

# MONROE COUNTY HUMANE ASSOCIATION CLINIC • EDUCATION • OUTREACH

## Agreement for Services and Consent for Temporary Care/Custody for Monroe County Humane Association (MCHA) Crisis Housing Program

This Agreement for Services and Consent for Temporary Care/Custody (“Agreement”) is made this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ (“Permanent Guardian”) and Monroe County Humane Association (“MCHA” or “Temporary Guardian”). Permanent Guardian is experiencing hardship and desires to place Permanent Guardian’s pet(s) in the temporary care and custody of MCHA, and MCHA agrees to provide appropriate care for such pet(s). By signing below, the Permanent Guardian confirms they have read, understood, and agreed to all terms and conditions set forth in this Agreement.

### Consent to Temporary Care/Custody

Permanent Guardian verifies that the pet(s) listed below belong to them. Permanent Guardian consents to deliver to MCHA and MCHA to accept from Permanent Guardian the pet(s) listed below (type N/A if additional fields are not needed).

Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_ DOG / CAT

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Permanent Guardian confirms that he or she has provided accurate information for each pet that the Permanent Guardian consents to deliver into MCHA’s temporary care/custody, and that the information includes everything that may be necessary for MCHA and its caregivers/fosters to determine how to best care for the pet(s).

Permanent Guardian attests to the following regarding any prior documented bite or other aggressive behavior history:

My pet(s) listed above have never bitten any person or animal to the point of causing injury requiring medical or veterinary care.

Permanent Guardian’s initials: \_\_\_\_\_

My pet(s) listed above have never been aggressive toward any person or animal to the point of causing an unsafe environment.

Permanent Guardian’s initials: \_\_\_\_\_

At any point in time, including prior to and during the housing period, MCHA reserves the right to declare a pet as unfit to receive housing services through MCHA. Reasons for this declaration may include, but are not limited to, age, temperament and health issues.

MCHA agrees to take care of the pet(s) in its custody as described in this Agreement. Permanent Guardian hereby allows MCHA and its staff, volunteers, foster homes, agents, partners, and/or any entity partnering with or compensated by MCHA to care for Permanent Guardian's pet(s).

Pets may only be dropped off or picked up at MCHA's Animal Care Campus, 791 S Fieldstone Blvd, unless agreed upon in advance by MCHA.

**Eligibility for MCHA Assistance**

Permanent Guardian confirms that they are experiencing a crisis (hospitalization, substance abuse treatment, domestic violence, eviction, incarceration, house fire, natural disaster, or other crisis situation) and (a) currently have no immediate support system (i.e., family, friends, neighbors, etc.) where they can bring their pet(s); and (b) do not have the financial means to pay for pet boarding or pet sitting. Permanent Guardian confirms they meet MCHA's income qualifiers or participate in a government assistance program.

MCHA reserves the right to change the type and amount of assistance offered to Permanent Guardian as a result of changes in Permanent Guardian's status.

Permanent Guardian understands that MCHA is not an adoption or surrender program. Permanent Guardian intends to reclaim their pet(s) within the time limit set forth below.

**Time Limit**

MCHA agrees to provide an initial 14 days (the "Time Limit") of pet housing and basic veterinary care to the pet(s) listed in this Agreement. This time limit can be extended if needed. MCHA, at its sole discretion, will determine the duration of assistance provided. In no event shall MCHA become obligated to keep the pet(s) for longer than the specified Time Limit.

Time Limit Requested (list number of days): \_\_\_\_\_ Pick up Date: \_\_\_\_\_

Permanent Guardian's initials: \_\_\_\_\_

MCHA will notify Permanent Guardian by phone, email, or letter if Permanent Guardian is nearing the end of the Time Limit. The Time Limit may be extended only by the mutual written consent of Permanent Guardian and MCHA.

Once the Time Limit has expired and an extension has not been agreed upon by both parties, all pets are deemed relinquished by the Permanent Guardian and all rights to the pets are waived.

Permanent Guardian's initials: \_\_\_\_\_

MCHA reserves the right to terminate services and require Permanent Guardian to retrieve the pet(s) before the expiration of the Time Limit. If this occurs, MCHA will make reasonable efforts to provide ample notice of termination to Permanent Guardian. However, if MCHA terminates services and is unable, after reasonable efforts, to reach Permanent Guardian or the Permanent Guardian's emergency contacts, the pet(s) will be considered relinquished.

Permanent Guardian's initials: \_\_\_\_\_

Permanent Guardian has the right to reclaim custody of their pet(s) any time before the Time Limit expires.

If the Permanent Guardian is moving to new rental housing, Permanent Guardian agrees to secure all necessary landlord approval and to reclaim Permanent Guardian's pet(s) within 24 hours after moving into pet-friendly housing. If Permanent Guardian decides to move out of the state, Permanent Guardian must make arrangements with MCHA to pick up their pet(s) before moving.

**Pet Lodging**

While the pet(s) are in MCHA's temporary care/custody, MCHA reserves the right to determine where each pet is housed, including at MCHA's facility, foster home, or combination thereof. The facility or foster home will retain physical custody of the pet(s). It is in MCHA's sole discretion whether or not to disclose the location of the pet to the Permanent Guardian. Information about Permanent Guardian's situation will be kept confidential by MCHA.

MCHA reserves the right to relocate any pet without first notifying the Permanent Guardian.

All costs of pet lodging will be covered by MCHA, unless otherwise specified in writing and signed by the Permanent Guardian and MCHA.

The pet(s) in MCHA's care will be fed appropriate food based on age, breed, health, and what is available to MCHA. Permanent Guardian can supply food for their pet(s) at Guardian's expense.

**Veterinary Care**

All pets participating in the crisis housing program are required to meet specific medical requirements. These include:

**Dogs–**

- Rabies vaccination
- Distemper/Parvo (DHPP) vaccination
- Bordetella vaccination
- Leptospirosis vaccination
- Spay/neuter

Preventative for fleas, ticks, and heartworms

**Cats–**

- Rabies vaccination
- FVRCP vaccination
- Spay/neuter
- Preventative for fleas, ticks, and heartworms

Permanent Guardian's initials: \_\_\_\_\_

MCHA will provide, at no cost to Permanent Guardian, the following veterinary services (as needed): spaying and neutering, wellness exam, vaccinations (including rabies, distemper/parvo, and bordetella for dogs and rabies for cats), heartworm testing and heartworm/flea prevention for dogs, and leukemia/FIV testing for cats being fostered in homes with other cats.

Permanent Guardian authorizes all necessary medical procedures required for MCHA assistance, which may include, but is not limited to, the following procedures: vaccinations, testing, treatment for internal and/or external parasites, treatment of illnesses, injury or symptoms that occur while in MCHA care, and spaying/neutering. Permanent Guardian grants MCHA, and any vet in MCHA's sole discretion, permission to perform any medical tests and procedures deemed necessary to identify any medical concern and maintain the pet's health.

Permanent Guardian's initials: \_\_\_\_\_

Permanent Guardian understands that, if the pet has a known or unknown pre-existing health condition (such as but not limited to parvo, heartworm, diabetes, cancer, abscesses, broken bones, lesions, burns, glaucoma, etc.), MCHA will not be responsible for the treatment and possible cure of any disease or condition.

In the unlikely event that a pet may require euthanasia due to severe injury or terminal illness, MCHA will seek approval before proceeding. MCHA will make a good faith effort to contact the Permanent Guardian, or emergency contact, to obtain permission prior to euthanasia. However, if the pet sustains an extreme injury causing significant pain and suffering, and immediate action is deemed necessary, the Permanent Guardian grants MCHA permission to make the best decision for the pet's welfare, including euthanasia if appropriate. If the Permanent Guardian does not agree to this and initial this section, they will be required to pick up the pet immediately in such an event.

Permanent Guardian's initials: \_\_\_\_\_

If veterinary inspection indicates that a pet has been abused or neglected prior to MCHA care, MCHA reserves the right to report to local authorities under applicable laws.

**Communication While Pet(s) Are in the Temporary Care/Custody of MCHA**

Permanent Guardians are required to maintain contact with MCHA on a weekly basis and to apprise MCHA of any changes in living situation status (other than during incarceration or treatment blackout periods) within 24 hours. MCHA is reachable in person during regular business hours, or by phone, text, or email (812-333-6242 or crisis@monroehumane.org). Failure to comply will result in termination of this agreement.

Permanent Guardian's initials: \_\_\_\_\_

All communication must go through MCHA. Permanent Guardian agrees not to contact or attempt contact with any of MCHA's caregivers or fosters.

MCHA does not guarantee that Permanent Guardian will be able to visit Permanent Guardian's pet(s) during the period of time that the pet(s) are in MCHA's temporary care/custody. However, MCHA will make reasonable efforts to facilitate visits if Permanent Guardian so desires.

MCHA must have a way to communicate with the Permanent Guardian while the pet(s) above are in its care. The Permanent Guardian can be reached at:

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Emergency Contact**

In the event there is an emergency situation and MCHA is unable to reach the contact information above, the Permanent Guardian authorizes MCHA to contact:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Pet Photos**

Permanent Guardian gives permission to Monroe County Humane Association to photograph my pet and share these images publicly to promote their activities, with the understanding that my personal information will remain confidential and that no photos will be shared in cases involving domestic violence to ensure the safety of all parties involved.

Permanent Guardian's initials: \_\_\_\_\_

**Legal Responsibilities**

Permanent Guardian retains full responsibility for any and all damage or injury to person or property caused by the pet(s).

For and in consideration of MCHA agreeing to provide temporary care of the pet(s), Permanent Guardian agrees that they will not hold MCHA or its staff, volunteers, representatives, or agents liable for anything that may happen to the pet(s), including but not limited to illness, disease, physical escape (loss), or death.

Permanent Guardian's initials: \_\_\_\_\_

Any dispute arising out of or in connection with this Agreement shall be governed by the laws of Indiana.

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, agreements, or understandings of any kind. This Agreement may only be modified in writing and must be signed by both parties to be effective. This Agreement shall continue in full force and effect until the expiration of the Time Limit or terminated by either party in writing.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Permanent Guardian Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MCHA Representative Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Pet Information**

*(type N/A if no additional info needs to be added)*

*For example, the Permanent Guardian should inform MCHA if the pet(s) have any health concerns, dietary restrictions, a history of being reactive, are escape artists, or exhibit any other behaviors or traits that will assist MCHA in providing appropriate care for the pet(s).*

**Health/Dietary Concerns:**

**Behavioral Concerns:**