



DOG TRIAL RUN AGREEMENT

SOFA RESCUE ID # _____

Dog's Name:		Breed:	DOB:
Sex:	Description:		
Microchip #	Trial Run Start Date:	Trial Run End Date:	
Rabies Tag #	12/31/2017		

ADOPTION ORGANIZATION'S RESPONSIBILITIES

Southeast Alaska Organization for Animals, Ltd (hereafter referred to as "SOFA"), agrees to the following terms and provisions:

- SOFA will provide a dog that has been examined by a licensed veterinarian, received core vaccinations as required by organizational bylaws, dewormed, treated for fleas/ticks, and microchipped; where applicable. The applicant will be notified of any known history of medical or behavioral issues. The Rescuer makes no representations or warranties about the condition, personality, or temperament of the Dog and does not guarantee the Dog's temperament or compatibility with the applicant or other members of the household.
- If the applicant is ever unable or unwilling to keep the Dog for any reason, SOFA agrees to accept the return of the dog.**
- SOFA agrees to notify the applicant of any change of contact information (address, phone number, and/or email address) within two (2) weeks.

SOUTHEAST ALASKA ORGANIZATION FOR ANIMALS

PO BOX 66223

JUNEAU, AK 99803

(907) 254-7632 or (907) 957-9059

contact@akSOFA.org

Printed Name of SOFA Representative

Signature of SOFA Representative

Date

APPLICANT'S RESPONSIBILITIES

*PLEASE NOTE: Please read the following carefully. If there is/are any condition(s) that you are unwilling or unable to comply with, please notify the SOFA Representative **now**.*

The Applicant agree to the following terms and provisions:

- The Dog is being transferred to the applicant with the understanding that he/she is taking temporary possession of the Dog to treat and to be responsible for it as his/her own Dog on a trial run basis. The applicant assumes all legal risks and obligations of ownership and agrees to defend, indemnify, and hold SOFA harmless for any loss of, damage to, or injury to persons, animals or property caused by the Dog.
- The applicant will do his/her best to ensure the Dog's safety and well-being, including but not limited to:
 - The applicant will feed the Dog adequate **nutritious, species- and age-appropriate food and clean, fresh water** to maintain good health and normal development; provide the Dog with a **safe, clean environment and access to shelter** at all times; and provide adequate outdoor **daily exercise** on a leash, in a secure fenced yard, or under direct supervision of a responsible person in accordance with state and local laws and ordinances to maintain the physical and mental health of the Dog.
 - The applicant will never let the Dog run loose or roam.** The applicant will ensure compliance with all applicable state and local laws and ordinances regarding care and control of animals.
 - The applicant will ensure that the Dog is wearing a **non-choking collar at all times**. A choke- or pinch-collar will only be used during training or walking and always used in a humane manner that does not cause pain, injury, or risk of injury to the Dog.
 - The applicant will **never keep the Dog chained or tethered to a fixed point** except for short periods of time (no more than thirty (30) minutes) while the applicant completes a task.



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- e. The applicant will **never keep the Dog confined or isolated from the family for more than nine (9) hours** in a fenced yard, garage, patio, balcony, pen, kennel, or other means of confinement, including a trolley/runner type tie-out.
- f. The applicant will **never allow any physical, mental, or emotional abuse of the Dog.**
- 3. The applicant agrees to notify SOFA as soon as possible if the Dog becomes lost or dies. The applicant also agrees to **notify SOFA of any change of contact information** (address, phone number, and/or email address) as soon as possible.
- 4. The applicant agrees to **make a serious effort to find the Dog if it becomes lost** by immediately (a) notifying SOFA via phone or email, (b) filing lost reports with animal control authorities and/or local police, animal shelters, humane societies, and local veterinarians and (c) posting ads and signs in appropriate places such as newspapers, community Internet sites, bulletin boards, etc.
- 5. **The applicant agrees not to abandon, give away, sell, trade, transfer, or dispose of the Dog in any way.** In the event that the applicant is no longer able or willing to keep the Dog, **the Dog must be returned to SOFA.** Upon request, the applicant agrees to provide SOFA with a complete behavioral history of the Dog.
- 6. In the event that the Dog is **surrendered to, or seized by, an animal control or police agency, the applicant will notify SOFA immediately.** The applicant will also notify the animal control or police officer handling the case of the terms of this Agreement immediately and will provide the officer with SOFA's contact information.
- 7. The applicant agrees that in the event of the Dog's terminal illness, injury, or old age accompanied by pain and suffering, **a humane euthanasia may be performed by a licensed veterinarian upon the decision from the SOFA board communicated via a SOFA representative ONLY.**
- 8. The applicant agrees to adhere to all instructions as communicated by a SOFA representative. This can include appointments, care instructions, etc.
- 9. Liquidated Damages: Applicant agrees to pay SOFA the sum of one thousand dollars (\$1000) as liquidated damages in the event the terms of this Agreement are breached.
- 10. Each party has contributed to the drafting of this Agreement and in adopting the terms set forth herein. The applicant and SOFA agree that the rule of construction providing that the terms of an agreement may be construed against the drafter of the agreement has no application to this Agreement.

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The applicant acknowledges that if he/she knowingly fails to comply with any of the above terms and conditions, or in any way puts the Dog in a situation which endangers its health or welfare, the Rescuer may take appropriate action, including reclaiming the Dog and/or legal action against the applicant.

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The applicant agrees to permit SOFA to inquire about and enforce any of the above conditions and requirements at any time after the trial run begins. This can include visits to the applicant at a time that is agreed upon by both parties and contact animal control, and/or police agencies.

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The applicant affirms that no member of his/her household has been convicted of an animal welfare law violation, such as neglect, cruelty, abandonment, etc.; or of a domestic/family violence violation, such as aggression, assault, sexual abuse, battery, endangerment, or threat thereof; in any jurisdiction.

The applicant understands that by voluntarily signing this Agreement, he/she is entering into a legal and binding contract with SOFA. Breach of any term(s) of this Agreement is deemed actionable by SOFA. In the event there is a violation of this Agreement, the applicant agrees to reimburse SOFA for any expenses associated with reclaiming and rehoming the Dog, including but not limited to legal expenses, veterinary services, and care of the Dog. The terms of this Agreement are binding upon and inure to the benefit of the applicant's heirs, executors, administrators, successors, and assigns.

Printed Name of Applicant	Signature of Applicant	Date
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THANK YOU FOR GIVING A SOFA DOG A CHANCE!