



RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES  
5950 Wilderness Avenue, Riverside CA 92504, (951) 358-7387

## **Adoption Partner Agreement**

**Adoption Partner:** \_\_\_\_\_

Both the County of Riverside Department of Animal Services (DAS) and the Adoption Partner Organization (APO) agree to the following terms:

### **Definitions:**

Adoption Partner Organization is a current non-profit or not-for-profit organization with written proof of State of California Franchise Tax Board and/or Federal Department of the Treasury Internal Revenue Service 501(c) 3 status **or** a for-profit organization with a current business license and CA Seller's Permit with at least one of its purposes being the sale or placement of animals that have been removed from a public animal control agency or shelter.

Adoption Partner Coordinator (APC) is a DAS employee whose primary responsibility is to facilitate the transfer of shelter animals to APOs.

### **AGREEMENT TERMS**

1. The APO will provide the DAS with written proof of California (State of California Franchise Tax Board) and/or Federal (Department of the Treasury Internal Revenue Service 501(c) 3, non-profit or not-for-profit) status. For-profit organizations will provide a copy of its current business license and California Seller's Permit to DAS.
2. The APO must complete DAS's "Adoption Partner Agreement" yearly. The APO director/president or other officer of the APO on file must sign the agreement. A maximum of six (6) representatives will be authorized to obtain animals on behalf of the APO (exceptions may be approved by the DAS Deputy Director or designee). Each representative is required to provide his/her driver's license/California identification at the time of transfer. The APO director/president or other officer of the APO on file, may request to change a representative of their organization by submitting such request.
3. The APO shall provide animals obtained from DAS with a healthy, clean, and safe environment and shall provide the animals with necessary and prompt veterinary care, nutrition, and shelter at the APO's expense.

4. The APO shall maintain accurate records of each animal obtained from DAS. Such records shall include information regarding proof of spay/neuter and veterinary care. DAS retains the right to inspect and/or request such records for monitoring compliance with State law.

5. DAS will absorb all costs for impounding, vaccinating and caring for animals that are eventually transferred to APOs. Any fees that apply to the APO will be discussed on a case by case basis. Under current economic conditions, DAS may be unable to spay/neuter animals as requested and paid for by the APO. Most animals will be released to APOs without being sterilized. **The APO must comply with State law (California Food & Ag. Code §§ 30503 and 31751.3) that requires dogs and cats to be altered prior to placement.**

CA Food & Ag. § 30503(a)(1)

Except as otherwise provided in subdivision (b), no public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, **or rescue group shall sell or give away to a new owner any dog that has not been spayed or neutered.**

CA Food & Ag. § 31751.3(a)(1)

Except as otherwise provided in subdivision (b), no public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, **or rescue group shall sell or give away to a new owner any cat that has not been spayed or neutered.**

6. The APO shall encourage the new owner to license animals within the jurisdiction where the owner and animal will reside.

7. The APO shall comply with all animal-related laws and regulations, including all applicable zoning laws, and permit requirements. The APO shall not transfer the custody or ownership of any animal obtained from DAS to any individual or organization when the APO should reasonably know that doing so will violate animal-related laws, regulations, zoning provisions or permit requirements, regardless of jurisdiction.

8. The APO recognizes that the purpose of a rescue is to place the altered animals in a good adoptive home – warehousing, breeding, or mass kenneling operations, etc., are not deemed to be suitable placements.

### **Transfer of Animals**

9. The APO shall contact the DAS APC and schedule an appointment to select and transfer the animal(s) so that the best possible customer service can be provided.

10. When the animal transferred to the APO has already been altered, it must be picked-up the same day of the transfer. Animals that are altered by a veterinarian designated by DAS shall be picked up by the APO from the veterinarian on the same day they are altered.

11. The APO shall agree to allow inspections of the animals and housing facilities or foster homes. Such inspections shall be made during reasonable hours at times when the owner or operator of the home/kennel or cattery is present and with such frequency as the APC deems appropriate. The inspections may, at the discretion of DAS, be made without prior notice to the owner or operator of the APO. Willful refusal on the part of the APO to allow such inspections may result in DAS's refusal to continue to provide animals to the APO or any of its representatives.

12. The APO understands information may be shared with other public or contracted agencies for the purpose of protecting the welfare of our community's animals and to assure compliance with this and other agreements. The APO further understands that all nonexempt records of DAS may be inspected and copied from members of the public, as DAS is a public agency subject to the California Public Records Act (California Govt. Code § 6250 *et seq.*).

13. "Adoption Partner Interest Hold" is a notation on a specific animal's record that a particular APO has an interest in this animal if it is not adopted by the public or if it has been determined to be unsuitable for adoption. DAS reserves the right to remove an Adoption Partner Interest Hold when a determination is made that the animal is too sick, injured, or a safety liability because of aggressive behavior and/or the animal shelter population is approaching maximum capacity. In the event of such occurrences, DAS will attempt to contact the APO prior to rescinding the hold. DAS reserves the right to make a decision based on the best interest of the animal.

14. The APO may request a "Call Before Euthanasia Hold" on an impounded animal. A phone call will be made by the staff prior to euthanasia. After notification, the APO will have 24 hours to transfer the animal to their organization and remove the animal from the shelter. If APO-held animals are not picked up by the APO on the agreed upon day, the animal **may** be humanely euthanized.

15. After communicating with the APC and committing to take a specific animal, the APO is expected to pick up the animal from DAS on the agreed time and date. Failure to follow through with the commitment may result in the humane euthanasia of the animal and may result in DAS refusal to continue to provide animals to the APO or any of its representatives.

17. In an effort to ensure effective customer service and efficiency, the APO is expected to respect the public right to privacy and not to interfere with the conduct of business between the public and DAS staff. An APO and its representatives are expected to conduct themselves in a professional manner at all times while at the shelter and respect employee only areas.

**18. The animals eligible for transfer from DAS to APO may have significant identifiable health conditions or behavior traits. It is likewise possible that other undiagnosed/undiagnosable conditions exist in shelter animals. By accepting animals from DAS, the APO accepts all legal and financial responsibility regarding the animals.**\_\_\_\_\_

19. The COUNTY of RIVERSIDE, its officers, agents, and employees shall not be liable for, and Adoption Partner Organization shall defend, indemnify and hold the COUNTY harmless from, any and all claims, liability, judgments, fines, losses, damages, expenses, or costs of any

kind or character, including attorney's fees and court costs (hereinafter referred to as "Claims"), arising out of, or in any manner either directly or indirectly connected with, any act, error, omission or negligence of APO or its agents, employees, or volunteers, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of the COUNTY of RIVERSIDE, its officers, agents or employees. APO shall have no obligation to indemnify the COUNTY from a claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligence or willful misconduct of the COUNTY of RIVERSIDE, its officers, agents, or employees.

**In our effort to promote pet adoption, we invite you to join our "Adoption Partner Link" page on our website at <http://www.rcdas.org/rescues.htm>. Please supply us with your website address so we may help promote your organization.**

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County of Riverside:

Adoption Partner Organization

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Signature

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Signature

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Date

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Print

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Date

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E-Mail

By: \_\_\_\_\_  
Division Director or Designee

By: \_\_\_\_\_  
Officer of Organization

How and where does your organization find adopters for the animals transferred from DAS shelters?

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# ADOPTION PARTNER APPLICATION

## Riverside County Department of Animal Services

*Note: Please complete the requested information below and **attach a copy of your organization's adoption application, proof of 501(c)3 Status or current business license and CA Seller's Permit***

<b>Adoption Partner Information</b>				
Organization Name:	Seller' permit /501(c)3 ID#	<i>(please attach copy)</i>		
Address (not a P.O. Box):	City:	State:	Zip:	
Phone: (    )	Cell Phone: (    )			
Fax: (    )				
Email:	Website:			
Organization's Representative:			Position held:	
<b>Approved Personnel to Remove Animals from Shelter (Maximum 6)</b>				
NAME	ADDRESS	PHONE	CELL PHONE	E-MAIL
1.				
2.				
3.				
4.				
5.				
6.				

**APPLICATIONS ARE SUBJECT TO APPROVAL BY DAS**

I understand that the COUNTY of RIVERSIDE DAS officials have the right to inspect and/or visit the Adoption Partners kennel location(s) at reasonable times. I certify that all information provided is true, complete, and correct. I will assure the humane treatment of all Animals released to me or my designee and agree to remain in compliance with local and state laws as they pertain to code compliance and humane animal care.

\_\_\_\_\_  
Officer of Organization

\_\_\_\_\_  
Date

<b>For Office Use Only</b>		
Date Received	Date Reviewed:	Reviewed By:
Group #:	501(c)3 Received	