

AGREEMENT

THIS AGREEMENT made this 1st day of January, 2026, by and between the TOWN OF NEW LISBON, (hereinafter referred to as "Tenant") and SILVER STREAK KENNELS (hereinafter referred to as "Landlord").

WITNESSETH

That the Landlord and Tenant in consideration of the promises and mutual covenants and agreements contained herein do hereby mutually agree as follows:

1. Pursuant to the provisions of §114 of the Agriculture and Markets Law and other applicable statutes, Tenant hereby designates Landlord as a shelter for dogs for the Town of New Lisbon for the period of January 1, 2026 to December 31, 2026. Either party may, at its option, terminate this lease agreement upon thirty (30) days written notice to the other party.
2. Landlord agrees to let to the Tenant a portion of its boarding kennel facilities located at 129 Bourne Hill Road, Morris, NY, sufficient to meet the needs of the Tenant in fulfilling its responsibility for providing pound or shelter services for dogs seized within the Town of New Lisbon pursuant to §114 of the Agriculture and Markets Law and Town of New Lisbon Local Law No. 1 of the year 2010.
3. The Landlord agrees to accept and board any dog brought for shelter by the Tenant and/or its dog control officer (DCO) and to be available for such purposes on a 24 hours per day, 7 days per week basis.
4. As used herein, the term "board" or "boarding" shall mean to furnish and provide, at the sole cost and expense of the Landlord, shelter, food, water, adequate kennel space, care and supervision in accordance with the requirements of §117(3) of the Agriculture and Markets Law and any other applicable rules and regulations of the Commissioner of Agriculture and Markets.
5. In no event shall the Tenant be responsible for any rent payments to the Landlord with respect to any dogs boarded with the Landlord.
6. All dogs boarded with the Landlord pursuant to the terms of this agreement shall be held at a cost to the Tenant of \$25.00/day for the statutory redemption period.
7. All dogs boarded with the Landlord pursuant to the terms of this Agreement shall remain the property of the Tenant until such time as it is redeemed or adopted.
8. Landlord agrees that Landlord will comply with the provisions of the Agriculture and Markets Law and all other statutes, ordinances, local laws, codes, rules and regulations which are or may be applicable to Landlord's services, activities and duties under this Agreement; and Tenant agrees to provide Landlord with notice of such applicable statutes, ordinances, local laws, codes, rules and regulations of which the Tenant has been or may become aware, although the parties agree that the responsibility of the Landlord to comply with such provisions is not dependent upon receipt of such notice.
9. The Landlord agrees to prepare, maintain and make available on request a record of all dogs placed in its care by the Tenant from date of day in to date of day out.

10.a. A copy of the Dog Seizure and Disposition Report shall be sent to Tenant by the Landlord stating whether dog(s) received by Landlord from Tenant's DCO was delivered to the Tenant's secondary shelter (Susquehanna SPCA, Cooperstown, NY) for adoption (include date of delivery) or redeemed.


10.b. If a dog(s) is redeemed while in the care of the Landlord, a copy of the Dog Seizure and Disposition Report shall be sent to the Tenant by the Landlord stating the date of redemption and name and address of person redeeming the dog(s). All redeemed dogs must be currently licensed and proof of a current rabies vaccination provided before said dogs are released from the Landlord. Tenant will process dog licenses and on request by Landlord will provide Landlord with proof of licensing and rabies vaccination prior to release of a dog.

11. Landlord agrees that it shall not release any impounded dog(s) to any party without proof of payment to the Tenant of all charges due (see Town of New Lisbon Local Law No. 1 of 2010, Section 10). A \$35.00 redemption fee (per Town of New Lisbon Local Law No. 1 for 2010, Section 11) is to be charged and collected by the Landlord, on behalf of the Town, for the first impoundment. (If this is a second or subsequent impoundment, see Town of New Lisbon Local Law No. 1 for 2010, Section 10.) This redemption fee, along with appropriate fees & paperwork stated in Item 10b of this agreement, is to be brought to the Town Clerk within 5 to 7 business days.

12. Landlord agrees that it will defend, indemnify and save harmless the Tenant from any and all suits, actions, causes of action, every kind and description brought against the Tenant, on account of any injuries or damages sustained or claimed to have been sustained by any person or dog arising out of or in connection with the boarding of dogs pursuant to the terms of this Agreement.

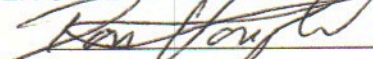
13. This Agreement constitutes the complete understanding of the parties and can only be changed or modified in writing signed by both the Landlord and the Tenant.

TOWN OF NEW LISBON:

BY: 
Brian Ryther, Town Supervisor

DATE: 1/13/26

SILVER STREAK KENNELS

BY: 
Don Vought, Owner

DATE: 1/12/26