



**AGREEMENT FOR THE
RELEASE OF ANIMALS
TO ANIMAL WELFARE AGENCY**

The following are the terms of the agreement between the City of Arlington Animal Services Division (“Animal Services”) and _____ (“Animal Welfare Agency”).

Animal Services hereby agrees under the terms of this agreement to release animals specified on the Animal Release Record. A new release form shall be completed each time animals are released to the Welfare Agency according to the terms of this agreement. In consideration for title and ownership of selected animals and for other good and valuable consideration, the Animal Welfare Agency agrees to accept receipt of the animal(s) listed on the Animal Release Record and to comply with the following terms:

1. The Animal Welfare Agency certifies that it is a non-profit organization and before any animal is released to the Animal Welfare Agency, the Animal Welfare Agency shall submit a copy of its *501 c (3) designation, by-laws, or organizational charter* to the City of Arlington Animal Services Manager.
2. The Animal Welfare Agency agrees to provide the Animal Services Manager with a current list of members names who may act as a representative on behalf of the Animal Welfare Agency. Prior to releasing any animal, the Animal Welfare Agency member shall identify himself or herself with a current Texas driver’s license.
3. The Animal Welfare Agency shall care and maintain for the animals as detailed in the attached Exhibit “A”.
4. The Animal Welfare Agency understands that all animals are available for adoption to the Animal Welfare Agency at the sole discretion of the Animal Services Manager or designee.
5. If the Animal Welfare Agency is considered a rehabilitator, the Animal Welfare Agency agrees to provide a copy of its state rehabilitator license, prior to the release of any animal, to the City of Arlington Animal Services Manager.
6. If the animal is 6 months of age or older, the Animal Welfare agency agrees to have the animal spayed or neutered within 30 days of receipt by a licensed veterinarian. If the animal is under 6 months of age, the Animal Welfare Agency agrees to have the animal spayed or neutered by a licensed veterinarian, when it reaches the age of 6 months.
7. If the animal is 4 months of age or older, the Animal Welfare Agency agrees to have the animal vaccinated for rabies. If the animal is under 4 months of age, the Animal Welfare Agency agrees to have the animal vaccinated for rabies when it has reached 3 months of age but not older than 4 months of age.
8. If the animal is 6 weeks of age or older, the Animal Welfare Agency agrees to have the animal provided core vaccinations. If the animal is under 6 weeks of age, the Animal Welfare Agency agrees to have the animal provided core vaccinations when it has reached 6 weeks of age.

9. If a determination is made by a licensed veterinarian that the treatment of a sick or injured animal is not a viable option, the Animal Welfare Agency agrees to have the animal euthanized by a licensed veterinarian.
10. The Animal Welfare Agency agrees to return written documentation from an attending licensed veterinarian demonstrating compliance with the above said spay/neuter, rabies and core vaccination agreement. This documentation shall be submitted to:

Arlington Animal Services
Attn: Manager
1000 SE Green Oaks Blvd.
Arlington, Tx 76018

The Animal Welfare Agency further agrees that failure to demonstrate compliance with the above said spay/neuter and rabies vaccination agreement will result in the suspension of animals being released to the Animal Welfare Agency until such documentation has been received and approved by Animal Services.

11. The Animal Welfare Agency agrees to pay the appropriate fee and utilize Arlington Animal Services to microchip and provide core vaccinations to animals adopted by the Agency; or the fee may be waived if the Agency microchips and provides the core vaccinations to the adopted animal under their own accord and if the microchip identification number and core vaccination information is provided to Arlington Animal Services. The microchip identification number will become a record of the City of Arlington animal identification database. The data will be utilized to identify and reference as a point of contact the Animal Welfare Agency as the primary adoptee.
12. The Animal Welfare Agency agrees to allow the City of Arlington Animal Services Manager or designee access to his or her premises at reasonable hours to allow inspections.
13. The City of Arlington may terminate this agreement at any time with or without cause by giving ten (10) days written notice.

Indemnity

The undersigned animal welfare agency understands that there are serious risks of injury or death inherent with the care and custody of animals. Such risks include, but are not limited to, animal bites and other attacks on humans, animals, or property, as well as the transmission and proliferation of rabies and other diseases. The CITY makes no representations as to the health or nature of these animals, and the undersigned agency takes these animals on an “as is” basis.

In consideration for the conveyance of these animals to the undersigned agency, and for other good and valuable consideration, the undersigned agency does hereby, to the extent allowed by law, agree to waive all claims, release, indemnify, defend and hold harmless the CITY and all of its officials, officers, agents, employees and volunteers, in both their public and private capacities, from any and all liability, claims, suits, demands, or causes of action, including all expenses of litigation and/or settlement which may arise by reason of injury to property or persons occasioned by the error, omission, or negligent act of the undersigned agency, its officers, agents, employees, volunteers or other persons, or arising out of or in connection with this agreement, or arising out of or in connection with any animal herein conveyed, and the undersigned agency will, at its own cost and expense, defend and protect CITY from any and all such claims and demands.

The undersigned agrees to and shall indemnify, defend and hold harmless CITY and all of its officials, officers, agents, employees and volunteers 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 attorneys 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 pursuant to this agreement, including, but not limited to, injury suffered while on the premises of the Arlington Animal Services Center. Such indemnity shall apply whether or not the claims, suits, losses, damages, causes of action or liability, arise in whole or in part from the negligence of City or any of its officers, officials, agents, employees and volunteers, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. It is the express intent of the parties that such indemnity is indemnity by the undersigned agency to indemnify and protect CITY from any and all liability, claims, suits, losses, damages or causes of action due to the City's own negligence, error or omission.

EXECUTED this _____ day of _____ 20____

(Printed Name of Animal Welfare Agency President/Vice President/Owner)

(Address) (City) (Zip Code)

(Home Phone Number) (Work Phone Number)

(Agency President/ Vice President/Owner Signature) (Deputy City Manager Signature)

Attest:

APPROVED AS TO FORM:
JAY DOEGY, CITY ATTORNEY

BY _____

Karen Barlar
City Secretary