

**AGREEMENT**

**BETWEEN**

**AND**

**DEED OF AGREEMENT**

**THIS DEED OF AGREEMENT is made the                      day of**

**BETWEEN;**

..... (hereinafter called 'Council'), of

**AND**

**RESCUE NAME**

**WHEREAS;**

In accordance with the provisions of Section 84 Y of the Domestic Animals 1994 ('the Act'), the Council wishes to enter into Agreement whereby it makes suitable cats and dogs available for rehousing subject to the terms of this Agreement.

RESCUENAME wishes to enter into an Agreement with the Council whereby it takes suitable cats and dogs that are available for rehousing subject to the terms of this Agreement.

The parties acknowledge this Agreement is made pursuant to the requirements of the Act.

The parties intend this Agreement to take effect as a contract at common law and for the purposes of Section 84Y of the Act.

The parties hereto agree that this Agreement is made upon the terms and conditions as set out in the agreement and to better define the terms, conditions and obligations that each party owes to the other party, all parties now wish to ratify and record the agreement as set out hereunder:-

**IT IS NOW AGREED AS FOLLOWS:**

**1. Definitions:**

- 1.1 'Suitable Cats and Dogs' means cats and dogs that it is agreed between the parties are considered suitable for the purpose of relocation and rehousing.
- 1.2 'Council' means the ..... Council.
- 1.3 'Animal Shelter/ Pound' means the buildings and surrounding land established by the Council for the purpose of caring for dogs, cats, and other animals.
- 1.4 'Unclaimed Cats and Dogs' means cats and dogs cats that remain at the Council's animal shelter/ pound for a period of more than 8 days, from the date the cat or dog was impounded, and are therefore legally owned by the Council and in the case of a surrender from the time of signed surrender form.

- 1.5 'Code of Practice' means the Code of Practice for the Management of Cats and Dogs in Shelters and Pounds as published by the Department of Agriculture's Bureau of Animal Welfare as amended from time to time.
- 1.6 'the Act' means the Domestic Animals Act 1994 as amended.
2. This Agreement will commence on the date of execution of this Agreement by both parties and shall continue for a period of twelve months from the date of commencement or until otherwise terminated in accordance with this Agreement ('the term of Agreement').
3. In accordance with the provisions of Section 84Y of the Act, the Council shall make voluntarily surrendered and unclaimed cats and dogs, that are therefore legally owned by the Council, that the parties consider suitable available, at no cost to the Council, to RESCUENAME for rehousing.
4. RESCUENAME shall not be required or compelled to take any cat or dog offered by the Council and shall be entitled at their discretion to choose to take any cat or dog offered by the Council.
5. The Council shall not be required to offer all cats and dogs to RESCUENAME as it reserves the right to give preference to selling any cat or dog to residents within the boundaries of the municipal district of the Council prior to the collection of the cat(s) or dog(s) by RESCUENAME.
6. RESCUENAME agrees that it is bound by the charter of the Dog Rescue Association of Victoria Inc to act at all times to high standards of care and responsibility.
7. The parties agree that RESCUENAME shall be responsible for the cost of collection of any cat or dog offered by the Council to RESCUENAME, which it wishes to accept and that the collection of any cat or dog offered and accepted shall be from the Council's Animal Shelter/ Pound facility or veterinary practice by prior arranged appointment.
8. The parties agree that the Council shall not be in any way responsible for any Costs associated with the collection or transportation of any animal (except for the cost of the initial transportation between Council's Animal Shelter/ Pound and any veterinarian's offices) under this Agreement or any cost including but not limited to the management, care, vaccinating, desexing, microchipping, veterinary checks or procedures and any destruction costs that may arise or be associated with any cat or dog collected by RESCUENAME.
9. Council agrees that if any animal is already microchipped it will assist RESCUENAME in changing the ownership of that animal to RESCUENAME. It will sign the appropriate form and otherwise assist RESCUENAME to have ownership of the animal changed to RESCUENAME.
10. RESCUENAME undertakes to ensure that all animals released from the Council's Animal Shelter/Pound for rehousing will be desexed, microchipped, vaccinated and wormed in accordance with the Act, Domestic Animals Regulations 2005 and the Code of Practice for the Management of Shelters and Pounds at no cost to the Council and to provide the Council with a record all such work carried out on animals following such release.
11. The parties agree that the health and suitability of any cat or dog provided by the Council under this Agreement is not guaranteed by the Council and that RESCUENAME collect such animal or animals at their own discretion and risk.

- 12. Any sale guarantee made in relation to a cat or dog, sold, relocated or rehoused by RESCUENAME shall be the sole responsibility of RESCUENAME.
- 13. Either party may terminate this Agreement by giving thirty (30) days notice in writing to the other party at any time during this agreement.
- 14. The parties agree that this Agreement is not exclusive and that both the Council and RESCUENAME shall be entitled to enter into an agreement with any other group, person or entity for the same or similar purpose as this Agreement
- 15. This Agreement contains the entire agreement between the parties and by signing this Agreement, the parties cancel all or any other agreement and arrangements between them, whether in oral or in writing, with regard to the provision of cats and dogs from the Council to RESCUENAME, and any other warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this Agreement is of no force or effect. This Agreement may only be altered in writing executed by the parties.
- 16. This Agreement shall be interpreted in accordance with the laws of the State of Victoria.

**EXECUTION & ATTESTATION:**

EXECUTED AS A **DEED** on the date first hereinbefore set out.

SIGNED FOR AND ON BEHALF  
OF THE .....

.....

DELEGATED OFFICER OF COUNCIL

SIGNED FOR AND ON BEHALF  
Of

in accordance with its Articles of Association )  
in the presence of )

.....

President

.....

(Name Printed)

.....

Vice –President

.....

(Name Printed)