



Photo by Traer Scott



*Helping victims of domestic abuse
by helping their animals.*

An in-depth
resource guide
for starting a
shelter program
for the pets of
domestic abuse
victims.

www.saavprogram.org

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Sheltering Animals of Abuse Victims is a nonprofit organization funded almost entirely by individual, tax-deductible contributions.

For donation information or for more information about our work, please email us at info@saavprogram.org or visit our website at: www.saavprogram.org.

Dear Reader,

Thank you for your interest and commitment to helping victims of domestic violence and their pets by starting a shelter program in your community.

This guide is intended to provide information and assistance based on our experience creating a formal shelter

program utilizing a community collaboration model in Dane County, Wisconsin. While law students at the University of Wisconsin Law School, we learned about the link between domestic violence and animal abuse at a conference. Determined to do something to help, we created a nonprofit organization (Sheltering Animals of Abuse Victims or SAAV) and pioneered a project to create a formal safe haven program (SAAV Shelter) for the pets of domestic abuse victims in our community and to provide the program. For over 20 years we have provided safe shelter to animals affected by domestic abuse. We have also provided information to startups across the country as they begin the journey of starting a program. We hope by sharing SAAV's journey, it will assist you in bypassing some of the obstacles to building your own local program.

This manual is provided free of charge to aid start-up shelter programs in other communities. SAAV is an all-volunteer nonprofit organization that accomplishes its mission only through the generosity of our supporters. Therefore, donations are appreciated in exchange for these materials. To learn more about SAAV, visit saavprogram.org or find us on social media.

Please contact us at info@saavprogram.org should you need any additional guidance in your efforts to support victims and their pets in your community.

Sincerely,

*Megan Senatori and Pamela Hart
Co-Founders, Sheltering Animals of Abuse Victims*



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THE LINK BETWEEN DOMESTIC VIOLENCE AND ANIMAL CRUELTY

Domestic violence and animal abuse go hand in hand. For example, a survey of 72 women seeking refuge in domestic violence shelters in Wisconsin found that 86% of the women had pets and in 80% of those cases, the abuser had abused the pets.¹ Multiple studies have found that as many as 71% of victims report that their pets had been threatened or killed by their partners.²

Abusers routinely use animals to torment and control their human victims. In an abusive household, animals sadly become symbols of what the abuser can do to the human members of the household. Because the bond between victims and their animals is so strong, abusers use threats and animal abuse to intimidate, control, silence and punish the family and to prevent their victim from leaving. Animal abuse becomes part of the cycle of abuse, and animals become pawns to the abuser's desire for power and control.

continued on next page

One Survivor's Story

“Louise” had survived 46 years of marriage to a verbally, emotionally, and physically abusive husband. When her husband threatened to kill Louise’s beloved dog, “Bentley,” she knew she needed to find a safe place for herself and Bentley. Louise called the crisis line of Domestic Abuse Intervention Services (“DAIS”) in Madison, Wisconsin, for help.

Louise shared how ashamed she was to talk about this abuse. However, Louise said the physical abuse had escalated in recent months due to her husband’s health issues, including beginning signs of dementia.

Her advocate at DAIS was able to offer her a space in the shelter, but Louise did not want to enter the shelter before she could find shelter for Bentley; she knew her husband would kill him if she left. Her advocate contacted SAAV and we found a spot for Bentley in an emergency foster home that night. Louise entered the shelter at DAIS knowing Bentley was safe.

Coming into the shelter at DAIS was difficult for Louise. Not having Bentley, who had become her greatest source of comfort, made it even more difficult. Louise connected with some of the other women in shelter, and derived a great deal of support from these women. Through the wonderful support she received from DAIS, Louise finally felt ready to start life anew. But, Louise knew she would draw courage and support from an old friend.

Louise and her DAIS case manager met with a representative of the Dane County Humane Society, and there was someone special waiting for her – Bentley. There was a joyful and a tearful reunion between a very happy and relieved Louise, and a dog who was so overjoyed he could hardly contain himself. Experiences such as this reunion are the reason why safe haven programs like the one provided by SAAV are so tremendously important to victims.

Shelter programs are critical to ending violence in our homes— by offering services to all survivors of domestic violence – including a victim’s animals.

Victims often jeopardize their own safety and stay with a abuser to protect the animals in their family. Studies show that up to 48% of **victims seeking shelter at a crisis center reported that they delayed leaving a dangerous situation because they feared for the safety of their animals** and knew of no safe place to take them.³ Other victims leave their abuser, but then return to retrieve or protect the animals they were forced to leave behind. How many victims never leave? Providing safe shelter to animals saves lives. It's that simple.

1. Phil Arkow (1996). *The Relationships Between Animal Abuse and Other Forms of Family Violence*, 12 *Fam. Violence & Sexual Assault Bull.* 29, 31.
2. Ascione, F. R., Weber, C. V., & Wood, D. S. (1997). *The abuse of animals and domestic violence: A national survey of shelters for women who are battered*. *Society and Animals*, 5, 205-218.
Flynn, C. P. (2000). *Why family professionals can no longer ignore violence toward animals*. *Family Relations: Interdisciplinary Journal of Applied Family Studies*, 49(1), 87-95.
Loring, M. T., & Bolden-Hines, T.A. (2004). *Pet abuse by batterers as a means of coercing battered women into committing illegal behavior*. *Journal of Emotional Abuse*, 4, 27-37
3. Carlisle-Frank, P., Frank, J. M., & Nielsen, L. (2004). *Selective battering of the family pet*. *Anthrozoös*, 17, 26-42.



The Connection Between Animal Abuse and Crimes Against our Fellow Human Beings

Shelter programs for the animals of domestic violence victims also serve the community by targeting violence at its roots – animal abuse. Research shows that animal abusers are five times more likely to commit violent crimes, such as assault, robbery, or rape; four times more likely to commit property crimes; and three times more likely to be arrested for drug related offenses.¹ Law enforcement recognizes this link between animal abuse and crimes against our fellow humans:

“Something we believe is prominently displayed in the histories of people who are habitually violent is animal abuse... You can look at cruelty to animals and cruelty to humans as a continuum.”²

District Attorneys now routinely urge prosecution of animal cruelty due to “the link”:

“Society has traditionally compartmentalized acts of violence—separating definitions of child abuse from domestic violence or street violence or cruelty to animals. Evidence is mounting that violent acts are not separate and distinct, but part of a cycle. The forces and influences that foster violence toward humans and animals spring from the same roots. Over the last two decades, scientists, psychologists and criminologists have been documenting this relationship.”³

Additionally, the link between animal abuse and other criminal behavior is recognized by the International Association of Chiefs of Police:

“Research has demonstrated that people who commit acts of cruelty against animals are also likely to be involved in family violence and other serious criminal behavior. Complaints of animal cruelty should be taken seriously as they often provide an opportunity for early identification with violent perpetrators.”⁴

The link is also recognized by the veterinary community:

“Animal abuse and neglect do not occur in a vacuum but are part of a pattern of dangerous and antisocial behavior jeopardizing people, animals, and inanimate property.”⁵

They say that violence begets violence and, in the case of children from violent households, studies have confirmed that to be the case.

A 2004 study published in the July issue of the *Journal of the American Academy of Child and Adolescent Psychiatry* found a continuing pattern of animal abuse in children from violent households. In the study, the researchers followed a group of about 300 battered women and their children for 10 years and asked them periodically about family life and any problem behavior in their children. The study found that children from violent homes were 2.3 times more likely to be cruel to animals, and harsh parenting from either parent also increased the risk of animal cruelty.

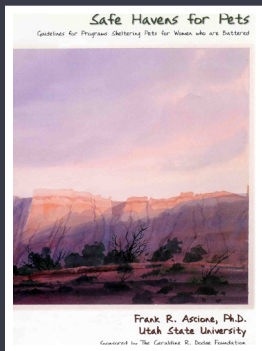
Shelter programs like the one provided by SAAV help to stop the cycle of abuse, by helping victims, their children and their animals find safety together. No child should have to witness abuse, whether to a parent or an animal in their home.

1. Joseph G. Sauder, *Enacting and Enforcing Felony Animal Cruelty Laws To Prevent Violence Against Humans*, 6 *Animal L.* 1, 13-14 (2000).
2. FBI Special Agent Alan Brantley, Randall Lockwood & Anne Church, *Deadly Serious: An FBI Perspective On Animal Cruelty*, in *Cruelty to Animals and Interpersonal Violence: Readings in Research and Applications* 242 (Randall Lockwood & Frank R. Ascione eds., 1998.)
3. A. William Ritter, Jr., *The Cycle of Violence Often Begins With Violence Toward Animals*, 30 *Prosecutor*, Jan./Feb. 1996, 31, 31.
4. Int'l Ass'n of Chiefs of Police, Inc., *Training Key*, reprinted in *Creating Safer Communities For Older Adults and Companion Animals* at 79 (*Humane Soc'y of U.S. & Wis. Dept of Health & Fam. Servs.* 2003) (2000).
5. Bonnie L. Yoffe-Sharpe & Lynn M. Loar, *The Veterinarian's Responsibility to Recognize and Report Animal Abuse*, 234 *J. Am. Veterinary Med. Ass'n* 732, 733 (Mar. 15, 2009).

Starting a Safe Haven Program

In response to statistics like these, advocates across the country have created shelter programs to remove a barrier to safety for victims with animals, by providing safe refuge for a victim's animals. There are, however, not enough programs available. In Wisconsin, for example, there are 72 counties and currently only a handful of them provide a safe haven program for animals. Creating more shelter programs is a life-saving endeavor that helps not only victims, but also their communities.

When starting a sheltering program, researching and gathering information is critical to success. There are many ways that a shelter program can be structured, and that structure can and should depend on the needs in your specific community. This guide is intended not to suggest a "right" or a "wrong" way to structure a shelter program. Rather, it is intended to raise considerations and share with you how and why SAAV Shelter is structured as it is. We hope that SAAV's experience can be of assistance to others who are interested in starting a safe haven program.



The manual "Safe Havens for Pets" by Dr. Frank Ascione is a tremendously helpful aid. The manual is available online and free of charge as a downloadable PDF at the following link:

www.vachss.com/guest_dispatches/safe_havens.html

TOP 10

Considerations

For Starting A Shelter Program For Animals of Abuse Victims

There are many considerations before settling on how to structure a shelter program. Each program is unique, as are the needs of the communities those programs serve. This Top 10 list is intended to raise issues for consideration with the hope that it will facilitate discussion for start-ups as they begin their journey.

1

Research The Need for Services

Identify whether there is a need for services in your community and, if so, what type of services are needed. If services are already available in your community, do not assume that your assistance is unnecessary.

Domestic abuse agencies and/or humane societies may already assist victims when they can, but often a formal program does not exist. That was the case when we got started. An informal program had once existed in Dane County but it was no longer in operation and, when in existence, it provided only limited on-site shelter (less than two weeks) for pets at our local humane society. We researched models for shelter programs across the country, created a formal program, developed a formal collaboration with our local domestic abuse agency and our local humane society, drafted all of the legal paperwork for the program, and created a nonprofit organization to implement the program. We use foster homes to provide shelter to the animals we help.

Alternatively, a formal program may already be in place in your community, however, perhaps it could benefit from assistance developing policies, protocols, and other needs. Therefore, even if a program exists in your community, your assistance may still

be desperately needed to provide quality services to victims.

If no services are being offered for the animals of abuse victims in your community, then consider yourself the painter on an empty canvas, and go to work on deciding how best to structure a program from scratch.

Identify the needs in your community and how to best serve those needs.

2 *Identify Potential Partners*

To be successful, a shelter program requires the support of community stakeholders. An approach that brings together the expertise of already existing service providers in the community provides an efficient model.

SAAV Shelter utilizes a collaboration with our local domestic abuse organization (Domestic Abuse Intervention Services (DAIS)) and our local humane society (the Dane County Humane Society (DCHS)). Based on past volunteer experience with both organizations we knew, first hand, that these two organizations would be top-notch partners. DAIS has the knowledge, training and expertise to meet the needs of the human victims we serve, DCHS has the same skill set on the animal side. Working

“The partnerships we developed with the local domestic abuse shelter (DAIS) and the local humane society (DCHS) are the key to our program’s success. We simply couldn’t do what we do without their support and collaboration.”

Pamela Hart
SAAV Co-Founder

with DAIS and DCHS allowed us to meet our goals without having our own brick and mortar shelter.

Start-ups should do their homework and have a model already in mind before approaching

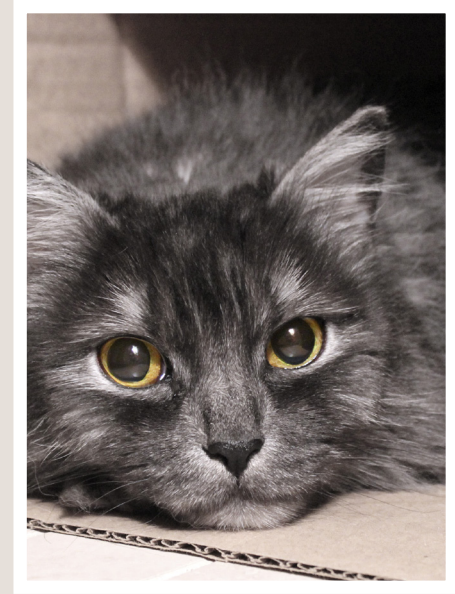
potential stakeholders. Thorough preparation will help instill confidence in the start-up and will increase the chances that the organizations approached by the start-up will be interested in becoming involved.

Safe haven programs provide benefits to the partnering organizations because they help to broaden the mission and supporters of each. For example, those interested in domestic abuse advocacy may not have previously been interested in animal cruelty issues. Likewise, animal advocates may not have previously been interested in domestic abuse advocacy. By working together, each organization broadens its mission by reaching a wider audience and expanding its donor base.

3 *Develop A Program Model*

Throughout the country, shelter programs are structured in a variety of ways. Animals can be sheltered at the local humane society, veterinary offices, kennels, or other shelter locations.

SAAV Shelter is a community collaboration that utilizes a foster network to provide shelter to animals affected by domestic abuse. A robust foster network has the advantages of providing a comfortable home environment to the animals, is deeply appreciated



and comforting to domestic abuse victims, and also allows the community to get involved in the overall mission to raise awareness about the link between domestic violence and animal cruelty. A foster network also provides a cost effective way to offer shelter to pets affected by domestic abuse.

The model that is best suited for your community may not be the same as for another community. **Start-ups should take time to explore various models and decide what does, and does not, work for your community and unique needs. As needs change, modify and innovate.** Even after a program is up and running, constant evaluation of the program allows services to be constantly improved and updated based on past experience. There is no “perfect” model.

4 *Consider The Duration of Services*

How long will your program provide refuge for the victim’s animals? A variety of issues should be considered in making this decision. For example, how does the length of the shelter period impact cost? What length of services are most likely to help victims achieve long term safety? What length of ser-

vices are in the best interest of the animals? These are just a few considerations.

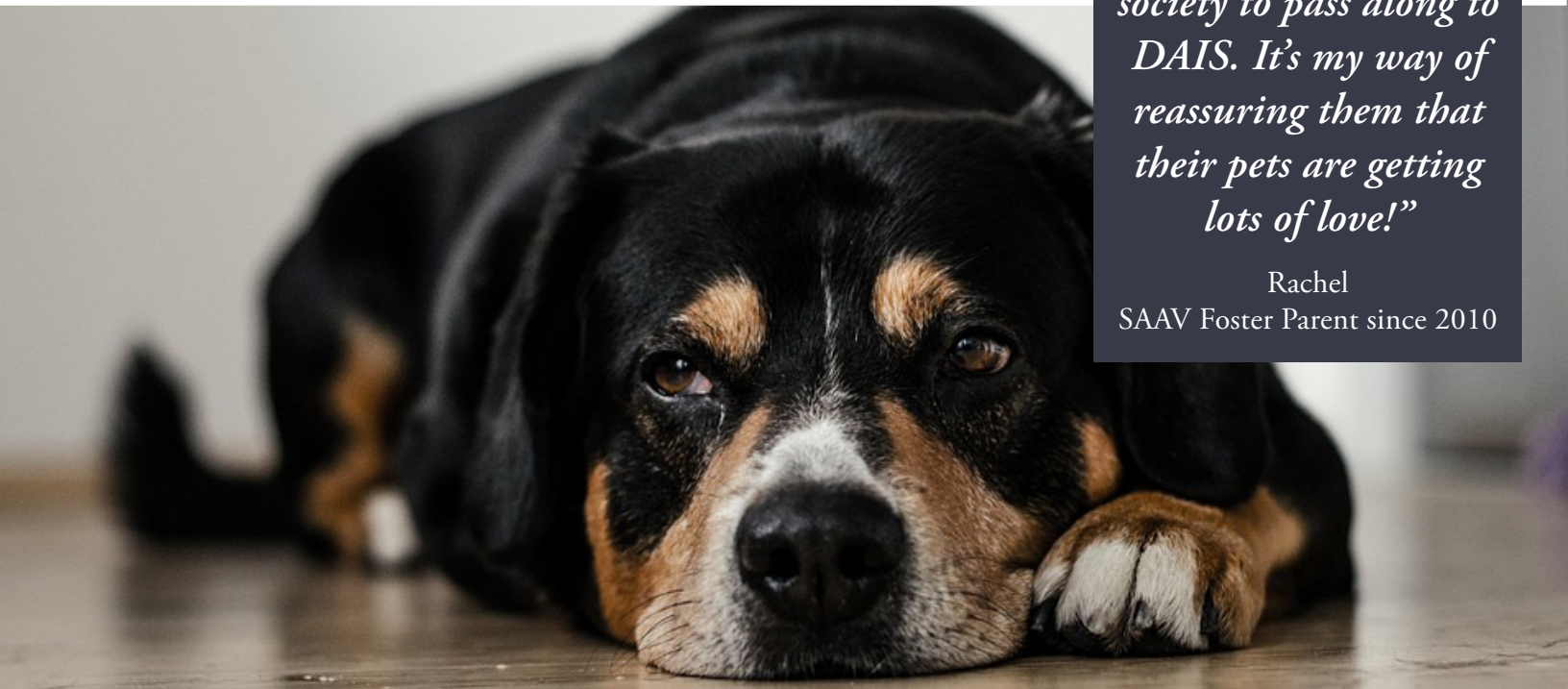
SAAV Shelter provides a shelter period of up to 90 days. Lack of housing and employment are common barriers to safety for domestic abuse victims. **To achieve success, the shelter period should allow time for a victim to make real progress reestablishing themselves in a safe home environment.** We found 90 days to be the right amount of time for us.

5 *Address Confidentiality*

Due to the extremely private and personal experiences of victims, carefully research confidentiality issues at the outset. Some shelter programs are structured so that the domestic abuse victims and foster parents have contact with one another during the shelter period. SAAV Shelter does not use this model.

“I know I’ll never meet the owners of my foster animals. But, I always send updates of my foster ‘fur kids’ to the humane society to pass along to DAIS. It’s my way of reassuring them that their pets are getting lots of love!”

Rachel
SAAV Foster Parent since 2010



For the safety of everyone involved, there is no contact between the domestic abuse victim and the foster parent at any time; the foster parent and victim never know one another's identity.

In SAAV Shelter, the "match" between a victim's pets and foster parent is known only by a few select people necessary to implement services. We provide updates to victims about her animals during the foster period through her case worker at DAIS.

It is critical, however, for the collaborative organizations to be able to share confidential information as necessary to provide services. Accordingly, victims using SAAV Shelter sign paperwork that allows SAAV and its collaborating organizations to share information with one another in order to provide services, yet protects the confidentiality of that information from the public.

6 *What Kind Of Animals Will Be Sheltered?*

Some safe haven programs provide shelter only for companion animals, while others provide shelter for a broader array of animals. **Start-ups should consider what kinds of animals they will shelter.** Initially, SAAV primarily sheltered companion animals. Later, we expanded services to include farm animals (we've fostered goats and horses). Over the years, we've also fostered (in addition to dogs and cats) bunnies, birds, mice, hamsters, snakes, ferrets, turtles, and even iguanas. We wanted all animals to be included in our circle of compassion, regardless of species.

7 *The Scope of Veterinary Services*

Establish the parameters for what veterinary care will be provided at the outset so that victims know what to expect. For SAAV Shelter, certain routine veteri-



nary services are provided to the victim's animals free of charge. Those services generally include a routine physical exam, spay and neuter surgery (if elected by the victim), and certain vaccinations.

Because the animal is not owned by the shelter program, and the cost of emergency veterinary care can be exorbitant, special attention must be given to emergency veterinary care. There is a variety of ways in which emergency veterinary care can be handled.

The paperwork for SAAV Shelter asks the victim to designate an amount that we may spend on her behalf for emergency veterinary services. In the event of an emergency, we try to contact the victim to allow her to make decisions regarding her animal. However, for the well-being of the animals we serve, our paperwork also provides us with the authority to make decisions regarding the animal's health care when we cannot reach the victim. Emergency veterinary care most often exceeds (usually significantly) the amount the victim can spend. SAAV pays for the cost of emergency veterinary services on a case-by-case basis, depending on available resources and the unique nature of each situation.

To help defray the cost of veterinary services, start-ups should consider partnering with veterinarians or veterinary clinics willing to donate or provide reduced cost care to animals in the program.

Paperwork should clearly explain the parameters of veterinary care that will be provided and whether they will be free of charge to the victim.

8 *Identify Funding Sources*

There are a variety of ways to fund a shelter program, but the most common funding sources are donations and/or grants. **Research funding sources after determining the parameters of the proposed program and how much it will cost.**

SAAV is an all-volunteer organization. It is, of course, also possible to structure a program with paid staff, rather than volunteers, but that requires significant funding. SAAV's shelter services are provided through a combination of SAAV volunteers, and through the employees of the organizations we work with. This model works well for us because each of the organizations we work with views SAAV Shelter as within their organizational missions.

9 *Training Fosters And Volunteers*

How will you train foster parents and the other volunteers? We wanted our foster parents and other volunteers to become part of our overall mission to raise community awareness about the link between domestic abuse and animal cruelty. We also wanted them to understand the dynamics of domestic abuse. Finally, since research shows it takes a victim an average of seven attempts to leave before permanently escaping for good, we wanted our foster parents to know there was a risk the victim would have to return to the abuser.

For all of these reasons, SAAV volunteers receive training about domestic violence, the cycle of abuse, and how animals become part of that cycle. Our SAAV orientation sessions typically last about 90

minutes and includes presentations by SAAV and each of our collaborating organizations. **Our orientation session is valuable to our mission because it helps our volunteers understand domestic abuse and the many myths surrounding domestic abuse.** The victims we serve often tell us they are comforted to know that the person who is providing safe refuge for their animals learned about domestic abuse.

10 *Protect Against Liability Risks*

Due to the unique nature of services provided in shelter programs (i.e., where the animals are owned by someone other than the organization), there are a host of liability issues that should be considered. **Attorney involvement is extremely helpful to address liability concerns.** Start-ups may be able to locate an attorney who will volunteer to help set up the program on a pro bono (i.e., without charge) basis, and to draft appropriate paperwork to address liability concerns.

Insurance is also an important consideration. Startups may wish to obtain commercial general liability insurance (for example to protect against bodily injury, such as a dog bite) and/or errors and omissions insurance to protect the board of directors. Insurance needs will vary by organization.

“Determining liability issues was a big part of our planning process before launching SAAV. We had to try to protect SAAV against liability, as well as everyone we were working with to provide SAAV Shelter.”

Megan Senatori
SAAV Co-Founder

SAAV Shelter Model

SAAV Shelter is provided by SAAV through a collaboration with Domestic Abuse Intervention Services (DAIS) and the Dane County Humane Society (DCHS). To qualify for SAAV Shelter, victims must be receiving services from DAIS (shelter or any other services) at the time of intake into SAAV Shelter. Intake for SAAV Shelter occurs through the victim's case worker at DAIS. From there, SAAV acts as a "bridge" that connects DAIS and DCHS, providing pets safe shelter for up to 90 days while a victim seeks refuge from an abuser. SAAV provides shelter for animals affected by domestic abuse through a confidential foster network in Dane County, WI.

SAAV coordinates the intake process of animals into SAAV Shelter; develops and manages policies and procedures for SAAV Shelter; finds, trains and supports foster families; and serves as oversight to coordinate services and seamless communication between our collaborating organizations. In addition, SAAV's mission includes raising community awareness locally and nationally about the link between domestic abuse and animal cruelty.

A special thank you to DAIS and DCHS for their investment in our mission to help humans and animals affected by family violence. We are eternally grateful for your generosity, dedication, and the wonderful relationship we have shared since we began working together in 2001.



Victims interested in applying to SAAV Shelter should contact DAIS at (608) 251-4445 or toll free at (800) 747-4045.

LEGAL FORMS

SAAV strongly suggests that programs create and implement paperwork to try to protect against potential liability concerns. It is important to tailor and develop forms to suit your specific program. By providing access to our forms, SAAV is making no representation regarding their appropriateness for your particular program.

We suggest that shelter programs work with their own legal counsel in implementing the program, including drafting legal paperwork for the program.

The forms and information in this brochure are being provided for informational purposes only and do not constitute the giving of legal advice.

sample forms

- ✓ Intake Application
- ✓ SAAV Participation Agreement
- ✓ Waiver of Liability and Indemnity Agreement
- ✓ Spay/Neuter Assistance Program
- ✓ SAAV Shelter Re-Enrollment Form
- ✓ SAAV Shelter Release of Animal Agreement

CONCLUSION

These materials are not intended to be comprehensive or exhaustive, however, we hope they provide ideas as you get started. To learn more, please visit us at: www.saaavprogram.org.

These materials are for informational purposes only and do not constitute legal advice.

If SAAV can be of further assistance, please do not hesitate to email us at info@saaavprogram.org or at the following address:

Sheltering Animals of Abuse Victims
PO Box 5152
Madison, WI 53705

Thank you for taking the time to consider starting a shelter program. We wish you the best of luck!

I am sometimes asked, “Why do you spend so much of your time and money talking about kindness to animals when there is so much cruelty to men?” I answer, “I am working at the roots.”

- Attorney George T. Angell -



INTAKE APPLICATION FOR SAAV SHELTER (Form 1)

Sheltering Animals of Abuse Victims® (SAAV), the Dane County Humane Society (DCHS), and Domestic Abuse Intervention Services (DAIS) recognize animal companions as integral and loving members of the family. We strive to help families affected by domestic abuse by offering confidential temporary shelter in SAAV’s shelter program for the animals of domestic abuse victims who are seeking refuge from an abuser. By completing the application below, you are requesting charitable services as part of our mission to end family violence.

PLEASE PRINT

Name: _____ Date: _____

First Middle Last

Preferred Pronouns: _____

Address: _____

Street Address Apt. No. City State Zip Code

Current Home Phone: (____) _____ May we leave a message? _____

Work Phone: (____) _____ May we leave a message? _____

Current Cell Phone: (____) _____ May we leave a message? _____

Email address: _____

It is extremely important that we have a reliable way to contact you and at least one (preferably two) emergency contacts in the event of an emergency involving your animal.

1. In Case of Animal Emergency, what is the best way to reach you?

2. In Case of Animal Emergency, if you cannot reach me, please contact:

First Name Middle Last Phone number Relationship to you

3. In Case of Animal Emergency, if you cannot reach me, please contact:

First Name Middle Last Phone number Relationship to you



We are seeking shelter from (optional): _____
First Middle Last

Relationship to you (optional): _____

Where will you be staying during the shelter period? _____

How long do you plan to stay at the above location? _____

Who is your veterinarian? _____

Veterinarian's phone number: (____) _____

Are vet records kept in your name? _____

Note: If vet records are not brought with your animal at drop off confirming that your animal's vaccinations are up to date, your animal will be vaccinated by DCHS protocol.

By signing below, I represent and affirm that all information contained above and on the following pages is true and correct to the best of my knowledge. I understand that this is an application for services only – and not a guarantee of acceptance in SAAV Shelter.

Print your name: _____

Signature: _____

Date: _____



Information For Animal(s) For SAAV Shelter Application

Instructions: Complete this 2 page form for EACH animal you are asking us to accept into SAAV Shelter.

Details regarding my animal:

Name: _____ Species: _____ Breed: _____

Sex: _____ Spayed/Neutered? _____ Age: _____

Distinguishing Characteristics (ie, color): _____

Has your animal been the victim of abuse? Yes _____ No _____

When was the most recent abuse? Are you concerned that your animal may need veterinary care due to the abuse? Please describe:

Does your animal exhibit fearful or aggressive behavior? Yes _____ No _____

Please describe how your animal feels about children and signify the children's ages (please circle all that apply).

Loves all kids

Likes some kids

Likes kids once s/he knows them

Only likes kids in household

Tolerates kids

Only likes kids older than _____ years

Does not like kids

Other:

Does your animal get along with other animals? Please describe.



Does your animal have any medical conditions? If so, please describe: _____

Is your animal on any medication (including preventative)? Yes _____ No _____

If yes, what type and for what health problem? _____

Is your animal due for any vaccinations (rabies, distemper, etc.): _____

Is your animal possibly pregnant? Yes _____ No _____

What brand of food do you typically feed to your animal(s)? _____

Has this animal ever been placed into SAAV Shelter before? If so, please provide approximate dates for any such prior enrollments:

Please provide any other information that you believe would be helpful to a foster parent caring for your animal.



PARTICIPATION AGREEMENT FOR SAAV SHELTER (Form 2)

Name of SAAV client:

Name of Animals for Enrollment in SAAV Shelter:

By signing below, you are transferring custody of the above-named animal(s) to SAV Shelter, Inc. d/b/a Sheltering Animals of Abuse Victims (“SAAV”), Dane County Humane Society (“DCHS”), and Domestic Abuse Intervention Services (“DAIS”) for temporary confidential shelter for a period limited to no more than 90 days (“Temporary Shelter Period”). This temporary shelter (“SAAV Shelter”) is provided by SAAV through a collaboration with DCHS and DAIS and, therefore, all three organizations will be involved in decisions relating to your animals during the Temporary Shelter Period. By entering into this Participation Agreement, you are representing to us you have the authority to place each of the above animal(s) into SAAV Shelter. In exchange for valuable charitable services, you represent that you are knowingly and voluntarily agreeing to all of the terms, conditions and policies of the SAAV Shelter as described below and as confirmed by your initials. Throughout this document, the term “animal” means the above-named animals; the terms “we”, “us”, and “our” refer to SAAV, DCHS and DAIS; and the term “you” means you, the client receiving services from SAAV Shelter. **We recognize that due to the COVID-19 crisis, you may not have access to technology to facilitate physically signing this Participation Agreement and our other paperwork and, accordingly, you agree that your verbal approval to this Participation Agreement and all other documents required for SAAV Shelter provided to your DAIS case worker shall constitute your valid and binding approval of this Participation Agreement and all other required documents, as if you had physically signed them.**

Summary of Agreement	Initial
Acceptance into SAAV Shelter is not guaranteed. Animals that are admitted to SAAV Shelter are not accepted until we have had an adequate opportunity to evaluate the suitability of the animal for foster placement and a foster parent has been identified for the animal. DAIS will notify you when that process is complete (approximately 1-2 weeks) and will let you know if your animal was accepted into the SAAV Shelter. Because your animal may not be accepted into SAAV Shelter (such as, for example, due to aggression and/or other behavioral issues or other factors that make foster placement inappropriate), you should continue to investigate other shelter options for your animal.	

Summary of Agreement	Initial
<p>If we accept your animal into SAAV Shelter, we do not guarantee we will be able to provide shelter for your animal for the duration of the Temporary Shelter Period. A variety of factors can arise that may make an animal's continued participation in SAAV Shelter inappropriate. Examples of reasons we may terminate participation of an animal in SAAV Shelter include: behavioral issues, health issues, or if the animal is not doing well in foster/shelter.</p>	
<p>Animals enrolled in SAAV Shelter receive certain routine veterinary care during the Temporary Shelter Period at no cost to you. This veterinary care (some of which depends upon the species of the animal), is limited to: a physical examination, certain vaccinations, de-worming medication, flea medications/treatment, and spay/neuter surgery (if elected by you on the Spay/Neuter Consent Form). If you elect to have your animal spayed or neutered, you can also elect to have a microchip, but you would have to reimburse DCHS for the cost of the microchip. Veterinary services above and beyond these routine care items may be provided by us to you at no cost on a case by case basis, in our sole discretion. Our ability to provide veterinary care depends upon your animal's behavior and our ability to work with him/her. Therefore, we do not guarantee that your animal will receive such care.</p>	
<p>During the Temporary Shelter Period, you authorize us to groom your animal, work with your animal on behavior issues, and to make medical decisions and provide veterinary care to your animal, including but not limited to: vaccinations, prescriptions, medical administration, and any other routine veterinary care recommended by the veterinarian examining and/or treating your animals. We will provide spay/neuter surgery for your animal at no cost to you if you provide consent on the Spay/Neuter Authorization Form (spay/neuter surgery is, however, optional).</p>	
<p>You authorize the veterinarian(s) listed on your application for SAAV Shelter to release the medical records for the above animals to us and to any veterinarians who provide medical care during the Temporary Shelter Period. For safety reasons, it is best for you to provide the veterinary records directly to DAIS, so that we do not need to make contact with your veterinarian.</p>	
<p>In the event of a medical emergency regarding your animal during the Temporary Shelter Period, you hereby authorize us to make emergency medical decisions on your behalf, including, but not limited to, medications, boarding, treatment, anesthesia and, if necessary as determined by us, euthanasia of your animal. We will try to contact you in the event of an emergency by using the emergency contact information provided on your application for SAAV Shelter.</p>	

Summary of Agreement	Initial
<p>The cost of emergency veterinary care is <u>not</u> provided as part of your participation in SAAV Shelter. You, therefore, agree to be legally responsible to pay for emergency veterinary care not to exceed \$ _____ per animal. You agree that when you are reunited with your animals at the end of the Temporary Shelter Period, you will either pay the above amount in full to DCHS or make appropriate arrangements with DCHS to pay the full amount in the future.</p>	
<p>If an emergency arises during the Temporary Shelter Period that necessitates emergency care beyond the amount you have agreed to be legally responsible for, we may, in our sole discretion, provide and pay for emergency veterinary care beyond the amount you have specified. As non-profit organizations, we have limited financial resources. Nothing in this agreement shall obligate us to pay for and/or provide emergency veterinary care. Financial aspects are an important practical consideration and may limit options in the event of a medical emergency.</p>	
<p>Your participation in SAAV Shelter is subject to a requirement that you, or someone authorized by you and acting on your behalf, contact DAIS 30 days from the date this agreement is signed, and again 60 days from the date this agreement is signed, to renew your participation in SAAV Shelter. If you do not honor this requirement, we will terminate your continued participation in SAAV Shelter.</p>	
<p>If you have any questions or concerns during the Temporary Shelter Period, all communications should be directed to DAIS. You should not contact DCHS, as they will not be able to provide a response to your inquiry. If you contact DCHS, the person you contact will direct you back to DAIS.</p>	
<p>It is <u>extremely</u> important that we have a way to contact you during the Temporary Shelter Period. You agree to check voicemail and email on a regular basis (at least once daily). You also agree to promptly return all phone calls or emails from us (at least within 24 hours of when we place the call or send the email). You will notify your emergency contact(s) of these requirements and direct your emergency contact(s) to abide by them.</p>	
<p>If you or your emergency contact fails to return our phone calls or emails within 24 hours of when we place the call or send the email to you, then we will proceed without awaiting your feedback on the issue we wished to discuss with you. In that event, we will act in our sole discretion to make the decision. While we value and wish to receive your feedback about your animal, it is important to the well-being of your animals that we are able to make decisions quickly when issues arise. During a medical emergency, we will not wait 24 hours to hear from you and will act immediately and as we feel is necessary for the well-being of your animal.</p>	

Summary of Agreement	Initial
<p>You agree to arrive on time to all appointments that you schedule with us. There is significant coordination required by SAAV, DCHS and DAIS to make SAAV Shelter possible. If you cannot make a scheduled appointment, or if you will be late for a scheduled appointment, you must promptly contact DAIS to notify DAIS.</p>	
<p>Pick up and drop off of your animal for SAAV Shelter may occur at DCHS. You shall not share that information publicly or share it with the person you are seeking shelter from. It is important to the confidentiality of SAAV Shelter that you not share details about how animals are checked into and/or removed from SAAV Shelter. When you pick up and drop off your animal at DCHS, any person who accompanies you must stay in the car, unless he/she is a minor child. <u>You should never bring the person you are seeking shelter from to DCHS for any reason.</u></p>	
<p>During the Temporary Shelter Period, you will not be allowed to visit your animal. This is for the safety of everyone involved and to protect confidentiality. We will not share the name or contact information of the person fostering your animal with you, and we will not share your name or contact information with the person fostering your animal. If you would like an update about how your animal is doing, we would be pleased to provide one. You should contact your DAIS case worker for update requests. Likewise, if you would like to send a thank you note for the person fostering your animal, please provide it to your DAIS case worker.</p>	
<p>To facilitate SAAV Shelter, it is necessary for DAIS to be able to share confidential information with SAAV and DCHS, or others designated by DAIS, DCHS and/or SAAV (such as a veterinarian treating your animal). You authorize DAIS to provide confidential information to SAAV and DCHS. By this sharing of confidential information, we do not intend for you to waive any protections afforded by law, such as Wis. Stat. § 905.045 (the domestic violence or sexual assault advocate-victim privilege), but, rather, we intend to extend that privilege to DCHS and SAAV to facilitate your participation in SAAV Shelter.</p>	

Summary of Agreement	Initial
<p>We will treat information about your participation in SAAV Shelter as confidential, except as you agree or as otherwise required by law. Examples of when we may be legally required to share information (in addition to the examples listed in the confidentiality paperwork you signed with DAIS) include: if your animal is involved in a bite incident or is required to be quarantined due to rabies exposure, if there is reasonable grounds for a veterinarian to believe that your animal has been involved in animal fighting in violation of Chapter 951, or to respond to a court order or subpoena. We also retain the right to share confidential information to defend ourselves in the event that you or someone on your behalf files a claim or grievance involving SAAV Shelter services. You agree that in the event that your animal were to ever arrive at DCHS as a stray animal in the future, DCHS may contact you directly using the contact information you have provided on SAAV Shelter Temporary Shelter Application Form so that you may reclaim your animal.</p>	
<p>We have the right and discretion to terminate or limit your participation and/or the participation of your animals in SAAV Shelter at any time during the Temporary Shelter Period for any reason. Examples of reasons why we might terminate or limit participation include: behavioral or health issues of your animal, your non-responsiveness, and/or your failure to honor your obligations to us.</p>	
<p>If your participation in SAAV Shelter is terminated, you <u>must</u> reclaim your animal(s) from SAAV Shelter within 48 hours of our request unless otherwise agreed by us.</p>	
<p>If you do not remove your animals from SAAV Shelter within 90 days from the date this agreement is signed, or if you fail to timely renew your participation in SAAV Shelter, or if you fail to promptly remove your animal(s) from SAAV Shelter at our request, you will be deemed to have abandoned your animal(s) and permanently surrendered all ownership rights and interest of any kind in the above animal(s). In that event, legal ownership of your animal(s) shall be voluntarily, permanently and irrevocably transferred to DCHS. By signing below, you specifically authorize this transfer of legal ownership of your animal. In that event, DCHS shall have the sole authority to make all decisions relating to your animal, including, but not limited to: making your animal available to the public for adoption and even euthanasia of your animal, as determined by DCHS in its sole discretion.</p>	

By signing below, and by my initials above, I warrant and represent that I have read this document carefully with an advocate from DAIS prior to executing it and that I am entering into this Participation Agreement, and hereby agree to all of its terms and conditions, knowingly and voluntarily in exchange for valuable charitable services.

Signature of SAAV Shelter Participant

Date

Printed Name of SAAV Shelter Participant

Printed Name of DAIS Advocate

SAMPLE

WAIVER OF LIABILITY, RELEASE AND INDEMNITY AGREEMENT (Form 3)

I understand that this Waiver of Liability, Release, and Indemnity Agreement (“Agreement”) is an important legal document. I, therefore, warrant and represent that before signing this Agreement, I will carefully read all of its terms and conditions. I understand that I have a right to ask questions regarding this Agreement and to consult with an attorney before signing it. My signature below confirms that: (1) I have carefully read this Agreement; (2) the terms of this Agreement are acceptable to me; and (3) I am knowingly and voluntarily waiving (ie, forever giving up) any right that I may have to bargain for different terms in this Agreement.

1. **RISK FACTORS.** I understand and acknowledge that the SAAV Program, Inc. d/b/a Sheltering Animals of Abuse Victims (“SAAV”), in conjunction with the Dane County Humane Society (“DCHS”) and Domestic Abuse Intervention Services (“DAIS”), is providing temporary and confidential shelter for my animal(s) for a period of up to ninety (90) days so that I may attempt to flee an abusive relationship. I recognize that the services I am being provided for SAAV Shelter are being provided to me free of charge as part of a charitable mission to prevent domestic abuse and/or animal abuse. I believe that this charitable mission is in the public interest and that the ability for nonprofit organizations to provide such charitable services necessarily depends upon the willingness of service participants, like me, to assume and absorb the risks inherent in this mission. I, therefore, recognize that my participation in SAAV Shelter may present risks to me, my children (if any), and/or my animal(s), including, but not limited to: **PROPERTY DAMAGE, BODILY INJURY, OR EVEN DEATH.**

2. **ASSUMPTION OF RISK.** I understand that by participating in SAAV Shelter, I may be exposing myself, my children (if any), and my animal(s) to these **RISK FACTORS.** I assume these **RISK FACTORS** in consideration of the privilege of participating in SAAV Shelter.

3. **WAIVER OF LIABILITY AND COVENANT NOT TO SUE.** I hereby knowingly, voluntarily, and irrevocably, agree to forever release, waive, discharge and covenant **NOT TO SUE** SAAV, DCHS, and/or DAIS, for any reason, including, but not limited to: damage to property, and/or bodily injury to me, my children, and/or my animals, including death, caused, or alleged to have been caused, in whole or part, by the negligent acts or omissions of SAAV, DCHS, and/or DAIS. This release and covenant not to sue extends to any claims, charges, lawsuits, or actions of any kind against SAAV, DCHS, and/or DAIS, including actions for breach of contract or tort. I am providing this Waiver of Liability to SAAV, DCHS and DAIS, including their officers, directors, agents, representatives, employees, veterinarians, volunteers, and fosterers, on behalf of me, my heirs, personal representatives, guardians, parents or other representatives. A breach of this Agreement shall entitle SAAV, DCHS and/or DAIS to any and all damages resulting from the breach, including, but not limited to, attorneys’ fees and costs.

4. **INDEMNITY AGREEMENT.** I hereby knowingly, voluntarily, and irrevocably, agree to defend and indemnify SAAV, DCHS and/or DAIS, for any and all liability, damages, costs, and expenses, including, but not limited to, attorney fees and costs, arising out of or in any way related to my participation in SAAV Shelter. This does not, however, release or modify defense and/or indemnity obligations that any insurer of SAAV, DCHS and/or DAIS may have for claims covered under the policies of SAAV, DCHS and/or DAIS.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT. I UNDERSTAND THAT I HAVE WAIVED AND SURRENDERED VALUABLE LEGAL RIGHTS. I HAVE SIGNED THIS AGREEMENT VOLUNTARILY IN EXCHANGE FOR RECEIVING CHARITABLE SERVICES.

SAAV Participant’s Signature: _____ Date: _____

SAAV Participant’s Printed Name: _____



Authorization and Waiver SAAV Spay/Neuter and Microchip

TO BE COMPLETED ONLY IF YOU WISH TO HAVE YOUR ANIMAL SPAYED/NEUTERED OR MICROCHIPPED

I, _____ (print name), acknowledge that I have read and fully understand and voluntarily agree to the terms of this Waiver and agree that I am not relying on any oral representations, statements, or inducements apart from this Waiver in agreeing to sign it. I hereby authorize Dane County Humane Society ("DCHS") to anesthetize, surgically sterilize, tattoo, vaccinate, and microchip, if elected, and provide other related medical care, as well to provide the following additional veterinary services (describe such services) _____ (the "Procedure") to _____ (animal names(s) or description(s)). I hereby acknowledge and agree that I am at least 18 years of age. I represent that I am the legal owner or functioning caretaker for the animal(s) identified above and that I have the authority to present the animal(s) for the Procedure. I agree to return for the animal(s) at the designated time, and I understand and acknowledge that my failure to do so may result in the animal(s) being permanently surrendered by me to DCHS.

I understand that there are medical risks associated with the Procedure, including but not limited to infection, hemorrhage, allergic reaction, anesthetic drug reaction, anesthesia-induced cardiac compromise, and death. I understand that if my animal is pregnant the pregnancy will be humanely terminated during surgery. I understand that DCHS will perform a physical exam but will not perform a comprehensive cardiac exam, other diagnostic tests, or blood-work prior to the Procedure. I understand that there are increased risks due to the fact that DCHS will not perform extensive pre-operative diagnostic evaluations. I further understand that there are additional risks if the animal is not current on recommended vaccinations.

I agree to fully and completely release and hold harmless DCHS, Domestic Abuse Intervention Services, and SAAV Program, Inc., including each of their officers, directors, employees, veterinarians, technicians, volunteers, attorneys and agents for any liability related to any problems experienced by the animal as a result of the Procedure or the above risk factors. I understand I am assuming the risks of such injury, loss, and/or damages. If in the course of treatment a condition is discovered that requires medical attention or an additional procedure, such as the presence of fleas, need for a nail trim, unclean ears, or the need to administer fluids, the attending veterinarian may, in his/her sole discretion, perform such procedure(s). With full knowledge of these facts, I consent to these procedures and agree to pay reasonable additional charges, if any.

I hereby agree to indemnify and hold Dane County Humane Society, Domestic Abuse Intervention Services and SAAV Program, Inc. harmless for any damages caused during the transportation of the animal, or for any damages caused by any unforeseeable events including, but not limited to fire, vandalism, burglary, extreme weather, natural disasters, traffic accidents, crate/carrier malfunction, animal escape, or acts of God. I am aware that my animal may be exposed to communicable diseases (including, but not limited to, upper respiratory infection and fleas) during transport. I agree to pay for animal transport costs according to the fee schedule set up by the rescue group or humane society that arranged the transport.

I agree that I will be available by phone on the day of the Procedure. If a situation arises and I cannot be reached at the phone number below, I authorize the veterinarian to use his/her discretion and clinical judgment as to how to proceed. I understand that DCHS staff will not proceed with the Procedure without prior consultation with myself, the owner/ functioning caretaker, if the course of treatment changes after informed consent has been given. I understand that the DCHS staff may not leave a message, and that I must be available by phone during the day of the Procedure. My phone number during the time of the Procedure is:

_____.

I agree that I will be financially responsible for any post-operative medical treatment relating to the Procedure, associated risk factors, or other unrelated medical problems of the animal. I agree to follow all aftercare instructions provided by DCHS and/or my veterinarian.

Please return for the animal(s) today between _____.

I hereby

Vet initials	Owner initials

give my informed consent for the above-mentioned course of treatment pursuant to Wisconsin Administrative Code, VE 7.06(23).

By: _____ (Print Name of Owner or Functioning Caretaker)

Signed: _____ Date: _____



SAAV SHELTER RE-ENROLLMENT FORM

The participant, _____, enrolled into SAAV Shelter on _____.
(Name) (Date)

The participant must re-enroll into SAAV Shelter at: 30 days, which is _____:
(Date)

and 60 days, which is _____.
(Date)

1) Did the participant re-enroll at 30 days? Yes _____ No _____

Notes:

2) Did the participant re-enroll at 60 days? Yes _____ No _____

Notes:

3) Did the participant make arrangements to pick up her animal within 90 days from the date of entry into SAAV Shelter? Yes _____ No _____

Notes:



SAAV SHELTER
RELEASE OF ANIMAL AGREEMENT (Form 6)

On this _____ day of _____, 20____, the Dane County Humane Society releases the animal(s) described as:

- 1) Name:_____ Species:_____ Sex:_____ Age:_____
- 2) Name:_____ Species:_____ Sex:_____ Age:_____
- 3) Name:_____ Species:_____ Sex:_____ Age:_____

from SAAV Shelter and back into the custody of_____.

By signing below, I accept said animal(s) in “as is” or “where is” condition and represent that said animal(s) have been returned to me, or someone authorized to accept the animal(s) on my behalf, on this date.

Please print your name

Signature of SAAV Participant

Date