



Certified MACC Partner Application

Our partnerships with Certified MACC Partners offer a humane and effective way to deal with homeless domestic animals in Davidson County. Metro Animal Care and Control allows any qualified 501(c)(3) to apply for Certified Partner status so as many animals as possible have the chance for successful placement in a permanent home.

Partners must be certified in order to receive discounted prices from Metro Animal Care and Control. To become a Certified MACC Partner, an organization must:

- Be a 501(c)(3) organization;
- Have no director, operator, staff or animal caregivers, including volunteers, with convictions of animal cruelty, neglect or abandonment;
- Complete and sign a Certified MACC Partner application, and abide by the terms and conditions of the application.

Once an application is completed and approved, an organization will be eligible to participate in the program.

Supporting Documentation

The following supporting documents must accompany an application:

- Non-profit registration 501(c)(3) and bylaws;
- Name, address, phone number and e-mail of the primary animal housing facility and foster home(s) used on a regular basis;
- Current list of the organization's officers and members, with addresses, phone numbers and e-mail addresses;
- List of references, including the veterinarians used by the organization for the care of rescued animals, and others as may be appropriate.

Submitting an Application

Please submit an application with all supporting documentation either in person or by mail to the Metro Animal Care and Control manager, 5125 Harding Place, Nashville, TN, 37211. The application may be downloaded for printing at the Animal Care and Control web page at:

<http://www.nashville.gov/Health-Department/Animal-Control.aspx>

Terms and Conditions

1. Definitions

- a. **Metro – Metropolitan Government of Nashville and Davidson County, a political subdivision of the State of Tennessee, through its governing body, the Metropolitan Council of Nashville and Davidson County.**
- b. **MACC – Metro Animal Care and Control.**
- c. **Certified MACC Partner (or Partner) – A non-profit organization which has applied and been approved by MACC.**

2. Availability of animals

As specified in this application, a Certified MACC Partner may acquire animals housed at the county animal shelter. The manager of MACC has the sole discretion to determine which animals may be released. Animals released to a Certified MACC Partner shall become the sole property of Partner, subject to the terms and conditions set forth in this application. In the event that Partner returns an animal to MACC for any reason, Partner shall be responsible for the transportation of that animal to the shelter.

3. Costs and Sterilization Requirements

A Certified MACC Partner that obtains and places for adoption fully-vetted animals from MACC shall pay Metro the amount required by the Metropolitan Board of Health Animal Care and Control Adoption Fee Schedule, as enabled by Metro Code Section 08.04.140 (D), as may be amended from time to time, for each animal acquired from the Metro that is fully vaccinated, sterilized, and licensed at the time the animal is acquired. Partners having on-site clinics and full surgical facilities may accept unsterilized animals from Metro, at no cost, provided the sterilization is completed prior to the adoptions and/or release of said animal. Partner shall report to Metro within 30 days of the spaying or neutering of every animal obtained from Metro. Partner shall not be eligible to adopt any animal at reduced cost when any such report is overdue. No Partner shall release any sexually intact animal to any third party. In no event shall Metro be liable for any costs expended by Partner.

4. Vaccination Requirements

Partner shall comply with Title 68, Chapter 8 of the Tennessee Code relative to rabies vaccinations. If an animal has not been vaccinated against rabies prior to release, Partner agrees to vaccinate any animal 3 months of age and older and provide a rabies vaccination certificate as provided for in state law. The Partner shall submit a license/registration fee in accordance with the Metropolitan Government of Nashville and Davidson County Animal Control fee schedule, as may be amended from time to time. The license/registration shall be issued in the name of the Partner.

5. Care, Facility Requirements and Right to Reclaim

Partner shall provide the animals obtained from Metro with proper and sufficient food, fresh water, shelter and companionship. Partner shall maintain a kennel, shelter, or other suitable facility for animals received from the Metro while the animals are in the process of rehabilitation or placement. Partner shall provide Metro with the location(s) of the animals, and Metro hereby reserves the right to inspect any and all facilities where the animals are housed. Partner shall comply with all applicable provisions of the Metro Code and Tennessee statutes relating to the care of animals, and shall maintain all applicable local zoning, occupational and other licenses for keeping of animals. Upon Metro's finding the Partner failed to provide animals with proper and sufficient food, fresh water and or shelter, is otherwise neglecting or mistreating the animals, or is keeping animals in violation of local zoning regulations, Metro shall be entitled to recover, without further process, possession and ownership of all animals obtained by Partner from Metro. Metro may, within its sole discretion, subsequently terminate Partner's status as a Certified MACC Partner.

6. Qualifications of Rescue Partner

Partner shall at all times maintain its status as a tax exempt organization pursuant to 26 U.S.C 501(c)(3), specific to being an animal rescue organization and having all appropriate licenses and registrations required by any local, state or federal agency.

7. Limitations

Partner shall ensure that animals received from Metro are not disposed of to any medical school, college, university, person, association, corporation or individual for experimentation or vivisection purposes, or to any person, firm, corporation or individual providing, selling, or supplying animals to any medical school, college, university, person, association, corporation or individual for experimentation or vivisection purposes. Partner shall not release animals to a person or organization owning or having control of more animals than is authorized by local building and zoning codes. Release by Partner of any animal obtained from Metro to any rescue group or other organization or entity without prior approval of Metro is a breach of the terms and conditions of this application. Partner shall not release any animal obtained from Metro to any third party until that third party has signed an adoption waiver in the form approved by Metro.

8. Term

Partner shall submit an application and terms and conditions on an annual basis.

9. No Convictions for Animal Cruelty

Partner acknowledges that no director, operator, staff or animal caregivers, including volunteers, of Partner have been convicted of, found guilty of, or entered a plea of nolo contendere or guilty to, regardless of adjudication, animal cruelty, neglect, or

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abandonment. Partner further acknowledges that no director, operator, staff, or animal caregivers of Partner have had their right to rescue animals revoked, suspended or rescinded in any other jurisdiction for any reason whatsoever.

10. Independent Contractor

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

11. 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 or similar formality as this application and executed by the Metro and Partner.

12. Jurisdiction and Venue

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this application shall be maintained in the courts of Davidson County, Tennessee.

13. Compliance with Laws

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 application.

14. Severance

In the event a portion of this application is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in effect.

15. Release, Indemnity, and Waiver of Liability

Partner agrees to release, waive, discharge, and covenants not to sue Metro, its officers, agents, and employees, from and for any and all liability of claims for damage or injury that may be sustained by the Partner directly or indirectly in connection with, or arising out of the activities contained in this application whether caused in whole or in part by the Metro. Partner further agrees to release, indemnify and hold harmless Metro, 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).

16. Assignment and Performance

Neither this application 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 Application to the contrary, Metro may terminate Partner's status as a Certified MACC Partner, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Partner of its status or any right or interest herein without Metro's written consent.

17. Audit Right and Retention of Records

Metro shall have the right to audit the books, records, and accounts of Partner that are related to this application. Partner shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this application. All books, records, and accounts of Partner shall be kept in a written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Partner shall make same available at no cost to Metro in written form. Partner shall preserve and make available, at reasonable times for examination and audit by Metro, all financial records, supporting documents, statistical records, medical records and any other documents pertinent to this application for a period of 3 years after termination of Partner's status as a Certified MACC Partner. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or 3 years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings.

18. Termination

The status of Partner as a Certified MACC Partner may be removed by either party with or without cause upon 10 days written notice to the other party; provided that the obligations stated in this application of Partners in connection with animals obtained from Metro, but not yet adopted by third parties, shall be ongoing. Metro may elect to recover, at its discretion and without further process, possession of any sexually intact animal in Partner's possession at the time.

(Terms and Conditions continued on page 5)

Certified MACC Partner Application

Organization Information															
Organization Name															
Facility Address	City	State	Zip												
Facility Description (House, farm, etc)															
Primary Contact															
Home Phone	Mobile Phone														
Email															
Secondary Contact															
Home Phone	Mobile Phone														
Email															
Website															
Clinic/Veterinarian Information															
Clinic/Veterinarian Name															
Address	City	State	Zip												
Phone	Mobile Phone														
<p>Please indicate the healthcare your organization provides to rescued/fostered animals: <i>(check all that apply)</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;"><input type="checkbox"/> Veterinary exam</td> <td style="width: 25%;"><input type="checkbox"/> Treatment for skin conditions</td> <td style="width: 25%;"><input type="checkbox"/> Behavioral screening & training</td> <td style="width: 25%;"><input type="checkbox"/> Spaying & neutering</td> </tr> <tr> <td><input type="checkbox"/> Standard vaccinations</td> <td><input type="checkbox"/> Dental cleaning/ treatments</td> <td><input type="checkbox"/> Heartworm testing/ preventive</td> <td><input type="checkbox"/> Heartworm treatment</td> </tr> <tr> <td><input type="checkbox"/> Special diets</td> <td><input type="checkbox"/> Feleuk/FIV testing</td> <td><input type="checkbox"/> Parasite control</td> <td><input type="checkbox"/> Surgeries</td> </tr> </table>				<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"/> Feleuk/FIV testing	<input type="checkbox"/> Parasite control	<input type="checkbox"/> Surgeries
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Persons Authorized to Pick-Up and Transport Animals on Behalf of the Organization															
(1) Name, address and contact information															
(2) Name, address and contact information															
(3) Name, address and contact information															
(4) Name, address and contact information															

Terms and Conditions

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NOTICE

Notice shall be sent to the Division Director and the primary contact as specified in Partner's application.

I certify that I have answered the above questions truthfully on behalf of the organization listed above. I authorize Metro to contact any person/entity listed in this application or its attachments for reference and verification purposes. I understand that approval of the application of an organization to serve as a Certified MACC Partner with Metro is at the sole discretion of Metro.

I have had an opportunity to review this application and knowingly and voluntarily agree to be bound by the terms and conditions.

I hereby represent and warrant that I am duly authorized to execute this application on behalf of the organization and do so with full legal authority.

Signature/Title

Date

(Typing name below and e-mailing from primary contact e-mail address provided on page 4 will constitute electronic signature)

Print Name

IMPORTANT: AGREEMENT NOT VALID UNLESS ALL SIGNATURES ARE COMPLETE

OFFICE USE ONLY

Application: Approved Declined

MACC Director

Date