*[Insert Organization Letterhead as Applicable]*

**ANIMAL TRANSFER AGREEMENT (SHELTER)**

This Animal Transfer Agreement (Shelter) (the “Agreement”), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, \_\_\_\_\_\_, is entered into between **[Name Of Shelter]** (the “Shelter”), on the one hand, and [**Name Of Receiving Organization**] (the “Receiving Shelter”), on the other hand.

1. ***Transfer of Animal***. The Shelter desires to transfer **[Name Of Animal]** (a **[Species]** identified by the Animal ID# \_\_\_\_\_\_\_\_\_\_\_\_\_\_) (the “Animal”) to the Receiving Shelter, and the Receiving Shelter 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 Receiving Shelter.
2. ***Certifications by Receiving Shelter.***The Receiving Shelter certifies that: (a) it is 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) the Animal will not displace other animals in the Receiving Shelter’s care, and the Receiving Shelter will not euthanize the Animal (or cause or allow the Animal to be euthanized) except upon the recommendation of a veterinarian and for humane reasons; and (d) the transporter of the Animal on behalf of the Receiving Shelter is authorized by the Receiving Shelter to accept transfer of the Animal.
3. ***Ownership Transfer****.* Upon receipt of custody of the Animal by the Receiving Shelter or its authorized representative (the “Effective Time”), the Shelter transfers to the Receiving Shelter, and the Receiving Shelter accepts from the Shelter, all legal and equitable rights and responsibilities related to the Animal.
4. ***Microchipping.*** If the Animal is microchipped, the Receiving Shelter agrees to promptly take all actions that are necessary to transfer the microchip registration to the Receiving Shelter. [**{Shelter Decision}:** If the Animal is not microchipped, the Receiving Shelter hereby agrees to promptly microchip and properly register the Animal.]
5. ***Animal Transferred As-Is****.* The Receiving Shelter acknowledges that the Shelter does not guarantee, nor does the Shelter make any representations or warranties (expressed or implied) about the Animal. The Receiving Shelter agrees that the Shelter is in no way responsible for any consequences or costs related to the Animal which are incurred by the Receiving Shelter after the Effective Time. The Receiving Shelter accepts transfer of the Animal “as is.”
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 Receiving Shelter.
7. ***Responsibility of Care***. The Receiving Shelter is accepting transfer of the Animal for the purpose of subsequent fostering or adoption, and, as of the Effective Time, the Receiving Shelter 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 Receiving Shelter’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 Receiving Shelter 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 Receiving Shelter until the Shelter is satisfied that the Receiving Shelter 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 the Receiving Shelter knows 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. **[**{**Shelter Decision**}: it will use only positive, humane methods of training and handling, which means that the Receiving Shelter 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;**]**
	7. it will never declaw any cats received from the Shelter (or cause or allow any cats received to be declawed), other than for therapeutic reasons recommended by a veterinarian; and
	8. it will keep non-altered female animals separate from non-altered male animals at all times, and it shall comply with all applicable legal obligations in its disposition of the Animal, including, without limitation, California Food & Agricultural Code Sections 30503, 30520, 31751.3, and 31760.
8. ***Release of Liability and Indemnification***. The Receiving Shelter hereby completely releases and forever discharges the Shelter and its employees, volunteers and agents (collectively, “Representatives”) from, and expressly waives and relinquishes, any and all claims, actions or causes of action of any kind whatsoever, which the Receiving Shelter 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 Receiving Shelter’s ownership, custody or care of the Animal, 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 Receiving Shelter 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 Receiving Shelter in this Agreement or otherwise arising from the Receiving Shelter’s custody or care of the Animal.]
9. ***General Provisions***. This Agreement may be executed in counterparts, each of which is deemed to be an original but when taken together shall constitute one instrument. 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 Receiving Shelter and Shelter agree that all disputes between them relating to this Agreement shall be resolved or adjudicated in **[Shelter’s Location]** County. 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:  | **“RECEIVING SHELTER”****[INSERT NAME]** By: Name: Its:  |