

PLACEMENT PARTNER TRANSFER AGREEMENT

The City of Austin, through its Animal Services Office (ASO) and [insert name of rescue organization], a rescue organization (Organization) enter into this Placement Partner Transfer Agreement (Agreement).

1. This Agreement begins on _____ and terminates on _____.
2. A term defined in City Code has the same meaning in this Agreement.
3. Organization understands and acknowledges that:
 - 3.1. ASO makes no warranties or representations regarding an animal's health, behavior, temperament, age, or breed;
 - 3.2. each animal transferred pursuant to this Agreement will be transferred in its current state and, as a result, a transferred animal may not be spayed or neutered;
 - 3.3. environmental changes may affect and change the temperament of an animal; and
 - 3.4. ASO is not liable or responsible for:
 - 3.4.1. an animal's defects or injuries; or
 - 3.4.2. injuries to any person or for damages to any property that is caused by an animal transferred to Organization.
4. General Requirements:
 - 4.1. Organization must:
 - 4.1.1. notify ASO if:
 - 4.1.1.1. it loses its 501(c)(3) non-profit organization status or its tax-exempt status; or
 - 4.1.1.2. a director, officer, staff member, authorized representative, or volunteer of the Organization is convicted of a charge related to cruelty, neglect, or abandonment of animals; or
 - 4.1.1.3. a court issues an order that prevents the Organization from taking in animals; and
 - 4.1.2. sign and comply with ASO's spay/neuter agreement; and
 - 4.1.3. comply all applicable state laws, city ordinances, and other regulations regarding sterilization and pets, including daily care and medical care when needed.
 - 4.2. Organization agrees to assume, at the time of transfer, liability and financial responsibility for each animal transferred.
 - 4.3. Organization agrees it may not:
 - 4.3.1. use any animal transferred pursuant to this Agreement for breeding purposes; or
 - 4.3.2. seek financial reimbursement from ASO for any expense incurred, including veterinary services and behavioral support.

4.4. Termination.

4.4.1. Organization agrees that ASO may terminate this Agreement if the Organization no longer qualifies as a “rescue organization” as that term is defined in City Code Section 3-1-1(16) because:

- 4.4.1.1. the Organization loses its status as a 501(c)(3) non-profit organization status or its tax-exempt status;
- 4.4.1.2. a director, officer, staff member, authorized representative, or volunteer of the Organization is convicted of a charge related to cruelty, neglect, or abandonment of animals; or
- 4.4.1.3. a court issues an order that prevents the Organization from taking in animals.

4.4.2. Before ASO may terminate this Agreement as authorized in 4.4.1, ASO must provide Organization with a notice of intent to terminate that:

- 4.4.2.1. explains why the Organization no longer qualifies as a “rescue organization”;
- 4.4.2.2. provides at least 30 calendar days for the Organization to requalify as a “rescue organization” and
- 4.4.2.3. states when the termination will occur if the Organization does not requalify within the time period provided in 4.4.2.2.

4.4.3. If an Organization cannot requalify as a “rescue organization” within the time frame provided in 4.4.2, an Organization may enter into a new agreement when the Organization requalifies as a “rescue organization”.

4.5. ORGANIZATION AGREES TO INDEMNIFY AND HOLD THE CITY OF AUSTIN, ITS OFFICERS, EMPLOYEES, AGENTS, AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL CLAIMS, KNOWN OR UNKNOWN, IN CONNECTION WITH EACH ANIMAL TRANSFERRED TO ORGANIZATION.

4.6. Nothing in this Agreement creates a partnership, joint venture, or other business association between ASO and Organization.

I [name] and [title], an authorized representative of [rescue organization’s name], read and understand this Agreement and, on behalf of [rescue organization name], agree to this Agreement.

Signed:

<p>_____ [Insert Name of who will sign], Authorized representative, [insert rescue organization’s name]</p> <p>_____ Dated</p>	<p>_____ Don Bland, Chief Animal Services Officer City of Austin</p> <p>_____ Dated</p>
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