



Ramona Humane Society Animal Transfer Program

The Ramona Humane Society (RHS), is a non-profit organization operating an open admission animal shelter, low-cost spay/neuter and vaccine clinics and an animal control agency. The Shelter is located in San Jacinto, CA 92582 in Riverside County. RHS annually receives in excess of 8,000 animals into the shelter.

The Ramona Humane Society is committed to the goal that no adoptable or treatable shelter animal should be euthanized if the animal can be adopted into a suitable home or transferred to an approved adoption partner organization (rescue group). RHS strives to be a “rescue friendly” shelter. RHS recognizes that they cannot reduce needless euthanasia of homeless animals alone. The assistance and commitment of APOs to help the ones most in need is vital to saving lives.

To support this goal, RHS created a Rescue Coordinator (RC) position at the beginning of 2013. The Rescue Coordinator serves as a liaison between RHS and the “all-pet” and “breed-specific” rescue groups and coordinates the transfer of shelter animals to these groups. During the first 6 months, almost 700 animals were saved through this program; however, RHS believes that more assistance from rescue groups, networkers and donors will continue to increase the numbers of lives saved.

Please consider joining RHS as an Adoption Partner. All Adoption Partners are asked to sign the Adoption Partner Agreement/Agreement and provide RHS with a copy of their 501(c) 3 designation letter. Please have the organizational officer contact:

Ramona Humane Society’s Rescue Coordinator, Jose Farias at
(951) 654-8002 ext. 224 or ramonarescue@yahoo.com.

See our animals at www.ramonahumanesociety.org, www.adoptapet.com and www.petfinder.com or our Ramona Friends Rescue Facebook page

<https://www.facebook.com/Ramona-Rescue-Friends-815536185232443/timeline/>

Thank you for what you do.



Adoption Partner Agreement

Both the Ramona Humane Society (RHS) and the Adoption Partner Organization (APO) or Rescue Group agrees 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 nonprofit designation, and/or an Internal Revenue Service 501(c) 3 status.

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

“Rescue or rescue group” may be used interchangeably with Adoption Partner Organization (APO).

AGREEMENT TERMS

1. The Adoption Partner Organization understands that the Ramona Humane Society (RHS) is a non-profit organization with one of its missions being the direct adoption of shelter animals to new forever homes. RHS reserves the right to retain any animal for its adoption program purposes. The APO understands that California law only requires the transfer of shelter animals to requesting rescue groups prior to euthanasia. See below

California Food and Agricultural Code – FAC 31108

(b) Except as provided in Section 17006, any stray dog that is impounded pursuant to this division shall, prior to the euthanasia of that animal, be released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal.

2. The APO will provide the RHS with written proof of their non-profit or not-for-profit status.

3. The APO must complete RHS’s “Adoption Partner Agreement” yearly. The APO’s director/president or other executive officer of the APO on file must sign the agreement.

4. A maximum of six (6) representatives (Pullers) will be authorized to obtain animals on behalf of the APO (exceptions may be approved by the RHS President/CEO or his designee). Each representative is required to provide current government issued identification at the time of transfer of the animals. The APO director/president or other APO officer of record may request



to change a representative of their organization by submitting such request to RHS Rescue Coordinator.

5. The APO shall provide animals obtained from RHS 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. The APO shall maintain accurate records of each animal obtained from RHS. Such records shall include information regarding proof of spay/neuter, veterinary care and the adopter's information. RHS retains the right to inspect the APO's facility and/or request such records for monitoring compliance with State law.

6. RHS will absorb all costs for impounding, medicating 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. RHS may be able to spay/neuter animals as requested and when paid for by the APO. Animals may be released to APOs without being sterilized. The APO must comply with State laws that require all dogs and cats to be altered prior to placement (adoption).

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.

7. The APO shall encourage the new owner to license animals within the jurisdiction where the owner and animal will reside. Microchips and other forms of identification should also be encouraged.

8. 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 RHS 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.

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



Transfer Process

10. The APO's representative shall contact the RHS Rescue Coordinator and schedule an appointment to select and transfer the animal(s) so that the best possible customer service can be provided.

11. Due the constant flow of lost and unwanted animals into the shelter, kennel space is always an issue. When an animal transferred to the APO, it should be picked up the same day of the transfer. Animals that are altered by a veterinarian designated by RHS shall be picked up by the APO on the same day they are altered.

12. 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 RHS deems appropriate. The inspections may, at the discretion of RHS, 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 the cancellation of this agreement; in RHS's sole discretion.

13. 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.

14. "Rescue 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. RHS reserves the right to remove a "Rescue 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, RHS will make one attempt to contact the APO prior to rescinding the hold. RHS reserves the right to make a decision based on the best interest of shelter animals.

15. The APO may request a "Contact Rescue Before Euthanasia Hold" (as a last resort) on an shelter animal. RHS will make one attempt to contact the APO prior to rescinding the hold. After notification and conformation, 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.

16. After communicating with the Rescue Coordinator and committing to take a specific animal, the APO is expected to pick up the animal from RHS on the agreed time and date. Failure to



follow through with the commitment may result in the humane euthanasia or other disposition of the animal and may result in the cancelation of this agreement; in RHS's sole discretion.

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 RHS 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 RHS to APO may have significant identifiable health conditions or behavior traits. It is likewise possible that other undiagnosed/un-diagnosable conditions exist in shelter animals. By accepting animals from RHS, the APO accepts all legal and financial responsibility regarding the animals and their care.

19. The Ramona Humane Society, its Board of Directors, agents, and employees shall not be liable for, and the Adoption Partner Organization shall defend, indemnify and hold the RHS 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 Ramona Humane Society, its officers, agents or employees. APO shall have no obligation to indemnify the RAMONA HUMANE SOCIETY 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 RAMONA HUMANE SOCIETY, its Board of Directors, agents, or employees.

I have read, understand and have received a copy of this agreement:

Adoption Partner Organization

/

/

President/Head of Organization (print)

Signature

Date

