

TEMPORARY ANIMAL HOUSING AGREEMENT

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This agreement is intended for short-term, temporary housing. If a longer loan arrangement is needed, appropriate documentation should be completed.

Between

_____ (hereinafter called the
Owner/Possessor)

And

_____ (hereinafter called the Temporary
Holder)

Agreement Duration: 2 years

NOW THEREFORE, the parties hereto agree to the conditions set forth below concerning the housing of the following animal(s) (include identifying information such as species, gender, ID number, date of birth, house name, etc.):

1. The above listed animal(s) have been temporarily placed with the Temporary Holder on an emergency basis from the Owner/Possessor. Animal(s) must be returned to the Owner/Possessor upon request and Temporary Holder has no ownership over animal(s).
2. The Temporary Holder agrees to provide necessary housing, food and veterinary care for the above listed animal(s).
3. The Owner/Possessor will be notified immediately by telephone in the event of an animal(s) death; birth (hatching) of its offspring, illness or animal's escape (even if recaptured).

A. Obligations of the Owner/Possessor

1. The Owner/Possessor will assign a designee to whom all correspondence, verbal or written, regarding this Agreement and the animal(s) thereof, will be directed.
2. Any historical data regarding the past performance of the animal(s), diet, medical history, origin, or other details will be made available upon request by the Owner/Possessor, to the extent information sharing is feasible based on the status of the emergency incident.
3. In the event of disease, injury, or death of the animal(s), in the absence of gross negligence, the Temporary Holder, its agents, and employees will be free of all responsibility to the Owner/Possessor and no claim of any kind will be made against the Temporary Holder.

4. The Owner/Possessor and its officers and employees will not be responsible for any damage, loss, death, or injury occurring by reason of anything done or omitted to be done by the Temporary Holder under or in connection with the execution of this Agreement.

B. Obligations of the Temporary Holder

1. The Temporary Holder will assign a designee to whom all correspondence, verbal or written, regarding this Agreement and the animal(s) thereof, will be directed.
2. The Temporary Holder hereby agrees to indemnify and hold harmless the Owner/Possessor and its officers and employees against any and all claims against any of them, including, without limitation, any claims for personal injury or wrongful death or property damage or damage to animals, or other losses, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with the Agreement or the temporary housing of the animal(s) herein.
3. Status reports on the animal(s) shall be sent to the Owner/Possessor upon request or at previously agreed upon intervals.
4. The animal(s) described in this Agreement will not be transferred to another location outside the Temporary Holders contiguous property without first notifying the Owner/Possessor.
5. All permits and licenses for shipping, receiving and holding of the specimen shall be obtained as required by law.
6. In the event of the animal(s) being subjected to high risk veterinary or husbandry procedures, surgery or chemical immobilization, permission must be obtained from the Owner/Possessor's designee in advance. This requirement is waived in the event of an emergency.
7. Animal(s) placed with the Temporary Holder are not to be acknowledged in any publication, including social media, without prior approval from the Owner/Possessor.
8. Research projects involving the listed animal(s) are not to be undertaken, without written permission of Owner/Possessor.
9. Prior to return of the animal(s), the Owner/Possessor will be given the proper amount of notice (See E.).
10. A copy of all records pertaining to the animal(s) including husbandry, health, and postmortem records, will be forwarded to the Owner/Possessor upon termination of this Agreement.

C. Mortality

The limitations of responsibility of the Temporary Holder in the event of death include:

1. If the Owner/Possessor requests a necropsy at their expense, a complete and detailed necropsy report will be sent to the Owner/Possessor.
2. The carcass and its parts remain the property of the Owner/Possessor.

Should the animal(s) die, please refrigerate (not freeze) as soon as possible after death. After necropsy, the carcass and its parts are to be preserved and the Owner/Possessor contacted as to proper disposition. The Owner/Possessor is responsible for all costs involving carcass disposition.

D. Prior to transfer, cost estimates, such as shipping, crating, and attendant charges, will be determined and the party incurring the costs clearly identified.

E. This Agreement will remain in effect for the lifetime of the animal(s), while in the possession of the Temporary Holder. The Owner/Possessor and the Temporary Holder have the option of terminating this Agreement at any time, in writing, giving the other 30 days prior notice.

F. Within the conditions of this Agreement, additional animal(s) may be included by the mutual consent of the participating Institutions. The animal(s) will be subject to terms agreed upon and stated in each Amendment Document. Consistent with applicable law, the undersigned or their designees shall be responsible for resolving any conflicts arising from implementation of this Agreement.

Owner/Possessor

Name _____

Institution _____

Date _____

Signature _____

Temporary Holder

Name _____

Institution _____

Date _____

Signature _____