



Lee County Domestic Animal Services  
5600 Banner Drive • Fort Myers, FL 33912 • 239-533-7387  
<https://www.leegov.com/animalservices>

### Pet Placement Partner Application

<b>Organization Information</b>			
Organization Name			
Facility Address	City	State	Zip
Primary Contact			
Home Phone	Mobile Phone		
Email			
Secondary Contact			
Home Phone	Mobile Phone		
Email			
Website			
<b>Clinic/Veterinarian Information</b>			
Clinic/Veterinarian Name			
Address	City	State	Zip
Phone	Mobile Phone		
Please indicate the healthcare your organization provides to rescued/fostered animals: <i>(check all that apply)</i>			
<input type="checkbox"/> Veterinary exam <input type="checkbox"/> Treatment for skin conditions <input type="checkbox"/> Behavioral screening & training <input type="checkbox"/> Spaying & neutering <input type="checkbox"/> Standard vaccinations <input type="checkbox"/> Dental cleaning/treatments <input type="checkbox"/> Heartworm testing/preventive <input type="checkbox"/> Heartworm treatment <input type="checkbox"/> Special diets <input type="checkbox"/> Feline leukemia/FIV testing <input type="checkbox"/> Parasite control <input type="checkbox"/> Surgeries			
<b>Persons Authorized to Pick-Up and Transport Animals on Behalf of the Organization</b>			
1) Name			
2) Name			
3) Name			
4) Name			

## Terms and Conditions

### 1. Definitions

- a. **County** - Lee County, a political subdivision of the State of Florida through its governing body, the Lee County Board of County Commissioners.
- b. **Department** - The Lee County Domestic Animal Services Department
- c. **Pet Placement or Rescue Partner** - A non-profit organization with an active 501(c)(3) status in the State of Florida, approved by the Department, whose purpose and goal is to help rescue animals from the animal shelter according to established operational standards. Partners shall provide an e-mail and mailing address listing all relevant contact names and phone numbers. If a partner is listed as a No Adopt on online sites or with another municipal agency, the partner will not be approved
- d. **E-mail**- the contact e-mail for communication between approved partners and designated shelter staff will be [kennel@leegov.com](mailto:kennel@leegov.com)
- e. **Supporting Documents**- Partners shall provide the following documents when submitting an application:
- Copy of the 501(c)(3) registration and bylaws
  - Name, address, phone number and e-mail of primary housing facility or foster coordinator (if no facility)
  - Current list of organization's officers and members with addresses and phone numbers; any changes in the Partner organization requires notification within 30 days of this change
  - Any and all veterinary references
  - Written disaster plan for animal care and housing in the event of natural or man-made emergencies

### 2. Availability of Animals

A complete and approved application must be on file prior to release of any animals to any Rescue Partner. A Rescue Partner may acquire animals housed at the county's animal shelter. The Department Director, the kennel supervisor, or any supervisor/manager has the discretion to determine which animals may be released for rescue. Stray animals on hold at the Department will not be available until the hold period is completed, unless approval has been given by the Department to place the animal in a temporary foster home during the stray hold period. Animals rescued by the Pet Placement Partner shall become the sole property of Pet Placement Partner, subject to the terms and conditions set forth in this agreement. In the event that Pet Placement Partner returns an animal to the County for any reason, Pet Placement Partner shall be responsible for the transportation of that animal to the shelter. Pet Placement Partner shall maintain a current list of any individuals authorized to pull an animal on the behalf of the Pet Placement Partner and submit the information directly to the Department via e-mail. The Department reserves the right to reject the approval of any individuals selected to come into the shelter to pull an animal. Representatives of Pet Placement Partner are expected to respect the operational protocols in place when entering the shelter facility to pull an animal and work cooperatively and professionally with Department staff and volunteers. The Department cannot guarantee the medical or behavioral health of an animal, or be responsible for any disease transmitted to other animals in the care of the Partner. A maximum of 48 hours, with extended time approved upon the Department's discretion, is allotted to the Partner for pick-up of animals from the Department.

### 3. Costs and Sterilization Requirements

Pet Placement Partners having on-site full service veterinary clinics or off-site veterinary service providers may accept unsterilized animals from the County provided the sterilization be completed prior to the adoption and/or release of said animal. Pet Placement Partner shall comply with Section 823.15, Florida Statutes. If an animal has not been sterilized upon release to Pet Placement Partner, Pet Placement Partner agrees to sterilize the animal within 30 calendar days, unless the animal is not medically subject to sterilization during that 30 day period, as determined by a licensed veterinarian. In such case, the animal must be sterilized as soon as sterilization is medically permissible. The animal shall be sterilized by a licensed veterinarian at Pet Placement Partner's expense, and at no cost to the County. In the event that a third party adopts an animal before It has been sterilized, Pet Placement Partner shall collect from that third party a refundable deposit to guarantee that the animal will be sterilized within 30 days of adoption, or as soon as the animal is medically subject to sterilization as determined by a licensed veterinarian. Pet Placement Partner further understands and agrees that if any

animal under the care of Pet Placement Partner is used for breeding, Pet Placement Partner shall be deemed to have breached this Agreement. Proof of sterilization compliance may be required upon request by the Department.

#### **4. Vaccination Requirements**

Pet Placement Partner shall comply with Section 828.30, Florida Statutes. If an animal has not been vaccinated against rabies upon release, Pet Placement Partner agrees to vaccinate any animal 4 months of age and older and provide a rabies vaccination certificate, "Rabies Vaccination Certificate" of the National Association of State Public Health Veterinarians or an equivalent form approved by the County.

#### **5. Care, Facility Requirements and Right to Reclaim**

Pet Placement Partner shall provide the animals obtained from County with proper and sufficient food, fresh water, shelter, medical, behavioral and social care for that species, and companionship. Pet Placement Partner shall maintain a kennel, shelter, or other suitable facility for animals received from the County while the animals are in the process of rehabilitation or placement. Pet Placement Partner is to ensure safe and humane treatment of animals in their care. Pet Placement Partner is to follow current Animal Welfare guidelines for each species concerning housing and enrichment.

Pet Placement Partner shall provide County with the location(s) of the animals, and County hereby reserves the right to inspect all facilities, including temporary foster placements where the animals are housed. Pet Placement Partner shall comply with all applicable provisions of the Lee County Code and Florida Statutes relating to the care of animals, and shall maintain all applicable local zoning, occupational, and other licenses for keeping of animals. Upon County's finding that Pet Placement Partner failed to provide animals with proper and sufficient food, fresh water, and shelter, is otherwise neglecting or mistreating the animals, or is keeping animals in violation of local zoning regulations, County shall be entitled to immediately recover, without further process, possession and ownership of all animals obtained by Pet Placement Partner from County. County may, within its sole discretion, subsequently terminate this Agreement.

#### **6. Qualifications of Rescue Partner**

Pet Placement partner shall at all times maintain its status as a tax exempt organization pursuant to 26 U.S.C 501(c)(3), with appropriate licenses and registrations required by the Florida Department of Agriculture and Consumer Services, the Florida Department of State Division of Corporations, and any other federal, state, or local agencies. Pet Placement Partner shall be reasonably qualified to perform all responsibilities associated with the care of special needs, infirmed or at-risk animals removed from the shelter. A copy of the most current form 990 will be provided to the Department in addition to the data required by 823.15, Florida Statutes on an annual basis.

#### **7. Disposition of Animals from Partners**

A transfer of ownership form (online fillable pdf) will be provided by the Rescue Partner upon completion of an adoption contract by Lee County residents for the adopter to fill out and a copy of such provided to the Department to ensure that the correct owner is reflected in the Shelter database. This enables the Department to reunite potentially lost or stolen pets with their owners.

#### **8. Term**

Pet Placement Partner shall submit an application, terms, and conditions on an annual basis and indicate any changes in the application.

#### **9. No Convictions for Animal Cruelty**

Pet Placement Partner acknowledges that no director, operator, staff, and animal caregivers of Pet Placement Partner have been convicted of, found guilty of, or entered a plea of no contest to or guilty of animal cruelty, neglect, or abandonment. Pet Placement Partner further acknowledges that no director, operator, staff, or animal caregivers that house the animal as a third party for the Pet Placement Partner have not been charged for,

convicted of, found guilty of, or entered a plea of no contest to or guilty of animal cruelty, neglect, or abandonment.

#### **10. Social Media**

An approved Pet Placement Partner is an extension of the Lee County Domestic Animal Services' Department and as such is expected to conduct itself accordingly. As an extension of the Department, approved Pet Placement Partner is expected to support the mission and efforts of the Department. Unless approved to be a participant in a scheduled public event a Pet Placement Partner is not authorized to independently represent the Lee County Domestic Animal Services on social media sites, post or allow posted information that is determined to be false, misleading or controversial towards the Department.

#### **11. Independent Contractor**

Pet Placement Partner is an independent contractor under this agreement. Services provided by Pet Placement Partner pursuant to this Agreement shall be subject to the supervision of Pet Placement Partner. In providing such services, neither Pet Placement Partner nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Pet Placement Partner or Pet Placement Partner's agents any authority of any kind to bind County in any respect whatsoever.

#### **12. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same of similar formality as this agreement and executed by the County and Pet Placement Partner. Should the Department amend the application process or revise any information contained within this application, a new application will be required from all Partners.

#### **13. Compliance With Laws**

Pet Placement Partner shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this agreement.

#### **14. Release, Indemnity, and Waiver of Liability**

Pet Placement Partner agrees to release, waive, discharge, and covenants not to sue Lee County, its officers, agents, and employees, from and for any and all liability of claims for damage or injury that may be sustained by the Pet Placement Partner directly or indirectly in connection with, or arising out of the rescue activities contained in this agreement whether caused in whole or in part by the negligence of County. Pet Placement Partner further agrees to release, indemnify and hold harmless the County, its officers, agents, and employees from any and all liability, losses, or damages, including attorney's fees and costs of defense, as a result of any claims, demands, suits, causes of action, or proceedings of any kind of nature, whether known or unknown, arising out of, relating to, or resulting from the adoption, care, ownership, maintenance, retention, temperament conduct or condition of the animal(s).

#### **15. Assignment and Performance**

Neither this agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. Notwithstanding anything else in this Agreement to the contrary, County may terminate this agreement, effective immediately, if there is any assignment, or attempted assignment transfer, or encumbrance, by Pet Placement Partner of this agreement or any right or interest herein without County's written consent.

#### **16. Termination**

The Director of the Department has the sole discretion to suspend, or terminate the relationship with a Pet Placement Partner for any reason. A Pet Placement Partner that has been suspended will not be considered for

