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**ANIMAL TRANSFER AGREEMENT (RESCUE)**

This Animal Transfer Agreement (Rescue) (the “Agreement”), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_, 20\_\_\_\_, is entered into between **[*insert name of shelter*]** (the “Shelter”), on the one hand, and [***insert name of rescue organization***], a 501(c)(3) non-profit organization registered in the State of [***insert jurisdiction of incorporation***] (the “Rescue Organization”), on the other hand.

1. ***Transfer of Animal***. The Shelter desires to transfer **[*insert name of animal*]** (a **[*species*]** identified by the Animal ID# \_\_\_\_\_\_\_\_\_\_\_\_\_\_) (the “Animal”) to the Rescue Organization, and the Rescue Organization agrees to accept such transfer by the Shelter subject to the following terms and conditions. A copy of pertinent information on file under the relevant Animal ID for the Animal has been provided by the Shelter to the Rescue Organization.
2. ***Certifications by Rescue Organization.***The Rescue Organization certifies that: (a) it is a 501(c)(3) non-profit organization authorized to house [***species***]; (b) it has all requisite power and authority to enter into this Agreement and carry out the transfer of the Animal contemplated hereby; (c) neither it nor any of its current employees or volunteers have ever been found guilty of violating any law regarding the welfare of, or cruelty to, animals; (d) the Animal will not displace other animals in the Rescue Organization’s care, and the Rescue Organization will not euthanize the Animal (or cause or allow the Animal to be euthanized) for space or for any other reason whatsoever, except upon the recommendation of a veterinarian for humanitarian reasons; and (e) the transporter of the Animal on behalf of the Rescue Organization is authorized by the Rescue Organization to accept transfer of the Animal.
3. ***Ownership Transfer****.* Upon receipt of custody of the Animal by the Rescue Organization or its authorized representative (the “Effective Time”), the Shelter transfers to the Rescue Organization, and the Rescue Organization accepts from the Shelter, all legal and equitable rights and responsibilities related to the Animal.
4. ***Microchipping.*** If the Animal is microchipped, the Rescue Organization agrees to promptly take all actions that are necessary to transfer the microchip registration to the Rescue Organization. [**{Shelter Decision:}** If the Animal is not microchipped, the Rescue Organization hereby agrees to promptly microchip and properly register the Animal.]
5. ***Animal Transferred As-Is****.* The Rescue Organization acknowledges that the Shelter does not guarantee, nor does the Shelter make any representations or warranties (expressed or implied) about the Animal. The Rescue Organization agrees that the Shelter is in no way responsible for any consequences or costs related to the Animal which are incurred by the Rescue Organization after the Effective Time. The Rescue Organization accepts transfer of the Animal “as is,” with all faults patent or latent.
6. ***Expenses****.*  Starting from the Effective Time, all costs of care for, and maintenance and sustenance of, the Animal (including, without limitation, the Animal’s veterinary expenses) are the sole responsibility of the Rescue Organization.
7. ***Responsibility of Care***. The Rescue Organization is accepting transfer of the Animal for the purpose of subsequent fostering or adoption, and, as of the Effective Time, the Rescue Organization agrees to the following conditions:
	1. it will provide proper and sufficient food, water, shelter and identification for the Animal as well as adequate exercise and affection;
	2. it will provide, at the Rescue Organization’s expense, all routine, urgent and emergency veterinary care for the Animal;
	3. [**{Shelter Decision:}** it will comply with any and all applicable animal-related laws and regulations, including all applicable zoning laws and permit requirements; provided, that if the Rescue Organization violates any such laws, regulations and/or requirements, such violation may, in the Shelter’s sole discretion, result in forfeiture of the Animal to the Shelter and/or in the Shelter’s refusal to provide more animals to the Rescue Organization until the Shelter is satisfied that the Rescue Organization is able to comply with all applicable laws, regulations and requirements;]
	4. it will never transfer (or cause or allow to be transferred) custody or ownership of the Animal to any individual or organization that intends to use the Animal for any commercial purpose, including but not limited to fighting, breeding or research;
	5. it will carefully screen applicants for adoption of the Animal;
	6. it will use only positive, humane methods of training and handling, which means that the Rescue Organization will never use prong, choke or shock collars or other punishment-based equipment with the Animal or engage in (or allow the Animal to be engaged in) any training that involves punishment, pain or fear; and
	7. it will never declaw the Animal (or cause or allow the Animal to be declawed), other than for therapeutic reasons recommended by a veterinarian.
8. ***Waiver of Liability***. The Rescue Organization agrees that the Shelter is not liable for any claims, legal actions, losses, injuries, damages, costs, expenses or liabilities whatsoever in connection with the Rescue Organization’s ownership, custody and care of the Animal.
9. ***Release of Liability and Indemnification***. The Rescue Organization hereby expressly waives and relinquishes, completely releases and forever discharges the Shelter and its representatives from any and all claims, actions or causes of action of any kind whatsoever, which the Rescue Organization now has or later may have against the Shelter and/or its representatives, and which in any way result from, arise out of or are in connection with the Rescue Organization’s ownership, custody or care of the Animal, and whether or not such claims, actions or causes of action may be attributable to the negligence or carelessness of the Shelter or its representatives. [**{Shelter Decision}:** The Rescue Organization further agrees to indemnify and hold the Shelter and its representatives harmless from and against any and all claims, liabilities, demands, causes of action, losses, damages, expenses (including veterinary expenses) and fees (including attorneys’ fees) arising from any breach of the representations, warranties or agreements made by the Rescue Organization in this Rescue Agreement or otherwise arising from the Rescue Organization’s custody or care of the Animal.]
10. ***General Provisions***. This Agreement shall be interpreted in accordance with the laws of the State of California, without regard to principles of choice or conflicts of law, and the Rescue Organization and Shelter agree that all disputes between them relating to this Agreement shall be resolved or adjudicated in [**the County in which the Shelter is located**]. If any provision of this Agreement is deemed void, invalid or unenforceable, such provision shall be considered severed from this Agreement and shall not affect the validity or enforceability of any other provision. This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter herein and supersedes all prior understandings, discussions, representations, warranties and agreements between the parties, whether written or oral.

By signing this Agreement, each party hereby agrees to, acknowledges and gives its consent without reservation to the above terms and conditions, as of the Effective Time.

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| **“SHELTER”****[INSERT NAME]** By: Name: Its:  | **“RESCUE ORGANIZATION”****[INSERT NAME]** By: Name: Its:  |