SERVICE & DELIVERY

- ☐ COLLECT FROM DOGS NSW OFFICE
- ☐ POST
- ☐ EXPRESS POST
- ☐ 1 HOUR EXPRESS (Must be submitted prior to 1:30pm)
- ☐ 24 HOUR EXPRESS
- ☐ EMAIL DIGITAL COPIES

(Select either Collect or Post for all options, see Scale of Charges for fees)

DOG'S DETAILS

Breed:	Sex:	Registration No.
	☐ M ☐ F ☐ N	

Registered Name of Dog:

NEW OWNER'S DETAILS

New Owner's Name:	Title:	First Name:	Surname:

New Owners Membership Number:	Address:	

Suburb:	Postcode:	Phone:

PLEASE INDICATE LEASE DATES

Leased From:	Lease Terminates On:

☐ TICK BOX FOR CANCELLATION 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: *Use Adobe Reader to click here and sign digitally*	Date:

Signature/s of ALL NEW Owner/s: *Use Adobe Reader to click here and sign digitally*	Date:

PAYMENT METHOD Select one • check "Scale of Charges" for current fees

OPTION 1 ☐ **Paid via DOGS NSW Secure Payment Portal**

Payment to be made at www.dogsnsw.org.au/payments

OPTION 2 ☐ **Bank transfer**

Please include a copy of payment with your application. Use your invoice or membership number as the reference.

Account	**DOGS NSW**	BSB	**062-597**
Bank	**CommBank**	Acc No.	**10254964**

OPTION 3 ☐ **Invoice me**

DOGS NSW will issue an invoice for the fees payable on this application. Include the email address you would like the invoice sent to.

EMAIL INVOICE TO

OPTION 4 ☐ **Credit card** Please charge my credit card

CARD TYPE ☐ Mastercard ☐ Visa

CARD NUMBER	EXPIRY (MM/YY)	CCV	AMOUNT ($)

SIGNATURE OF CARDHOLDER *Use Adobe Reader to click here and sign digitally*	DATE (DD/MM/YYYY)

LEASE APPLICATION CHECKLIST

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

CHECKLIST

- ☐ Original Certificate of Registration and Pedigree is 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 are financial members with an ANKC Ltd 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 Owner's Signature(s): *Use Adobe Reader to click here and sign digitally*	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 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:

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"). Become invalid with effect from the termination date.
(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 the ANKC Ltd Certificate of Registration and Pedigree):	
Registration number:	**Date of Birth:**
Sire:	**Dam:**
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:

3. LESSEE (S) Persons with Joint DOGS NSW membership may be listed jointly

(a) 1st Lessee(s) – Name(s):	Membership No.	Address:	Postcode:
(b) 2nd Lessee(s) – Name(s):	Membership No.	Address:	Postcode:
(c) 3rd Lessee(s) – Name(s):	Membership No.	Address:	Postcode:
(d) 4th Lessee(s) – 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:

Unless otherwise specified in Annexure A, if the purpose of the Lease is Breeding, then the dog will only be bred from ONCE 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.

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 Ltd 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):	*Use Adobe Reader to click here and sign digitally*	Date:
Signature of 2nd Lessee(s):	*Use Adobe Reader to click here and sign digitally*	Date:
Signature of 3rd Lessee(s):	*Use Adobe Reader to click here and sign digitally*	Date:
Signature of 4th Lessee(s):	*Use Adobe Reader to click here and sign digitally*	Date:

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.

☐ this agreement must be accompanied by the applicable fee under Regulations Part I - The Register & Registration, clause 13.7(b)

HOW TO LODGE
Send your completed form to

EMAIL
Email this form to
info@dogsnsw.org.au

POST
Post to
DOGS NSW, PO Box 632, St Marys NSW 1790

PHONE
Enquiries
(02) 9834 3022