sending a message to the emergency number (see article 22). A decision to make the necessary euthanasia of the Dog is made and executed exclusively by a veterinarian, in good prior consultation with Happy Dog Maspalomas.
- 32) The "adoptant" is required to inform Happy Dog Maspalomas. within a week after the death of the dog
The "adoptant" undertakes to present to Happy Dog Maspalomas, at the request of Happy Dog Maspalomas, a statement of cause of death made by a veterinarian within 14 days of death.
- 33) The "adoptant" is not permitted to transfer the Dog to third parties, including relatives, without explicit written permission from Happy Dog Maspalomas.

The new "adoptant" will then have to explicitly agree to the terms of this agreement. Transfer is made if the dog stays mainly with (one) third(s) for more than 4 weeks.
- 34) The "adoptant" ensures that the Dog is placed in a responsible manner in the event of a holiday or illness.
- 35) Team HDM would like The "adoptant" to inform Happy Dog Maspalomas of the Dog's well-being at least once a year.
- 36) If the "adoptant" cancels the adoption of the Dog within 48 hours of his/her flight, no refund of the expense will be granted.

Signed for approval on :

Amsterdam,

The "adoptant"

Sylvia van den Donker

A handwritten signature in black ink, appearing to read 'Sylvia van den Donker', written over a faint rectangular stamp or watermark.

