

Daviess County Fiscal Court, Department of Animal Control (County)

And

\_\_\_\_\_ (Agency), with a mailing address of  
*Animal Rescue Agency*

\_\_\_\_\_ *Mailing Address*

Understand and agree to the following:

1. Agency wishes to receive animals from the County to provide adoptive homes and County wishes to place animals with Agency to encourage adoption of the animals.
2. Agency will ensure any animal placed with it by County is surgically altered to prevent breeding within thirty (30) days after Agency places the animal in an adoptive home if it is not so altered when placed with Agency unless a licensed veterinarian recommends otherwise. If Agency does not alter animal within thirty (30) days at veterinarian's recommendation, Agency shall isolate animal to prevent breeding, and follow veterinarian's recommendation concerning alteration. County may require Agency to provide veterinarian's recommendation in writing.
3. Agency will abide by all local and state ordinances, laws and statues pertaining to animals and will follow the recommendation of a licensed veterinarian concerning the vaccinations necessary to prevent rabies.
4. Agency agrees and understands that County performs only a limited temperament and health examination of the animal before placing it; County does not guarantee or warranty the health of animals placed with any agency. Agency accepts the animal placed by County, assumes full and complete responsibility for the care, custody and control of the animal and shall hold harmless Daviess County from any liability, damages, injuries or costs Agency may incur upon or after placement with the Agency.
5. Agency understands and agrees that the animal placed with it came to the shelter as: a) an impounded stray from Daviess County; b) owner surrendered animal; c) stray or other placement from outside of Daviess County; or d) Court ordered surrender of animal.
6. Agency agrees to ask a licensed veterinarian to perform a physical exam on the animal within seven days after placement with Agency and follow any recommendations from a licensed veterinarian regarding the animal's health or temperament; including vaccinations and testing for disease.

>> Agency \_\_\_will or \_\_\_will not accept stray dogs from Shelter.

Agencies accepting dogs found running at large in Daviess County and impounded at the County Shelter agree to the terms and conditions in paragraphs 7 through 13:

7. Agency agrees to return the dog to County within thirty (30) days after impoundment if the owner provides reasonable proof to the Animal Control Director within the time period. However, owner may not reclaim any dog placed with Agency if Agency placed the Animal for adoption before owner attempts to reclaim the dog or the dog is not located within Daviess County when Owner attempts to reclaim it.
8. An owner may not reclaim any dog placed with Agency if the Animal Control Director determines that the dog was abused or neglected before placement.
9. For purposes of this agreement, Owner shall include only the person or entity with care, custody and control of the dog immediately before impoundment or surrender of the dog to the Shelter.
10. Upon reclaiming any dog the owner shall accept full and complete responsibility of the dog and hold harmless the Agency and County from any liabilities, costs, damages or injuries which may incur after reclaiming the dog.
11. Upon reclaiming any dog, within the allowable time, Owner shall pay to County and Agency all their reasonable costs, including costs to confine, advertise, reasonable veterinary fees and other associated costs.
12. Shelter or Agency shall not release dog to Owner until and unless Owner pays all reasonable costs to confine, advertise, reasonable veterinary fees and other associated costs within ten days of the request to reclaim.
13. Agency read this memorandum of agreement and consents to its conditions and terms. If Agency accepts strays from the Shelter Agency consents to those additional terms and conditions. If Agency fails to comply with any part of this contract applicable to Agency County may refuse to place dogs with Agency in the future.
14. The parties agree to renew this agreement annually, on its anniversary date, unless Agency or County provides a written notice to discontinue the agreement to the other at least thirty (30) days before the renewal date. County may discontinue this agreement if Director notifies County that Agency ceases to exist, fails to follow the Shelter's reasonable guidelines or instructions or fails to comply with the terms of this agreement.

Agency Representative Signature \_\_\_\_\_ Date \_\_\_\_\_