

ADOPTION PLACEMENT PARTNER TRANSFER AGREEMENT

This **ADOPTION PLACEMENT PARTNER TRANSFER AGREEMENT** is made and entered into on the date written below between the **CITY OF ARLINGTON, TEXAS ANIMAL SERVICES DEPARTMENT** ("City"), a municipal corporation located in Tarrant County, Texas, acting by and through its Animal Services Manager or designee, and **the ADOPTION PLACEMENT PARTNER ORGANIZATION** ("Organization"), a duly authorized nonprofit organization. This agreement must be signed and submitted to the City with the application before the application will be considered.

This agreement is required by section 3.05 B of the Animal Chapter of the City Code of Ordinances allows a nonprofit animal welfare Organization in accordance with uniform criteria set out in the **ADOPTION PLACEMENT PARTNER TRANSFER UNIFORM CRITERIA** published by the City of Arlington, to provide for the placement of adoptable animals.

If approved, the Organization will provide a list of people authorized to transfer animals from City of Arlington Animal Services on behalf of the Organization according to procedures established by the Animal Services. This Agreement shall be effective for a term of one year. The agreement shall automatically renew for successive one year terms unless it is terminated by either party. The City or the Organization may immediately terminate this agreement at any time with or without cause by giving written notice.

Organization has read the Arlington Animal Services Standard Operating Policies ("SOP") and provided all information required by section 201.14 of the Rescue/Placement Organization rules and has read the **ADOPTION PLACEMENT PARTNER TRANSFER UNIFORM CRITERIA** and agrees to adhere to all provisions. The Organization agrees that the criteria and SOP may be amended at any time with the sole approval of the Arlington Animal services Manager or their designee. When such amendments are made the Organization can terminate the agreement if it so chooses with written notice given to CITY. The Organization agrees and understands that it must adhere to all provisions of the **ADOPTION PLACEMENT PARTNER TRANSFER UNIFORM CRITERIA** and follow all procedures in the SOP as amended as long as the agreement is in effect. Any failure to comply with **ADOPTION PLACEMENT PARTNER TRANSFER UNIFORM CRITERIA** or the SOP may result in termination and the Organization will no longer be eligible to receive animals under the program.

INDEMNIFICATION: ORGANIZATION does hereby agree to waive all claims, release, indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by error, omission, or negligent act of ORGANIZATION, its officers, agents, employees, invitees or other persons, arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement, or on or about the Premises and ORGANIZATION will, at its own cost and expense, defend and protect CITY from any and all such claims and demands. Also, ORGANIZATION agrees to and shall indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement on or about the Premises. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the CITY, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by ORGANIZATION to indemnify and protect CITY from the consequences of CITY's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage.

ASSUMPTION OF RISK: Understanding that animals may cause personal injury, disease or death or emotional distress, regardless of the animal behavior observed before or after transfer, and understanding that there are serious risks of injury or death inherent with the care and custody of animals such as animal bites and animal attacks on humans, other animals or property as well as the transmission and proliferation of rabies or parvovirus and other diseases, Organization assumes any risk of liability, claims, suits, demands, expenses which may arise by reason of injury to persons, or loss of, damage to, or loss of use of any property occasioned by the error, omission or negligent act of the Organization or City.

SIGNED this ____ day of _____, 20__

ORGANIZATION

BY: _____
Printed Name: _____
Title: _____
Address: _____

Web site/email: _____

CITY OF ARLINGTON

REVIEWED BY: _____
Printed Name: _____
Title: _____
Approved:
Denied:
Date: _____