**Memo of Understanding – Transfer partnerships**

Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ST \_\_\_\_ Zip\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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.***

***Receiving partner:***

\_\_\_\_\_ 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. If the transferring agency wishes to be informed of any potential euthanasia decisions or wishes to have the option to transfer back any animals at risk of euthanasia, we agree to notify transferring organization.

\_\_\_\_\_ 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.

***Transferring partners:***

\_\_\_\_\_ Our organization is a 501(c)3 authorized to house and transfer animals.

\_\_\_\_\_ Our organization will adhere to all local and national regulations pertaining to licensing, health certificates, and interstate transfer of animals.

\_\_\_\_\_ Our organization will provide receiving rescue with all documentation and medical records connected to animal being transferred. Medical records will be submitted 24 – 72 hours in advance whenever possible.

\_\_\_\_\_ Our organization will complete microchip research to the best of our ability on all chipped animals prior to transfer.

\_\_\_\_\_ Our organization will not knowingly transport any animal with a diagnosed contagious illness.

\_\_\_\_\_ Our organization will provide all available temperament and behavior information to receiving partner.

\_\_\_\_\_ Our organization will provide updates on ETA, timing, and date changes within a reasonable time frame.

\_\_\_\_\_ Our organization will notify receiving rescue of any changes to the roster of animals to be transported as quickly as possible.

*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.*

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Signature Written Name & Title Date