

ELMORE SPCA, INC.
P.O. BOX 686
PERU, NY 12972

CONTRACT AGREEMENT

Agreement made pursuant to the provisions of Section 115 of the Agriculture and Markets Law, by and between Town of Peru, a municipal corporation having its principal office and place of business at 3036 Main Street, Peru, NY 12972, party of the first part ("Municipality"), and Elmore SPCA, Inc., a New York corporation with offices and place of business at Peru, Clinton County, New York, party of the second part.

WITNESSETH:

First: That, in consideration for the payment to it by the MUNICIPALITY of the sum of \$6,474.00:

1. Provide and maintain a shelter for seized dogs in a humane manner for at least as long as mandated under any statute or local law and will properly and humanely care for all dogs in such shelter, and will make available for adoption or humanely euthanize seized dogs not redeemed as provided in Article 7 of Agriculture and Market Laws. Such shelter shall at all times during the term hereof be under care and charge of competent employees and shall be open to the public at reasonable hours. MUNICIPALITY agrees to deliver all such dogs to ELMORE SPCA, INC., at 556 Telegraph Road, Peru, New York during reasonable business hours;
2. File and maintain a complete record of any seizure and subsequent disposition of any dog in the manner prescribed by the Commissioner of Agriculture and Markets as well as any other records required by Article 7;
3. Collect all fees imposed by the Municipality or fixed by statute, including Agriculture and Markets Article 7, and promptly remit the same to the town/city clerk of the MUNICIPALITY.

First: When a dog is seized under, Section 121 Dangerous Dog law, the owner will pay fifteen dollars (\$15) per day until final disposition from the courts. If the disposition is release, the owner will pay for a rabies vaccine if not done. If a dog is ordered euthanized, that cost will be paid by the owner to Elmore SPCA, Inc. If payment is not made by the owner within thirty days of demand for same, the Municipality will pay for the cost of the euthanization and ELMORE SPCA, INC. shall assign the Municipality any and all rights or claims that it has against the owner for the cost of the euthanization.

Second: MUNICIPALITY agrees to pay the aforesaid sum within forty five (45) days of the date this agreement.

Third: Either party may terminate this contract upon 30 days written notice. Any monies paid by the Municipality will be refunded within thirty (30) days of the termination date, prorated based upon the number of days the agreement was in effect.

Fourth: The term of this agreement shall commence on the 1st day of January 2013, and shall continue to and include the 31st of December, 2013.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THEIR CORPORATE SEAL TO BE HERE UNTO AFFIXED AND THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS.

TOWN OF PERU

ELMORE SPCA, INC.

BY: _____

BY: _____

Carol Solari-Rusco

DATE: _____

DATE: _____