

EXHIBIT A



New Hope Program Agreement

This New Hope Program Agreement (this "**Agreement**") is entered into by and between Animal Care Centers of NYC ("**ACC**") and the entity set forth in the signature block below (the "**Organization**"), effective as of the last date of signature. ACC and the Organization are referred to herein individually as a "**Party**" and together as the "**Parties**."

WHEREAS, ACC conducts the New Hope Program (the "**Program**") through which animal welfare not-for-profit organizations and veterinary hospitals who have been admitted to the Program ("**New Hope Partners**") take ownership of ACC animals (referred to herein as "**pulling**" an animal from ACC, or "**placing**" an animal with a New Hope Partner) who are candidates for the Program (each, an "**Animal**") and either place the Animals into permanent homes immediately through their own adoption processes, or care for them in shelters, foster homes, boarding facilities, or other facilities, prior to finding permanent homes;

WHEREAS, the Organization desires to become a New Hope Partner; and

WHEREAS, ACC requires that the Organization agree and adhere to the below and attached terms and conditions in order to become a New Hope Partner.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. **Onboarding.** Within two weeks of notification of its eligibility to become a New Hope Partner, the Organization must conduct an onboarding conference call with ACC. ACC encourages all members of the Organization to attend the onboarding call, but at minimum a senior, authorized representative of the Organization must attend. The Organization understands that it will not be able to pull animals from ACC until the onboarding call is completed.
2. **Maintaining New Hope Partner Status.** The Organization will pull at least one Animal every three months. The Organization understands that ACC may remove the Organization from the Program if it fails to meet this requirement. Breed-specific organizations or those that specialize in the placement of exotic species may be exempt from this requirement if agreed by ACC in writing.
3. **Policies & Procedures.** The Organization agrees that it understands and will strictly comply with ACC's policies and procedures contained herein, including the attached **Exhibit A**.
4. **Animal Candidates.** ACC has the sole right to decide if an animal is a candidate for the Program. Further, ACC reserves the right to decline an already-confirmed placement with a New Hope Partner for any reason, including, without limitation, if while in ACC's care the Animal presents severe medical issues or an owner or other adopter is identified. If a previously confirmed placement decision is reversed, ACC will make reasonable efforts to contact the New Hope Partner. ACC has the right to take any action it deems is in the best interest of the Animal.



5. **Transport.** The Organization will pick up or accept transport of an Animal in a timely manner after ACC has confirmed placement with the Organization. For local trips, transport must occur within one to three days of confirmed placement. For longer distances, transport must occur within one to five days of confirmed placement. ACC may, in its sole discretion, require immediate pick up or transport of an Animal, and the Organization understands that ACC may find alternative placement if the Organization cannot comply with ACC's request.
6. **Transfer of Ownership.** Ownership of and full legal responsibility for an Animal will transfer to the Organization at the time of physical transport to the Organization or a representative or agent of the Organization, such as the Organization's foster. Organization agrees to sign and return to ACC a New Hope Adoption Contract for each Animal it pulls.
7. **Standard of Care.** The Organization agrees that it is responsible for the kind and humane treatment of all animals of which it has ownership at all times and regardless of if the animal is located on property controlled by the Organization or at an offsite location, such as a boarding facility, including adequate food, water, grooming, shelter, safe containment, and appropriate veterinary care.
8. **Veterinary Care & Behavior.**
 - a. The Organization acknowledges that any Animal it pulls from ACC may have medical conditions that will require veterinary care and that these medical conditions may not have been documented in medical history documentation provided by ACC. The Organization understands and accepts that any such medical conditions may present risks to other animals in the Organization's care.
 - b. Other than for spay/neuter surgery, the Organization agrees it will not, nor will it direct a third party to, surrender animals to ACC with the intent to pull the animal after ACC provides veterinary services. All animals surrendered to ACC receive the same evaluation and assessment to determine an appropriate outcome.
 - c. The Organization understands and acknowledges that if ACC provides behavioral information for an Animal, (i) the information is based solely on reports from the Animal's previous owner, if available, and observations of the animal while in ACC's care and (ii) that the Animal may display different behavioral traits while in the Organization's care, including aggressive or destructive behavior.
 - d. ***ACC makes no guarantee whatsoever regarding the age, health, temperament, mental disposition or training of an Animal, and the Organization acknowledges and agrees that ACC will not be liable for any costs, veterinary or otherwise, that it may incur as a result of pulling an Animal from ACC.***
9. **Sterilization.** If an Animal cannot be sterilized prior to placement with the Organization, the Organization agrees to have the Animal sterilized within 90 days and provide evidence of this to ACC. The Organization will not permit any Animal to breed.
10. **Conduct.**
 - a. The Organization understands and agrees that it must at all times maintain professional, polite, and respectful conduct when interacting with ACC staff, volunteers, adopters, and



other New Hope Partners, regardless of the subject matter and regardless of the forum (e.g., in-person, over the telephone, via social media, or via email).

- b. The Organization agrees that, unless required to do so by legal process, it will not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, to any person whatsoever, about ACC or, unless directly to ACC, other New Hope Partners, or ACC clients, employees and volunteers. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates.
11. **Communication.** The Organization understands that ACC will communicate only with an authorized representative of the Organization and will not respond to inquiries from the Organization's fosters or adopters regarding Animals.
 12. **Authorization to Pull an Animal.** The Organization is not authorized to pull an Animal on behalf of another group or organization.
 13. **Confidentiality.** The Organization agrees that neither it nor its employees, volunteers or other agents shall disclose confidential or sensitive information it learns as a result of its interactions with ACC or while on ACC's premises, including, without limitation, personally identifiable information, or information about the compensation, qualifications, or abilities of any ACC employee or volunteer; personally identifiable of an ACC foster or client, including but not limited to an adopter, potential adopter, or someone surrendering an animal to ACC; or financial information, including credit card information.
 14. **Termination.** At any time and for any reason, ACC may in its sole and absolute discretion terminate this Agreement upon notice to the Organization (email sufficing) and the Organization will no longer be a member of the Program. Section 10, Section 13 and Section 16 shall survive terminations of this Agreement.
 15. **Compliance with Law.** Organization represents and warrants that it operates and will continue to operate in compliance with any laws, rules, or regulations which apply to the conduct of its business or any facilities or property owned, leased, operated, or used by the Organization, including without limitation, state laws and regulations regarding the importation of animals. If the Organization is a 501(c)3 organized under the laws of the State of New York, it has complied with the registration requirements of the New York State Department of Agriculture and Markets.
 16. **Release of Liability and Indemnification.** The Organization is aware that ACC makes no guarantees whatsoever as to the health, temperament, mental disposition or training of any Animal that an Organization may pull from ACC. **THE ORGANIZATION HEREBY FULLY AND COMPLETELY RELEASES ACC, ITS AGENTS, VOLUNTEERS AND EMPLOYEES, THE CITY OF NEW YORK, AND THE NYC DEPARTMENT OF HEALTH AND MENTAL HYGIENE (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, ANY DEFECTS OR ILLNESSES AN ANIMAL PULLED BY THE ORGANIZATION MAY HAVE OR DEVELOP**



AND FOR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED BY SUCH ANIMAL. THE ORGANIZATION AGREES TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, THOSE ASSERTED BY THIRD PERSONS, ARISING FROM THE ORGANIZATION’S ACTIONS OR INACTIONS, OR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY CAUSED BY AN ANIMAL PULLED BY THE ORGANIZATION.

17. **Miscellaneous.** This Agreement, including any Exhibits attached hereto, constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. No modification of this Agreement shall be binding unless in writing and signed by each of the Parties hereto. The failure of a Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. This Agreement shall not be construed against either Party as the author or drafter of the Agreement. This Agreement is made and entered into within and shall be governed by, construed, interpreted, and enforced in accordance with the laws of the state of New York, without regard to the principles of conflicts of laws that would require or permit the application of the laws of another jurisdiction. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party’s execution of this Agreement is not in violation of any by-law, covenant, and/or other restriction placed upon it by each of their respective entities. Facsimile signatures shall have the same force and effect as originals thereof.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

Animal Care Centers of NYC Organization: _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



Exhibit A

New Hope Program Policies & Procedures

Animal Eligibility for New Hope Placement

The decision to place an animal with a New Hope Partner is solely at the discretion of ACC. ACC will consider the best interest of the animal, ACC's capacity for care, and the safety of the community.

New Hope Partners must carefully consider all medical and behavior information that is available prior to deciding whether to pull an animal. ACC recommends that any sick animal as well as any apparently healthy animal be kept separate from other animals at the receiving home or facility for a minimum of 14 days to reduce the risk of introducing illness to an existing population. ACC does not guarantee the condition of the animal and is not liable for any medical/behavior problems/complications/illnesses that may arise with a particular animal or any other animal already in the home or facility.

Animals are eligible for placement through the New Hope Program as follows:

1. An animal that is eligible for public adoption through ACC may be also eligible for placement with a New Hope Partner under the following circumstances:

- There is no current interest by public adopters;
- The animal's holding period is complete; and
- ACC determines the animal would benefit from New Hope placement based on the animal's medical and/or behavioral condition and length of stay with ACC.

2. An animal that has completed its holding period but is not a candidate for public adoption through ACC due to medical and/or behavioral conditions may be eligible for New Hope placement provided that the animal:

- Does not have a medical condition deemed to pose a significant risk to public health;
- Does not have a behavioral condition deemed to pose a significant risk to public safety; and
- Does not have medical and/or behavior conditions that significantly compromise the animal's quality of life.

3. An animal within a holding period may be placed on foster status with a New Hope Partner in good standing, provided the New Hope Partner has been approved by ACC to foster. Animals eligible for foster may include those who are injured, young, sick, exhibiting behaviors indicating that they should not remain in the shelter for the duration of the holding period, or those species for which ACC does not have accommodations to properly house or required expertise to provide humane care. Legal and cruelty holds are evaluated on a case-by-case basis. The foster process is:

- The New Hope Partner signs a Foster Agreement and ACC retains legal custody of the animal(s) until the hold is released. The hold will not be released until all holding requirements have been met.
- Any animal released to a New Hope Partner as a foster must be returned immediately to ACC upon request.
- ACC will release the hold after all requirements pertaining to the hold have been satisfied, and legal custody will be transferred to the New Hope Partner upon the New Hope Partner signing a New Hope Adoption Agreement.



4. Animals that have been on a New York City Department of Health and Mental Hygiene bite hold may be eligible for New Hope placement after authorization is obtained from the New York City Department of Health and Mental Hygiene. The New Hope Partner may be requested to sign a behavior/bite waiver for any Animal with a history of a bite or other history of aggression. The New Hope Partner may also be required to sign additional waivers depending on the circumstances pertaining to the specific Animal.

5. If a New Hope Partner pulls a dog with a New Hope Only behavior designation, the New Hope Partner must be prepared to provide appropriate behavior modification prior to placing the Animal into an adoptive or foster home. Prior to approving placement, ACC may require any or all of the following: (i) a trainer reference; (ii) a conversation between ACC staff and both the trainer and the foster or adopter; and (iii) an ACC-approved written behavior plan.

Process

New Hope Partners must communicate with ACC New Hope staff regarding interest in any Animal to discuss availability, medical status, and behavior status. If a New Hope Partner is physically in the shelter between the hours of 9 a.m. and 7 p.m., the New Hope Partner must check-in with the New Hope office and work with the staff to initiate placement. Appointments are strongly encouraged.

On Sunday, Tuesday and Thursday at 6 p.m., animals that are at risk of being euthanized will be posted on the ACC At-Risk Website in an effort to find placement. The list will remain live on the website for 42 hours. New Hope Partners are able to directly reserve animals that they are interested pulling. Animals with appropriate behavior are also made available to the public. Whenever appropriate, a public adoption will be given priority over placement with a New Hope Partner for at-risk animals.

Spay/Neuter Surgery

New Hope Partners may either have an Animal spayed or neutered at a private veterinarian or schedule an appointment for spay/neuter surgery with ACC. If an Animal is brought to ACC for surgery, the ACC veterinarian will make the final determination as to whether surgery can be performed at that time. New Hope Partners should make contingency plans, including transport preparations, for Animals that are rejected from surgery. It is strongly recommended that an Animal is examined by a licensed veterinarian outside of ACC to determine whether or not he/she is well enough for surgery to be performed before the appointment is scheduled at ACC and arrangements made for transportation.

Dog Licenses

New Hope Partners must ensure, to the best of their ability, that any individual adopting dogs from their organization within the five boroughs of New York City has purchased licenses for such dogs and provide ACC with documentation of their efforts upon request. It is strongly recommended that the license application be provided with the adoption application and be incorporated into the New Hope Partner's normal adoption procedures. New Hope Partners must obtain a license at their expense for any dog in their care who is residing in New York City for six months or longer.

Animals Returned to ACC

New Hope Partners will be contacted if an animal with identification that traces back to that New Hope Partner arrives at ACC. It is strongly recommended, although not required, that the New Hope Partner



reclaim custody of that animal. ACC will adhere to its customary holding times and policies. Repeated incidents of not reclaiming may lead to termination from the New Hope Program.

If a New Hope Partner returns an animal to ACC, upon request by ACC, the New Hope Partner must provide a thorough explanation in writing of the reasons for the return.

Records

New Hope Partners are required to maintain their own medical records, including rabies, microchip tags and vaccination certificates that may have been initially provided by ACC. Copies should be retained and these materials must be provided to the New Hope Partner's adopters or fosters as needed. ACC may not be able to provide New Hope Partners with lost or misplaced copies of records and/or tags.

Audits

Quality assurance audits will be conducted periodically by ACC's New Hope Department. This will involve a request for information on Animals pulled and their current status, including contact information for fosters, adopters, medical providers, or boarding facilities, as applicable.

- All New Hope Partners will be audited within six months of being admitted to the New Hope Program.
- New Hope Partners with a substantial increase or change in placement activity, or against whom reports have been made of concerning practices (e.g., poor conditions at a foster home, poor follow-up care), will be audited within 60 days of the observed or reported activity.
- Random audits will be conducted at ACC's discretion.

Code of Conduct

ACC is committed to developing and maintaining positive, productive relationships with our partnering organizations, as well as with individuals and organizations in our community. Each New Hope Partner is responsible for ensuring that all requirements of the New Hope Program are strictly adhered to at all times and that it is in compliance with all applicable laws, rules and regulations pertaining to the housing and care of animals.