

Hawaii Island Humane Society Rescue Partnership Agreement

WHEREAS, the Hawaii Island Humane Society, S.P.C.A. (hereinafter “HIHS”) is a 501(c)(3) private nonprofit organization dedicated to the welfare of animals;

WHEREAS, one of its responsibilities is to accept all animals regardless of condition or circumstance;

WHEREAS, HIHS receives a far greater number of animals than can be adopted into our community;

WHEREAS, HIHS recognizes that it can work with Rescue Partners to provide some of these animals with a second chance at recovery and the opportunity to find new homes, the below policies, terms and conditions are designed to enable HIHS and Rescue Partners to help as many animals as possible and to ensure that we share common beliefs, attitudes and practices related to the care and humane treatment of animals; and

WHEREAS, HIHS is dedicated to helping animals and therefore, will adopt HIHS animals to qualified Rescue Partners at NO CHARGE, HIHS invites animal rescue organizations and individuals to apply and work with HIHS as a Rescue Partner (hereinafter “RP” or “Releasor”) so that *together* we can improve the lives of companion animals here on Hawaii Island.

NOW THEREFORE, HIHS and Rescue Partner hereby enter into this Rescue Partnership Agreement on the terms and conditions stated herein.

Rescue Partnership Commitment

- I. Recognition that all stakeholders in the animal welfare community have a passion for and are dedicated to the mutual goal of saving animals' lives.
- II. HIHS and RP, as animal welfare stakeholders, agree to foster a mutual respect for one another. When discussing differences of policy and opinion, either publicly or within and among our own agencies, HIHS and RP agree to refrain from denigrating or speaking ill of one another.
- III. RP must have sufficient space to appropriately house the adopted animals. No HIHS animals adopted by the RP should be euthanized after arrival because of lack of space.
- IV. An off island transfer is a one-way transport. A RP not located on Hawaii Island cannot ‘reject’ an animal once it reaches the destination.
- V. RP must maintain animals in a healthy and safe environment with appropriate human interaction, meeting the Association of Shelter Veterinarians *Guidelines for Standards of Care in Animal Shelters*.
- VI. RP agrees it will utilize behavior modification techniques and methods that will not be physically or mentally stressful or damaging to the animal.
- VII. RP agrees medical care and treatment provided by RP shall be overseen by a licensed veterinarian.
- VIII. RP agrees never to allow an animal to be used for medical experimentation, research, fighting, harvesting of organs, or commercial exploitation.

- ix. RP must comply with all local, state, national and international laws and may not knowingly place an animal with a person or group that is in non-compliance with local animal control and licensing codes.
- x. RP must agree to make every attempt to find loving, responsible, lifelong homes for their animals.

RP Animal Adoption Procedure

Pre-Adoption Contact

- i. It is understood that current standards of care in animal shelters are for RP's to adopt pets that are less likely to be adopted. HIHS prefers that RP's adopt pets that have spent at least three days at an HIHS shelter as a courtesy to HIHS donors and patrons. If an HIHS animal can be placed by a RP immediately, HIHS will not prevent said adoption.
- ii. Communication between the designated HIHS coordinator and RP is critical to decide and confirm timing, number and types of animals being transferred, and any health considerations.
- iii. RP will thoroughly review the behavior observations and health record of each animal before agreeing to accept the adoption.
- iv. If the RP would like to request additional animals or a different type or breed of animal, it is encouraged to contact HIHS to make the arrangements.

Pre-Adoption Behavior and Health Observation

- i. All animals selected for adoption will be observed by an HIHS representative. During this observation, general notations will be made about the socialization and kennel habits and general health of each animal.
- ii. HIHS will not place up for adoption an animal that poses a threat to public safety or an animal with a chronic or recurrent disease that may pose a threat to the health of people or other animals.
- iii. In the event that an HIHS animal placed with a RP develops signs of inappropriate aggression toward humans or other animals, or develops a chronic or recurrent disease that may pose a threat to the health of people or other animals after being transferred to a RP, HIHS would not condone the adoption of that animal and would recommend the RP humanely euthanize the animal.
- iv. HIHS will make every attempt to disclose any and all information related to the medical condition of the animal, including making available any documents or records related to the animal.
- v. When approved by HIHS, the RP can adopt animals diagnosed with a medical condition with the understanding that the animal will receive appropriate medical care, as needed.

1. After the adoption occurs, HIHS will not be responsible for any medical conditions the animal may have, either diagnosed or undiagnosed.
2. The RP will assume full responsibility for the animal's medical needs and associated costs until such time that the animal is placed into a permanent home.

Pre-Adoption Medical Routine

The following is subject to change depending on current medical standards of care.

- ii. All dogs and puppies will have received the following from HIHS:
 1. General health exam performed by vet tech.
 2. Dewormed with Strongid-T.
 3. DHLPP vaccine administered during check in exam, if not previously administered within the last 12 months. Additionally, puppies receive booster vaccinations every 3 weeks until the puppy is over 16 weeks of age.
 4. A heartworm test will be done on all dogs over 6 months of age. If negative, Sentinel is administered on a monthly basis to adult dogs as a heartworm preventative.
 5. An outgoing visual examination will be conducted for any open sores/wounds, abnormally runny eyes (i.e. conjunctivitis), runny nose, any congestion or trouble breathing, loose stool or diarrhea, pronounced dermatitis, loss of appetite or lethargy. Health records will be updated and current on any medical issues observed.
 6. A flea and tick preventative will be administered at check in and monthly thereafter.
 7. Spay or neuter surgery will be completed prior to or upon adoption.
- iii. All cats and kittens will have received the following from HIHS:
 1. General health exam performed by vet tech
 2. FVRCP vaccine administered at intake. Kittens receive booster vaccinations every 3 weeks until older than 12 weeks of age.
 3. A FeLV/FIV test will be done on all kittens and cats. Upon negative test, kittens and cats will be administered a FeLV vaccine at 8 weeks or older, which will be repeated 3 weeks thereafter.
 4. A flea preventative will be administered at check in and monthly thereafter.
 5. Dewormed with Strongid-T and treated with Ivermectin to prevent ear mites.
 6. Ponazuril is given to kittens under 16 weeks of age for the treatment of coccidia.
 7. An outgoing visual examination will be conducted for any open sores/wounds, abnormally runny eyes (i.e. conjunctivitis), runny nose, any congestion or trouble breathing, loose stool or diarrhea, pronounced dermatitis, loss of appetite or lethargy. Health records will be updated and current on any medical issues observed.
 8. Spay or neuter surgery will be completed prior to or upon adoption.

Confirming and Completing Adoption

- i. Once animals are selected for adoption by RP, HIHS will confirm the availability of each selection and arrangements for pick up will be scheduled by HIHS.
- ii. After confirmation, no changes can be made to the animals scheduled to be transferred unless new health or behavior concerns are identified. If new concerns are identified:

1. HIHS will contact RP to disclose the findings.
2. Based on the new information, RP will confirm whether it can still accept the animal or not.
 - i. If so, the adoption progresses in the normal course.
 - ii. If not, attempts can be made to substitute another candidate into the scheduled transfer if time allows.
- iii. Once delivery of an animal has been accepted into the hands or care of the RP, legal ownership of that animal transfers to the RP.
- vi. Animals that are released to RP become the full responsibility of the RP, including any behavioral or medical incidents that may happen while in the care of the RP.

Post Adoption

- i. In the event that the RP transports animals to another island, state or country to facilitate adoptions, the RP agrees to abide by all Live Animal Regulations issued and maintained by the International Air Transport Association and by the standards set forth in the Animal Welfare Act.
- ii. RP agrees to provide HIHS the valid Name(s), Physical Address, Mailing Address and Phone Number(s) of all persons adopting HIHS-RP animals, as well as the date of adoption. It is preferred that RP finding homes for pets within the County of Hawaii contact HIHS with this information prior to finalizing an adoption, as this information will allow HIHS to help the RP screen potential adopters to prevent inadvertent adoptions to persons on the HIHS Do Not Adopt List, which includes persons convicted of animal cruelty or hoarding. If unable to provide this information prior to finalizing an adoption, an Adoption Outcome Report, attached and incorporated herein as Exhibit "A" to this Agreement, must be submitted to HIHS by fax (808-329-7375) or U.S. mail by the 5th day of each month.
- iii. RP collaborating with other Rescue or Animal Welfare Organizations are not exempt from the requirement to provide HIHS the adoption date and valid Name(s), Physical Addresses, Mailing Addresses and Phone Number(s) of individuals adopting HIHS-RP animals, even if the animals have been transferred to a Rescue or Animal Welfare Organization within or outside of the County of Hawaii. (i.e. It will not be acceptable to provide the Rescue or Animal Welfare Organization's contact information in lieu of the actual long-term adoptive owner).
- iv. Any airline kennels or other HIHS property loaned to the RP for transport shall be returned to HIHS at an agreed upon time.

IN THE EVENT THAT A RP BREACHES ANY OF THE TERMS AND CONDITIONS HEREIN, HIHS, AT ITS OWN DISCRETION, MAY TERMINATE THIS RESCUE PARTNERSHIP AGREEMENT. FURTHER, HIHS RETAINS THE RIGHT NOT TO SUPPORT RP IN OBTAINING GRANTS OR OTHER FUNDS WHERE "SHELTER SUPPORT" MAY BE A REQUIREMENT.

Release

In consideration and exchange of HIHS adopting animals to RP, RP for itself, its agents, employees and board of directors (hereinafter “Releasors” or “RP”), Releasors hereby release, acquit and forever discharge HIHS, its agents, employees, board of directors and legal counsel (hereinafter “Released Parties”) of and from any and all liability, rights, claims, demands, including but not limited to damages, costs, medical costs, expenses, actions, causes of action, suits of liability, and controversies of any and every kind and description whatsoever, whether at law or equity, under statute, in contract, or in tort, suspected or unsuspected, known or unknown, without exception or reservation, now existing or which may accrue later, on account of, and in any manner arising out of, or related to the adoption of HIHS animals to the Releasor.

Indemnification

In addition, Releasors/RP shall defend, through counsel selected by HIHS, and shall indemnify the Released Parties, and any of them, from any and all liens, claims, lawsuits, demands, proceedings or actions with respect to the adoption of HIHS animals to Releasors/RP as to any claimed injuries or damages, actual or potential, arising out of or related to the adoption of HIHS animals to Releasors/RP.

Review and Understanding of Agreement

Releasors/RP represent and warrant that it/they have had the opportunity to obtain and receive independent legal advice from attorneys of RP’s choosing with respect to the legal effect of this Agreement, and further represents and warrants that he/she/it has carefully reviewed this entire Agreement

Complete Agreement

RP understands and agrees that this Agreement constitutes the entire agreement concerning the subject matter herein, that no promise, agreement or inducement not herein expressed has been made to Releasors, and that this Agreement supersedes and replaces all prior and contemporaneous agreements, negotiations, representations, warranties and understandings of Releasors as to the subject matter of this Agreement. All terms and provisions of this Agreement are contractual and not a mere recital.

Choice of Law

RP and HIHS agree that the laws of the State of Hawaii shall control and apply to this Agreement.

RP agrees that RP has accurately represented myself and/or my rescue organization and that I have the authorization to enter into this agreement on behalf of the organization listed below.

RP further agrees that he/she/it understands and agrees to adhere to all the terms of this Rescue Partnership Agreement as outlined herein.

THE TERM OF THIS AGREEMENT IS FOR SIX (6) MONTHS FROM THE DATE NOTED BELOW.

Name of Transfer Partner Organization or Individual: _____

Name of Authorized Representative for above: _____

Position in Organization: _____

Signature: _____ **Date:** _____

Name of Authorized HIHS Representative: _____

Position in Organization: _____

Signature: _____ **Date:** _____

**Hawaii Island Humane Society, S.P.C.A.
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