

DOGS NSW LEASE



LEASE FEE (MEMBER) \$71.00
LEASE FEE (CONCESSION) \$64.00
EARLY LEASE CANCELLATION \$38.00

Business Address:

The Bill Spilstead Complex for Canine Affairs
 44 Luddenham Rd, Orchard Hills NSW 2748

Postal Address:

PO Box 632, St. Marys NSW 1790

Ph: (02) 9834 3022

Fax: (02) 9834 3872

Website: www.dogsnsw.org.au

Email: info@dogsnsw.org.au

NOTE: This form does NOT replace the ORIGINAL Certificate of Registration & Pedigree and is ONLY to be used if original is lost (duplicate application MUST be applied for), damaged or laminated.

The ORIGINAL Certificate of Registration & Pedigree MUST be submitted with this application along with a copy of the completed Lease Agreement.

COLLECT FROM DOGS NSW OFFICE	<input type="checkbox"/>	1 HOUR EXPRESS –PICK UP: \$65.00	<input type="checkbox"/>
POST (Tracking Included)	<input type="checkbox"/>	1 HOUR EXPRESS – SAME DAY EXPRESS POST \$65.00	<input type="checkbox"/>
EXPRESS POST: \$8.80	<input type="checkbox"/>	24 HOUR EXPRESS: \$45.00	<input type="checkbox"/>

Breed: _____ **Sex:** _____

Registration No:

Registered Name of Dog: _____

Name of New Owner: _____
(Title) (Initials) (Surname)

Address: _____

Suburb: _____ **Postcode:** _____ **Phone:** _____

PLEASE INDICATE LEASE DATES

Leased From	Lease Terminates On
/ /	/ /

OR

TICK BOX FOR CANCELATION OF LEASE

We all agree to cancel the lease early and agree to the new termination date written above

Signature/s of ALL Current Owner/s: _____

Date: / /

Signature/s of ALL New Owner/s: _____

Date: / /

Credit Card Details Mastercard Visa Expiry Date: _____ / _____ CVV No: _____

Card Number

** \$1.00 for services paid by credit cards will apply.*

Please debit my credit card for the amount of \$ _____ + \$1.00 Credit Card surcharge Signature of cardholder: _____

The completed application should be forwarded to: DOGS NSW, P.O. Box 632, ST MARYS NSW 1790

DOGS NSW

LEASE APPLICATION CHECKLIST

**Business Address:**

The Bill Spilstead Complex for Canine Affairs
44 Luddenham Rd, Orchard Hills NSW 2748

Postal Address:

PO Box 632, St. Marys NSW 1790

Ph: (02) 9834 3022

Website: www.dogsnew.org.au

Email: info@dogsnew.org.au

The following check list is to be completed to ensure your application is correct and contains all documents required when submitting to the office.

- Original Registration Certificate required accompanied with the completed Lease Application and Original Lease Agreement Document
- Have all new owner/s and current owner/s signed the Lease Application?
- Commencement and Termination Dates of Lease have been completed clearly
- All 4 pages of the Lease Agreement document to be completed
- All Lessee/s to sign the Lease Agreement
- Are there any endorsements to be placed on this animal? If yes, please tick the endorsement box and have all new and current owners sign.
- Ensure that both parties or at least either the new owner/s or current owner/s are financial members with an ANKC Member Body
- Are there any particular breed requirements for this breed? If so, have you attached the required documentation?

I/We being the registered members completing this application hereby declare that we have provided all information listed on the checklist to ensure our application can be processed.

All Owners' Signature(s) _____ Date _____

**AGREEMENT FOR TRANSFER OF REGISTERED OWNERSHIP BY
WAY OF LEASE**



This lease agreement must be completed and signed by ALL the Lessee(s) and must accompany the ORIGINAL ANKC Certificate of Registration and Pedigree or Certified Pedigree with the Application To Transfer Registered Ownership of Dog by way of a lease fully completed on the back together with the applicable fee.

By signing this agreement you are acknowledging that you understand fully the obligations in and operation of DOGS NSW Regulations Part I – The Register & Registration, clause 13 (a) to (f) as set out below:

- 13.7 (a) this Regulation applies to all transfers by way of lease.
- (b) upon the initial transfer of a dog, a payment equivalent to two transfer fees shall be paid by the transferee/lessee.
- (c) The certificate of registration of transfer shall:
- (i) record the date upon which the lease is to terminate ("the termination date");
 - (ii) become invalid with effect from the termination date.
- (d) on the day next following the termination date the registered owner of the dog shall be the person who was the registered owner immediately prior to the initial transfer referred to in (b) above ("the prior owner");
- (e) DOGS NSW shall as soon as practicable after the termination date issue a new certificate showing the prior owner of the dog as the registered owner thereof.:
- (i) Subject to any separate terms and conditions agreed by all parties by lodgement of a "Partnership Agreement - Transfer Of Registered Ownership By Way Of Lease" with DOGS NSW at the instigation of a lease, following the termination of such lease, the dog, the subject of the lease, must be returned to its registered owner as referred to in (e) above ("the prior owner").
 - (ii) Failure to return a dog to its registered owner within 14 days of the termination of a lease shall constitute a breach of Article 18(a).
- (f) subject to (b) having been complied with, no transfer fee shall be payable as a consequence of the operation of (d) and (e) above.

1. DETAILS OF THE DOG BEING LEASED:

- (a) Name (as it appears on ANKC Ltd Certificate of Registration and Pedigree or Certified Pedigree):

- (b) Registration number: _____ Date of Birth: _____ / _____ / 20 _____

- (c) Sire: _____ Dam: _____

- (d) Sire's registration number: _____ Dam's registration number: _____

2. PRESENT REGISTERED OWNERS' DETAILS (PRIOR OWNER(S)/LESSOR(S)):

- (a) Name(s): _____ Membership No. _____

Address: _____ Postcode: _____

**AGREEMENT FOR TRANSFER OF REGISTERED OWNERSHIP BY
WAY OF LEASE**



3. LESSEE(S):

- (a) **1st Lessee (s)** – Persons with Joint DOGS NSW membership may be listed jointly.

Name(s): _____ Membership No.: _____

Address: _____ Postcode: _____

- (b) **2nd Lessee (s)** – Persons with Joint DOGS NSW membership may be listed jointly.

Name(s): _____ Membership No.: _____

Address: _____ Postcode: _____

- (c) **3rd Lessee (s)** – Persons with Joint DOGS NSW membership may be listed jointly.

Name(s): _____ Membership No.: _____

Address: _____ Postcode: _____

- (d) **4th Lessee (s)** – Persons with Joint DOGS NSW membership may be listed jointly.

Name(s): _____ Membership No.: _____

Address: _____ Postcode: _____

4. PURPOSE OF LEASE – Indicate below all that will apply:

- Conformation Obedience / Agility Trials (and / or training) Breeding
 Pet / Companion dog Other (please specify): _____

Unless otherwise specified in Annexure A, if the purpose of the Lease is Breeding then the dog will only be bred from ONCE only during the term of the Lease and all costs associated with that breeding will be the responsibility of the Lessee(s) and the Lessee(s) will be entitled to all the proceeds of sale of any puppies. If the Lessor is entitled to receive a puppy or puppies from that breeding, the terms of that entitlement must be set out in Annexure A.

5. OPERATION OF THE LEASE

- (a) The lease commences on the date specified as the Commencement Date of Lease and terminates on the date specified as the Termination Date on the Application To Transfer Registered Ownership of Dog on the back of the original ANKC Ltd Certificate of Registration and Pedigree or Certified Pedigree.
- (b) If this lease is to be terminated PRIOR to the Termination Date then a written notification signed by all Lessees must be submitted to DOGS NSW and accompanied by the applicable cancellation fee. The lease will then be terminated and the registered ownership of the dog will be transferred back to the Prior Owner or Lessor described in clause 2 (a) of this agreement.
- (c) The registered ownership of the dog is not transferable during the period of the lease except in accordance with clause 5 (b) above.
- (d) During the term of the lease, the legal ownership of the dog will remain with the Prior Owner and the Lessees acknowledge that they understand the legal implications of legal ownership and registered ownership and a transfer of registered ownership by way of lease.

6. CUSTODIAN OF THE DOG – (the Lessee with whom dog will ordinarily be domiciled during the term of the lease):

- 1st Lessee (s), at the address shown in clause 3 (a) 2nd Lessee (s), at the address shown in clause 3 (b)
- 3rd Lessee (s), at the address shown in clause 3 (c) 4th Lessee (s), at the address shown in clause 3 (d)
- Shared custody between all named Lessees
- Other - specify name & address: _____
- _____

7. RESPONSIBILITY OF CUSTODIAN(S) AND COST SHARING

The custodian/s is primarily responsible for ensuring that the dog has appropriate accommodation, shelter, food, water, veterinary treatment and health care. Unless otherwise specified in Annexure A, all costs (including entry fees) relating to the dog are the responsibility of the custodian. In cases of shared custody, unless otherwise specified in Annexure A, each person sharing custody is responsible for all costs (including entry fees) while the dog is in that person's custody. Custody and cost-sharing arrangements between Lessees do not affect their joint and individual obligation to protect the dog's welfare, in accordance with DOGS NSW Code of Ethics, at all times during the term of the Lease.

8. ANNEXURE A – ADDITIONAL OR DIFFERENT CONDITIONS

Any additional or different conditions which apply to the lease of the dog must be set out in a document signed by the Lessor and all the Lessees and attached to this document as 'Annexure A'.

9. LESSEES' PARTNERSHIP AGREEMENT

By signing this form, the Lessees named in clauses 3 (a), (b), (c) and (d) agree to enter into a partnership with each other with respect to the lease of the dog specified in clause 1 in accordance with the terms and conditions set out above, and in Annexure A.

In addition, the Lessees agree that, for the duration of the lease:

- (a) Each one of them must remain members of an ANKC Ltd Member body and if one or more of them cease to be a Financial Member of an ANKC Member Body for any period during the term of the lease, the dog described in Clause 1 will be regarded for all purposes under the DOGS NSW Regulations as being owned by a Non-Member for that period (i.e. cannot be exhibited, cannot be bred with etc.);
- (b) They must comply with the DOGS NSW and ANKC Ltd Regulations, including the Code of Ethics;
- (c) They must comply with all applicable laws, by-laws and regulations in relation to the dog;
- (d) DOGS NSW is not responsible for policing or enforcing the agreement between them except for transferring the registration of the dog back to the Prior Owner;
- (e) In the event of any dispute or disagreement between them in respect of the lease, they must use their best endeavours to reach an amicable settlement in the best interests of the dog;
- (f) In no circumstances will DOGS NSW be bound to assist them in resolving any dispute or disagreement between them except for transferring the registration of the dog back into the name of the Prior Owner;

- (g) This partnership may be terminated by any one of the lessees in the event of:
- i. any breach by any one of them of DOGS NSW or ANKC Ltd Regulations including the Code of Ethics; or
 - ii. any breach by any one of them of any applicable law, by-law or regulation in relation to the dog; or
 - iii. any breach of the terms and conditions set out above, including any conditions in 'Annexure A'; or
 - iv. any other conduct by any one of them which is seriously prejudicial to the dog's welfare; and
- (h) If the partnership is terminated, the lease will be terminated in accordance with clause 5(b) of this agreement and they will each sign the written notification required by that clause.

Signature of 1st Lessee (s): _____ Date: ____ / ____ / 20 ____

Signature of 2nd Lessee (s): _____ Date: ____ / ____ / 20 ____

Signature of 3rd Lessee (s): _____ Date: ____ / ____ / 20 ____

Signature of 4th Lessee (s): _____ Date: ____ / ____ / 20 ____

The completed signed copy of this agreement must be lodged with DOGS NSW at the same time as the signed transfer by way of lease is submitted to DOGS NSW. The Lessor and all Lessees named in this document should retain the ORIGINAL copy of this agreement for their own purposes as DOGS NSW will only provide a copy to any of the named persons on this agreement:

ACCOMPANYING DOCUMENTATION AND PAYMENT

Please check the following:

- the copy of the agreement being submitted must be signed by all Lessees
- the agreement must be accompanied by the **ORIGINAL** Certificate of Registration
- this agreement must be accompanied by the applicable fee under Regulations Part I - The Register & Registration, clause 13.7(b)