

Nashville Humane Association

Initial interview (prequalification) questions for rescues or organizations requesting consideration of our no-fee dog or cat spay/neuter services

- Do you have your 501(c)(3) IRS document, and what is the name of your organization and your physical address?
- Please send us a copy of your 501(c)(3) IRS document.
- How long have you been in operation?
- Who are your officers? Could you give us a copy of your organization's bylaws?
- Do you handle specific breeds? Do you also handle mixed breeds?
- Would you be able to give a veterinary reference with an authorization for us to speak to that veterinary clinic?
- Do you have any references from someone who has adopted from you? Could we call to check?
- What other organizations or groups do you work with regularly? Please provide contact information.
- How many animals have you placed in the last 12 months?
- If an adoption does not work out, will you take the animal back?
- Do you spay or neuter before placing your animals?
- Could you please complete our application? Is it best to mail or e-mail it to you?

Nashville Humane Association

Application for breed or mixed-breed cat or dog rescue organizations requesting no-fee spay/neuter assistance

Name of rescue organization _____

Head of organization/contact person _____

Mailing address _____

Phone number _____ Fax # _____

Email _____

Website _____

Do you operate as a 501c(3) organization? _____

*Provide copy with application

Name of veterinarian(s) used by group _____

* Would you authorize us to contact them for a reference?

How long has your organization been in operation? _____

Do you spay/neuter all animals prior to placement? _____

Do you have boarding or sheltering abilities? _____

Do you utilize foster homes? _____ Do you inspect them? _____

How many animals are permitted in a foster home at one time? _____

Do you visit homes of potential adopters? _____

Please attach the following items:

1. Mission statement
2. Adoption application and other screening procedures
3. Adoption contract
4. Copy of 501c(3) document
5. Organization bylaws – list of current officers with contact information
6. Protocol for vaccination procedures and internal/external parasite treatment
7. Please provide contact information for three other animal groups you work with during the year

Mail to: Nashville Humane Association, 213 Oceola Ave., Nashville, TN 37209, ATTN: Rover Program Coordinator

Nashville Humane Association

Transfer agreement for animals received by NHA from puppy mill or hoarding seizures that are being transferred to breed or other rescues

ANIMAL TRANSFER AGREEMENT

This Emergency Services Adoption Agreement (“Agreement”) is made as the date of the last signature below, by and between

1. Nashville Humane Association (NHA), a Tennessee non-profit corporation with offices at 213 Oceola Ave, Nashville, TN 37209; and

2. _____ (“the Cooperating Organization”)
[printed name of organization]

[printed address of organization]

[printed city, state and zip]

RECITALS

R1. On or about (date), (“Law Enforcement Agency”) seized approximately X dogs and X cats (“the Rescued Animals”) from the property of (name), located at (address), as part of an ongoing criminal investigation.

R2. The Rescued Animals were subsequently surrendered to the ownership of the Law Enforcement Agency.

R3. The Rescued Animals were subsequently transferred by the Law Enforcement Agency to the ownership, care and custody of The NHA.

R4. With the knowledge and consent of the Law Enforcement Agency, The NHA desires to transfer ownership, care and custody of some the Rescued Animals to the Cooperating Organization subject to the terms of this Agreement.

AGREEMENT

Therefore, for an in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Placed Animals. The NHA will transfer ownership, care and custody of those Rescued Animals listed on the attached Exhibit A (“the Placed Animals”) with the Cooperating Organization. Such transfer shall be effective at such time as the Placed Animals are physically transferred to the control of the Cooperating Organization.

2. Veterinary Treatment. The NHA will provide the Cooperating Organization with the available veterinary medical records of each of the Placed Animals. The Cooperating Organization shall do the following:

- a. Follow up on ongoing care instructions for the Placed Animals and fully document in writing such care.
- b. Provide basic veterinary care (including but not limited to deworming, external parasite treatment, and all state required vaccinations) to the extent not already administered prior to the Cooperating Organization’s receipt of the Placed Animals and the animal’s health is such that the treatments can be safely administered.
- c. Not have the Placed Animals spayed or neutered if determined by a veterinarian, until the animal has fully recovered from all health issues and has had sufficient time to recover from the stress. All dogs or cats must be spayed or neutered; non-compliance is subject to breach of contract and possible litigation.
- d. Fully document in writing all care provided to the Placed Animals.
- e. Provide copies of the documentation maintained to The NHA and immediately notify The NHA of any health issues that arise with regard to the Placed Animals. Such notices and documentation shall be directed to:

Director of Programs and Services
Nashville Humane Association
213 Oceola Avenue
Nashville, TN 37209
Fax: 615-352-4111
email

3. Transfers to Other Organizations; Foster Care; Adoption.

a. The Cooperating Organization may not transfer any of the Placed Animals to any other organization without The NHA’s prior written approval.

b. The Cooperating Organization may place the Placed Animals into a foster care setting with an individual or family that the Cooperating Organization has used previously for providing such foster care; provided, however, that at all times the Cooperating Organization shall be responsible for the foster care provider's compliance with the terms of this Agreement.

c. The Cooperating Organization may adopt out the Placed Animals in accordance with the Cooperating Organization's normal procedures for companion animal adoptions. However, in addition to any other requirements, the Cooperating Organization shall obtain the written agreement of the adopting individuals to comply with the provisions of Paragraph 4 below and shall further prohibit the adopting individuals from transferring ownership of the Placed Animal to any other person or entity without the prior written consent of the Cooperating Organization and The NHA.

4. Law Enforcement-Related Issues. The Cooperating Organization acknowledges that the Placed Animals are considered by the Law Enforcement Agency to be evidence in an open and ongoing criminal investigation and, for that reason, the Cooperating Organization agrees to take the following additional steps to assist the Law Enforcement Agency with the investigation and any prosecution that may result therefrom:

a. Document weight of the Placed Animals pursuant to separate instructions provided by the Law Enforcement Agency.

b. Retain originals of all documents related to the care, treatment, placement, foster care and adoption of the Placed Animals (including but not limited to the veterinary medical records required in Paragraph 2 above) until advised by The NHA that they can be disposed of.

c. Make the Placed Animals available to the Law Enforcement Agency, or any other federal, state or local authorities with jurisdiction, at such times and places as requested by the Law Enforcement Agency or other authorities, including but not limited to in connection with any trials or other proceedings.

d. Fully cooperate with all reasonable requests by the NHA on behalf of the Law Enforcement Agency, or any other federal, state or local authorities with jurisdiction, for information regarding the Placed Animals.

e. Ensure that any foster care providers and/or adopters understand and agree in writing to be bound by the terms of this Agreement

f. Assist the Law Enforcement Agency, or any other federal, state or local authorities with jurisdiction, to obtain the cooperation of foster care providers and/or adopters with regard to the Placed Animals.

5. Term. This Agreement shall be binding upon the parties until the earlier of the following events:

- a. The mutual written termination of this Agreement by the parties; or
- b. The NHA being advised by the Law Enforcement Agency that the Placed Animals are no longer required in connection with any ongoing investigation or litigation.

6. Relationship of Parties. Nothing contained in this Agreement is intended to should construed to create the relationship of principal and agent, partnership or joint venture, trustee and beneficiary or of any other association between the parties hereto other than as specifically stated herein.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Waiver. No waiver of default by any party hereto shall be implied from any omission by such party to take action on account of any default. One or more waivers of any covenant, term or condition of this Agreement by a party or parties shall not be deemed to waive or render unnecessary the consent to or approval of said party or parties of subsequent or similar acts by a party or parties.

9. Amendments. This Agreement may only be amended or changed by a written instrument signed by the party against whom the change is sought to be enforced.

10. Captions. The captions and paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original. Such counterparts together shall constitute a single Agreement.

12. Choice of Law. This Agreement shall be governed by and construed according to the laws of the State of Tennessee, without regard for its conflicts of laws doctrines; provided, however, that nothing in this Agreement shall be construed to limit any rights that the Law Enforcement Agency or other federal, state or local law enforcement authorities may have under the laws of any other jurisdiction to compel the production of the Placed Animals, documentation related thereto, or other evidence by subpoena or other legal process in connection with any investigation or litigation.

13. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements, and understandings, whether written or oral.

14. Authority. Each party warrants that the person signing below is authorized to sign this Agreement on behalf of such party and to bind such party to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have, by their authorized agents, signed and delivered this Agreement as of the date of the last signature below.

“The NHA”

Nashville Humane Association

By: _____
Signature

Printed Name

Its: _____
Title

Dated: _____

“Cooperating Organization”

Printed Name of Organization

By: _____
Signature

Printed Name

Its: _____
Title

Dated: _____

EXHIBIT A/PLACED ANIMALS