

Transfer Agreement

Organization Name: _____

Address: _____ City: _____ ST ____ Zip _____

Contact Name: _____ E-mail: _____

Phone: _____ FAX _____

In the interest of saving animals, the above shelter wishes to enter into a Transfer Agreement with _____. The above shelter agrees with the following statements: *Please initial each statement.*

_____ Our organization is a 501(c)3 authorized to house animals.

_____ We will provide proper care for all transferred animals, including nutritionally adequate food, water, shelter, safe containment, veterinary care, adequate exercise, environmental enrichment, socialization, and humane treatment.

_____ We agree that the transferred animals will not displace other animals in our care or community and the transferred animals will not be euthanized for space.

_____ Transferred animals will not be used for breeding purposes, fighting purposes, nor be placed with organizations that intend to use the animal(s) for commercial purposes.

_____ Transferred animals will be sterilized prior to adoption. Only a veterinarian may exempt a dog or cat from sterilization and only for extraordinary medical reasons.

_____ We will assume legal ownership of every animal transferred upon arrival of the transport from _____ and until the legal adoption of the animal(s) to a new owner. We further agree that our organization shall be fully liable for all costs for the care and/, or damage done by the animal(s), during the time our organization is owner of the animal(s).

_____ We agree to humanely euthanize any transferred animals that are found to be a danger to the public or are in a state of extreme physical suffering.

_____ We understand that most animals have unknown history and have been in a shelter environment, thus _____ is not able to insure the animals have not been exposed to pathogens, parasites, viruses, etc.

_____ We agree to defend, indemnify and hold harmless _____ and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including our employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the our performance under this Agreement. The provisions of this paragraph survive expiration or termination of this Agreement.

I have fully read and understand these conditions and agree to the conditions on behalf of the organization. The information contained in this application is true and correct. This mutual agreement can be terminated at any time, for any reason, by either party without notice.

Signature

Written Name & Title

Date