

Adoption Partner Agreement

This Adoption Partner Agreement is entered into the ____ day of _____, 20____, between the County of Moore, acting by and through the Moore County Sheriff's Office Animal Operations (the "County"), and [Name of Entity], a non-profit entity formed under the laws of the State of [Name of State] (the "Adoption Partner").

WHEREAS, the County and the Adoption Partner both seek to find good homes for companion animals, that come into the legal possession of the County; and

WHEREAS, the County, in exchange for the assistance provided by the Adoption Partner, will waive the County's adoption fees for each animal the Adoption Partner takes into its possession and adopts through its organization; and

WHEREAS, the Adoption Partner, as it is able and willing, in exchange for the County's waiver of its adoption fees, will take companion animals in the legal possession of the County and adopt those companion animals into homes that will be responsible for and will care for those dogs and cats.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this Agreement is from the date first written above through June 30, 20____. This Agreement will automatically renew for additional one year periods.
2. The Adoption Partner will be an organization registered as a 501(c)(3) under the Internal Revenue Code.
3. The Adoption Partner will be organized and operated for the purpose of animal adoptions.
4. Within 30 days of execution of this Agreement, the Adoption Partner will provide a copy of each of the following to the County:
 - a. IRS determination letter;
 - b. Adoption agreement used for adopting animals to new homes;
 - c. List of all individuals authorized to transfer animals into the custody of the Adoption Partner, including their full name;
 - d. Reference from one veterinarian and one animal care and control agency or open admission humane society/SPCA, which the Adoption Partner has done business with.

The Adoption Partner will not be able to remove animals from the County until the Adoption Partner has provided the County with all of the above documentation. If the

Adoption Partner fails to provide the required documentation within 30 days of execution of this Agreement, this Agreement will automatically terminate. In the event of any change to the above documentation, the Adoption Partner must provide the County with revised documentation within 30 days of any revision.

5. The Adoption Partner must maintain its 501(c)(3) status. The Adoption Partner must keep the County apprised of any change to the Adoption Partner's 501(c)(3) status. In the event the Adoption Partner loses its 501(c)(3) status, this Agreement will automatically terminate.
6. Animals eligible for transfer to the Adoption Partner must be approved by the staff member of Animal Services that is over rescues.
7. A copy of each animal's information will be provided by the County to the Adoption Partner.
8. While there is no transfer fee for the adoption partner and the spay/neuter and vaccination fees are waived, the Adoption Partner is responsible for all other fees associated with the animal prior to its removal, which includes such fees as microchipping. The fees will be based upon the County's then current fee schedule.
9. Animals eligible for transfer may have significant identifiable or unidentifiable health conditions or behavioral traits. By accepting an animal from the County, the Adoption Partner accepts all legal and financial liability regarding the animal and its care.
10. Animals will only be released into the custody of those individuals identified by the Adoption Partner under Section 4(d), above, unless the County is notified, in writing, by the Adoption Partner.
11. The Adoption Partner will provide animals obtained from the County with a healthy, clean, and safe environment and will provide the animals with nutrition, shelter, and necessary and prompt veterinary care, all at the Adoption Partner's expense.
12. In the event the Adoption Partner accepts transfer of an animal that has yet to be spayed or neutered, it is the Adoption Partner's responsibility to have that animal spayed or neutered prior to adopting that animal. If transferred into the possession of another 501(c)(3) or licensed animal shelter prior to being spayed or neutered, the Adoption Partner will require that entity to spay or neuter the animal.
13. The Adoption Partner is responsible for complying with all laws and regulations related to animals in its custody, including vaccination and licensing requirements.
14. Transfers to the Adoption Partner shall not deprive the County of the opportunity to offer an animal or group of animals for adoption prior to seeking assistance from the Adoption

Partner. Transfers to the Adoption Partner will not interfere with established County programs or events.

15. The Adoption Partner will maintain accurate records of animals transferred to it by the County for no less than three years. These records will include, at a minimum, documentation for each animal concerning spay/neuter, vaccination, and the name and address of the individual the animal is adopted by or the 501(c)(3) or licensed animal shelter the animal is transferred to.
16. The Adoption Partner will maintain a list all facilities, shelters and foster placements (collectively "Facility" or "Facilities") used by the Adoption Partner. The list will include the full name, address, telephone number, and number of animals permitted at the Facility.
17. The County maintains the right to visit and inspect any Facility used by the Adoption Partner. Any inspection of the animals and the Facilities will be made during reasonable hours.
18. The County maintains the right to review any records required of the Adoption Partner under this Agreement. Any records requested by the County will be provided within one week of the request, free of charge.
19. The Adoption Partner agrees it will not disrupt operations of the County nor be negative towards the County or its other adoption partners. Ongoing disruptive or negative behavior, as determined in the sole discretion of the County, will result in the immediate termination of this agreement.
20. The County may, at any time and in its sole discretion, limit the number of animals transferred to the Adoption Partner.
21. All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

County of Moore: Moore County Sheriff's Office
Animal Services
5235 US 15-501
Carthage, N.C. 28327

Adoption Partner: _____

22. To the fullest extent permitted by law, the Adoption Partner will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims,

damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from this Agreement. This indemnification will survive the termination of this Agreement.

- 23. The Adoption Partner is not an agent or employee of the County and the Adoption Partner will not represent itself to be an agent or employee of the County.
- 24. This Agreement may be terminated without cause by either party upon 30 days' written notice to the other party.
- 25. This Agreement may be terminated immediately by the County as the result of any breach of this Agreement by the Adoption Partner.

The parties have expressed their agreement to these terms by causing this Agreement to be executed by their duly authorized officers or agents. This Agreement is effective as of the date first written above.

ADOPTION PARTNER

By: _____

Title: _____

Phone: _____

COUNTY OF MOORE

Coordinator for Rescues
Moore County Sheriff's Office
Animal Operations