

ADOPTION PARTNER AGREEMENT

THIS ADOPTION PARTNER AGREEMENT (“Agreement”) is made and entered by and between _____, a municipal entity or 501(c)(3) animal rescue or adoption organization (hereinafter referred to as “Adoption Partner”), and THE HUMANE SOCIETY OF POMONA VALLEY, INC. dba INLAND VALLEY HUMANE SOCIETY & SPCA, a California nonprofit corporation (hereinafter referred to as “IVHS”) (hereinafter “Party,” individually, or “Parties,” collectively).

WHEREAS, Adoption Partner is located at _____ (complete address) and is in the business of rescuing and/or adopting _____ (list of species or animals and breeds of dogs and/or cats);

WHEREAS, IVHS operates an open access animal shelter located at 500 Humane Way, Pomona, California 91766 and provides animal care and sheltering services to contract cities in Los Angeles, Orange and San Bernardino Counties;

WHEREAS, the Parties wish to enter into this Agreement in order to work cooperatively to provide a standardized and equitable adoption program, to reduce the number of animals housed by IVHS and to ensure that all healthy animals are adopted into permanent homes;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, it is mutually agreed by and between the Parties, as follows:

1. Adoption Partner hereby agrees that:

- (a) It is a municipal entity (state or local government entity) or a nonprofit (as defined in Section 501(c)(3) of the Internal Revenue Code) animal rescue or adoption organization.
- (b) If a nonprofit animal rescue or adoption organization, it will maintain status as a 501(c)(3) animal rescue or adoption organization. This Agreement will terminate automatically if Adoption Partner fails to maintain status as a 501(c)(3) animal rescue or adoption organization.
- (c) It is organized and operated for the purpose of animal rescue and/or adoption.
- (d) It has no history of convictions for violations of state law or local ordinances regarding animal cruelty or neglect, including, but not limited to, violations of California Penal Code sections 596 through 600.5.
- (e) It will comply with all state and local laws related to animals, including, but not limited to, all applicable provisions of the Penal Code, Civil Code, Food & Agriculture Code and Health & Safety Code.

- (f) It will comply with all state and local zoning ordinances.
- (g) It will maintain all state and local permits and licenses as required for the operation of an animal rescue or adoption organization.
- (h) It will work cooperatively and professionally with IVHS staff and volunteers.
- (i) It will provide a list of all volunteers authorized to accept animals for Adoption Partner on a form provided by IVHS and to notify IVHS of changes in the names of volunteers authorized to accept animals for Adoption Partner.
- (j) It will ensure that volunteers follow the terms of this Agreement.
- (k) It will ensure the safe and humane treatment of animals in its care.
- (l) To the best of its ability, it will accept animals from IVHS on the date(s) the animals are made available by IVHS.
- (m) It will advise IVHS of any changes in its organization, housing locations for its animals, and other material information that could affect the understanding between Adoption Partner and IVHS.
- (n) It will spay or neuter all animals prior to placement in permanent homes if those animals have not been spayed or neutered prior to transfer.
- (o) It will have an emergency plan for animal care and housing in the event of natural or manmade emergencies such as fires, earthquakes and evacuations.
- (p) It will provide veterinary care as needed through the services of veterinarians who are licensed in the state where the Adoption Partner is located or where veterinary services are provided.

2. IVHS hereby agrees that:

- (a) It will release animals to Adoption Partner pursuant to California law, including, but not limited to, the provisions in California Food and Agriculture Code sections 31108 and 31752.
 - (i) IVHS will only release those species and breeds listed by Adoption Partner in this Agreement.
 - (ii) IVHS will only release animals to persons listed on the List of Authorized Adopters submitted with this Agreement.

- (b) It will charge Adoption Partner 50% or less of the normal adoption fee for all animals released to Adoption Partner as long as Adoption Partner remains in compliance with this Agreement.
- (c) It will notify Adoption Partner within five (5) days of any suspected breach of this Agreement. IVHS will allow Adoption Partner five (5) days following the notice to correct any breach of the Agreement. If the alleged breach is not corrected within five (5) days of the notice of breach, IVHS will terminate this Agreement.

3. The Parties hereby agree that:

- (a) Breach of Agreement. False information provided by Adoption Partner in this Agreement constitutes a breach of the Agreement. If Adoption Partner supplies false information and does not correct the breach within five (5) days, IVHS will terminate this Agreement.
- (b) Appeal of Denial or Termination. If IVHS denies Adoption Partner status following submission of all required documents and the signed Agreement or if the Agreement is terminated pursuant to Paragraphs 2(c) or 3(a), Adoption Partner can appeal the denial or termination by providing a written request for appeal to the President/CEO for IVHS.
- (c) Term & Termination. Unless terminated pursuant to the provisions of Paragraphs 2(c) or 3(a), the term ("Term") of this Agreement shall commence as of the date it is signed by IVHS ("Effective Date") and continue for twelve (12) months ("Initial Term"), with an automatic twelve (12) month renewal term occurring at the end of the Initial Term ("Renewal Term(s)"), and at the end of each subsequent Renewal Term(s), as applicable. This Agreement is automatically renewed at the end of each Term (both Initial and Renewal) unless either Party provides written notice to the other Party of its intent to terminate this Agreement at the end of the Term. A notice of intent to terminate must be given thirty (30) days before the expiration of the Initial or Renewal Term.
- (d) Merger and Integration Clause. This Agreement consists of the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by both Parties.
- (e) Severability Clause. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
- (f) Prohibition Against Transfers. Neither Party may assign or otherwise transfer or delegate any right or duty under this Agreement without the

express written consent of the other Party. Any attempt to do so without the express written consent of both Parties shall be null and void and any assignee or transferee shall acquire no right or interest by reason of such attempted assignment or transfer. This provision only applies to the transfer of rights under this Agreement and does not prohibit Adoption Partner from transferring animals to other parties.

(g) Attorneys' Fees. In any litigation, arbitration or other proceeding by which one Party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each Party shall be responsible for payment of attorneys' fees and costs incurred by that Party, regardless of which Party is the prevailing party in the matter.

(h) Force Majeure. Neither Party will be considered to be in default of this Agreement as a result of events beyond their reasonable control. For purposes of this Agreement, such events shall include, but are not limited to, acts of God, terrorism, war, catastrophe, or other "force majeure" events beyond the Parties' reasonable control.

(i) Authorized Parties. Each Party to this Agreement has the authority to enter into and form the Agreement. The individuals signing the Agreement have the authority to act as agents of their respective organizations. Each Party acknowledges that they have read this Agreement and will abide by it.

(j) Choice of Law. This Agreement shall be governed by, and construed in all respects, in accordance with the laws of California. The place for any action initiated to enforce any obligation under this Agreement shall be the County of Los Angeles, California. The Parties hereby waive any objection to venue in California.

(k) Notices. A notice required or desired to be given pursuant to this Agreement shall be given in writing and sent by certified mail, return receipt requested, addressed as follows:

For Adoption Partner:

(Name)
(Address)
(City/State/Zip)
(Phone)

For Humane Society:

President/CEO
500 Humane Way
Pomona, CA 91766
(909) 623-9777

Any notice so given shall be considered served on the other Party three (3) days after the date of mailing. The address for the notice may be changed by giving written notice of such change pursuant to this Paragraph.

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and year first above written.

ADOPTION PARTNER:

IVHS:

By:

By: William C. Harford
President/CEO

Its:

Date

Date