

## AGREEMENT

This agreement (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Clinton, Oklahoma ("Clinton") and FETCH, Inc., a not-for-profit corporation ("FETCH").

WHEREAS, Clinton owns and operates an animal shelter which houses stray dogs and cats (the "Shelter"); and

WHEREAS, Clinton periodically arranges adoption of animals housed in the Shelter to third parties; and

WHEREAS, Section 6-3-13(c)(2) of the Clinton City Code allows the City Manager to appoint a representative to facilitate adoptions.

WHEREAS, FETCH has agreed with Clinton to handle all adoptions from the Shelter under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Unless sooner terminated as defined herein, the term of this Agreement shall be one (1) year.
2. During the term of this Agreement, FETCH shall have the exclusive responsibility for all adoptions of dogs and cats from the Shelter.
3. FETCH shall conduct the following procedures on all adoptions:
  - a. FETCH will have a dedicated phone line to receive requests for adoptions by third parties.
  - b. FETCH will maintain a current list of dogs and cats that qualify for adoptions from the Shelter, including pictures to be posted on FETCH's website and a general description of the animal.
  - c. FETCH will arrange visits at the shelter with possible adopters to allow viewing of the animal in the office area in the Shelter.
  - d. All animals to be handled for viewing will be in the direct supervision of volunteers approved by the City and FETCH.
  - e. Once an adoption has been arranged by FETCH, the potential adopter shall have the right to designate a veterinarian to have the animal spayed and neutered under the provisions of The Dog and Cat Sterilization Act defined in 4 O.S., Section 499.2. If the potential

adopter designates a veterinarian outside of FETCH Plan Participants, the potential adopter shall be responsible for all costs in excess of \$75.00. FETCH shall provide, to the designated vet clinic, a microchip to be embedded in each animal.

In the event the adopter does not designate a veterinarian, FETCH shall choose a vet clinic from participating local vet clinics on a rotating basis. FETCH agrees to collect from the adopter, in advance, a fee as required by § 6-3A-8; § 6-3A-9; § 6-3B6; and/or § 6-B-7 as required. \$75.00 of said fee shall be paid by FETCH to the designated vet clinic for the cost of having the animal spayed and neutered. The balance of the fee in the sum of \$18.33 shall be paid to Clinton to defray boarding costs. FETCH shall pay Clinton on the 10th day of each month during the term of this Agreement for fees collected from the previous month. A summary of adoptions will be included with each remittance to Clinton. Upon collection of the fee from the adopter, FETCH will arrange with the vet clinic to have the adopted animal spayed and neutered and shall deliver said animal to the designated vet clinic for said procedures. FETCH will also arrange an appointment between the vet clinic and the adopter for the adopter to pick up the adopted animal.

4. FETCH will not receive any compensation for its services defined herein.

5. FETCH does hereby release, forever discharge and agrees to indemnify and to hold harmless Clinton from and against any and all liability, claims or demands for personal injury, sickness or death to any of its employees or volunteers as well as property damage and expenses, and including, without limitation, attorney fees and court costs and any and all other liabilities of any nature whatsoever which may be incurred by FETCH or FETCH'S employees or volunteers which may arise from the animal adoption process defined herein.

6. In the event FETCH fails to comply with any of the terms of this Agreement, Clinton shall have the right to immediately terminate this Agreement.

THE CITY OF CLINTON

By: \_\_\_\_\_  
Steve Hewitt, City Manager

FETCH, INC.

By: \_\_\_\_\_  
Cindy Box, Project Manager  
for Clinton, OK