

DOG SHELTERING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 200__ by and between _____, hereinafter referred to as the SHELTER and the Town/City/Village of _____, hereinafter referred to as the MUNICIPALITY:

WITNESSETH:

WHEREAS, the MUNICIPALITY wishes to comply with the New York State Agriculture and Markets law as it pertains to seized dogs and;

WHEREAS, the SHELTER has personnel, animal shelter and proper facilities for the care and disposition of seized dogs in violation of the New York State Law or other ordinances, or seizure by the MUNICIPALITY for other violations:

NOW, THEREFORE, the MUNICIPALITY and the SHELTER agree as follows:

1. The SHELTER agrees to hold seized dogs in accordance with the New York State Codes, Rules, Regulations, Title 1, Part 77, Standards for the Care of Seized Dogs.
2. The SHELTER shall release seized dogs as set forth in Article 7, of the Agricultural and Markets Law, Section 118. The SHELTER will complete all Seizure and Disposition Reports and will provide a copy to the municipal Fiscal Officer monthly.
3. It is agreed that any seized dog is the responsibility of the MUNICIPALITY until such dog is redeemed, adopted, or euthanized. However, the FINANCIAL RESPONSIBILITY OF THE MUNICIPALITY shall end when such dog is transferred to the SHELTER.
4. This agreement becomes effective upon receipt of a signed agreement and shall be for a term of one (1) year from the date of execution, and shall be automatically renewed annually unless either party gives notice to the other party of its intent not to renew the agreement at least thirty (30) days prior to the end of the contract term. However, in addition, either party may terminate this agreement at any time, and for any reason, upon giving the other party thirty (30) days notice of such cancellation. Notice shall also be provided to the New York State Department of Agriculture and Markets.
5. No amendment or modification of this agreement shall be effective until executed in writing by the parties thereto.

IN WITNESS THEREOF, said MUNICIPALITY and the SHELTER have caused their signatures to be signed, thereunto duly authorized all as of the day and year first above written.

BY:

AGREED TO:

(Print Name)

(Print Name)

(Signature)

(Signature)

(Date)

(Date)

SHELTER LEASE AGREEMENT

THIS LEASE AGREEMENT, made this ____ day of _____, 200__, between
the TOWN OF _____ and

(Town name and address)

(Shelter name and address)

will continue for one (1) year from the above date and shall be automatically renewed annually unless either party gives notice to the other party of its intent not to renew the agreement at least thirty (30) days prior to the end of the lease term.

TOWN OF _____ will lease 3 dog kennels to be used by the Dog Control Officer (DCO) while performing his/her duties for the TOWN OF _____. These kennels will also be used for rabies containment quarantine.

In exchange for the use of said space, the TOWN OF _____ will provide the necessary funding to maintain said space in compliance with New York Department of Agriculture and Markets regulation.

IN WITNESS THEREOF, said TOWN OF _____ and the SHELTER have caused their signatures to be signed, thereunto duly authorized all as of the day and year first above written.

BY:

AGREED TO:

(Print name)

(Print name)

(Signature)

(Signature)