*This document is to be used for informational purposes only. It does not constitute legal advice and is not guaranteed to be correct, complete or up-to-date and is not assured to protect you from any liabilities or other legal exposures.  If you have questions about any legal document, please contact an attorney.*

**Animal Transfer Agreement**

This Animal Transfer Agreement (this “Agreement”) is entered into as of this       day of      , 2019 (the “Effective Date”) and is made by and between      ,      having an address of       (the “Source Agency”) and      , having an address of       (the “Destination Agency”). The Source Agency and the Destination Agency are sometimes referred to herein individually as a “Party” and collectively herein as the “Parties”.

**WHEREAS**, the Source Agency is the rightful owner of one or more equines (the “Equines”), as are more fully described in a Transport Manifest attached hereto, such animals having surpassed any applicable required stray hold period; and

**WHEREAS,** Destination Agency has the desire, as well as the available space and sufficient resources, to take ownership and possession of the Equines with the intent of finding permanent placement for the Equines; and

**WHEREAS,** either the Source Agency or the Destination Agency has arranged for the safe and humane transport (“Transport”) of the Equines through its own means or through the assistance of a reputable third-party carrier; and

**WHEREAS**, Source Agency shall transfer, and Destination Agency shall accept, all rights, ownership, control and responsibility of the Equines in accordance with the terms of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration the receipt of which is acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

1. Representations of the Source Agency:

Source Agency represents and warrants the following:

a. Source Agency is the rightful owner of the Equine(s) and has the lawful authorization to transfer ownership of the Equine(s) to the Destination Agency.

b. Prior to the Equine(s) being transferred to the Destination Agency (or its authorized representative) for Transport, the Equines are healthy, are not demonstrating any signs of illness, are of sound temperament and are otherwise in the condition that is described in the attached Exhibit A.

c. At time of Transport, or prior to if possible, the Source Agency shall provide the Destination Agency (or its authorized representative) with copies of medical records and any available behavioral records for each Equine including, at a minimum, a negative Coggins certificate and health certificate issued by a licensed veterinary professional.

d. Title and ownership of the Equine(s) shall transfer to the Destination Agency immediately upon physical delivery of the Equine(s) to the transporter (whether the Source Agency, Destination Agency, or third party, including commercial carrier) for purposes of Transport to the Destination Agency or its authorized representative.

2. Representations by the Destination Agency:

As conditions precedent to accepting ownership of the Equine(s), the Destination Agency agrees to the following:

a. Unless otherwise arranged between the Source Agency and the Destination Agency, the Destination Agency shall bear all costs incurs for the subsequent care of the Equine(s), including without limitation, costs of necessary food, water, shelter and healthcare during Transport and at all times thereafter while the Equine(s) are in the Destination Agency’s custody.

b. The Destination Agency agrees to accept the Equine(s) that are delivered to it in the condition described in this Agreement and shall provide any necessary and reasonable care to the Equines in accordance with the Destination Agency’s standard procedures.

c. Upon transfer of the Equine(s) to the Destination Agency (or its authorized representative) for Transport, the Equine(s) cannot be returned to the Source Shelter for any reason whatsoever unless agreed to by the Source Shelter and the Destination Shelter in writing.

3. Future Transports: The Source Agency and Destination Agency may enter into future Transports of Equines, each of which shall be governed by the terms of this Agreement (each a “Subsequent Transport”) and the terms outlined in Exhibit A, in the same or similar form as set forth in this Agreement, and having been initialed by an authorized representative of the Parties. In such cases, a new Transport Manifest shall be completed and attached to this Agreement.

4. Term: This Agreement shall be effective as of the Effective Date written above and binding upon the Parties until the mutual written termination of this Agreement by the Parties.

5. Miscellaneous:

a. This Agreement shall be binding upon the parties, their representatives, successors, administrators and assigns.

b. This Agreement and the rights and obligations herein may not be assigned or delegated in whole or part by either of the parties to any third party without the prior written consent of both of the parties.

c. This Agreement does not constitute a partnership, joint venture, agency, employee/employer, or any other similar relationship between Destination Agency and Source Agency.

d. This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter herein, supersedes all prior written or oral understandings and agreements relating thereto, and may not be changed, modified, amended or supplemented, except on written consent of both parties.

e. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document.

**IN WITNESS WHEREOF**, the Parties have, by their authorized agents, signed and delivered this Agreement as of the Effective Date set forth above.

SOURCE AGENCY

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DESTINATION AGENCY

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

GUIDELINES AND REQUIRED CONDITIONS PRIOR TO TRANSPORT

***Please initial each section indicating that you have read and agree to the conditions within.***

**Key Veterinary Medical Contacts**

(Name, Phone, Email)

**Source:**

**Destination:**

**Equine Transport Guidelines**

* **Health exam and status: \_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***
  + Equines will receive a documented intake health examination at the Source Agency.
  + Equines will receive a documented exit health examination at the Source Agency.
* **Documentation: \_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***
  + Medical records will be provided in a hard copy at time of Transport.
  + When possible, medical records will be electronically sent prior to Transport.
  + Negative Coggins certificates will be provided by Source Agency.
  + Health certificates will be provided by Source Agency.
  + Summary of known behavior issues will be provided by Source Agency prior to Transport.
  + Behavior records/evaluation sheets, if available, will be provided in a hard copy at time of Transport.
  + Records of post-transport medical problems will be provided to the Source Agency (see Manifest).
* **Vaccine status: \_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***
* Equines should be up to date with their core, annual vaccinations on entry in keeping with shelter medicine standards state health requirements. At minimum, it is suggested that annual vaccinations follow the American Association of Equine Practitioners (“AAEP”) Core Vaccination Guidelines https://aaep.org/guidelines/vaccination-guidelines.

\*Equines that have not had vaccines within 24 hours of entry are high risk and ideally should not be sent on transports and may be declined due to lack of vaccination.

\*If animals are accepted from a shelter that does not vaccinate or one that is located in a known risk area, a quarantine period as recommended by the AAEP’s Biosecurity Program should be followed.

* **Parasite prevention: \_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***
  + Equines of any age should be dewormed minimally for hookworms and roundworms.
  + Additional internal and external parasite prevention includes *(to be filled in by source and initialed by both parties)*:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* **Reproductive status: \_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***
* Gelding of males will be performed at the (select):
  + Source
  + Destination
  + A mix of both – TBD case by case for each transport
* **Quarantine time: \_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***

Equines being transported in our program will (check box):

Not have a quarantine at either source or destination

Be quarantined at the source for \_\_\_\_\_\_ days

Be quarantined at destination for \_\_\_\_\_\_days

Be quarantined at both source for \_\_\_\_\_\_days and destination for \_\_\_\_\_\_\_\_\_days.

The quarantine is primarily for what health concern? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If revisited, please note date and any changes that have been made in the plan.

**Transfer Manifest** Source Shelter:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Transfer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
  
 Destination Shelter:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Transported By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| # | **Animal Impound #** | **Name** | **Breed** | **Color** | **Sex** | **Age** | **In Tact?** | **Negative Coggins Cert?** | **Combo Vacc.** | **HW**  **+/-** | **Comments  *(Behavior, Special Needs)*** |
| 1 |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |  |  |  |  |  |