

CONTRACT - ANGAJAMENT

NR. _____ / _____

Art.1. PARTILE CONTRACTULUI:

SERVICIUL DE UTILITATE PUBLICA DE ADMINISTRARE SI GOSPODARIRE LOCALA BRAILA cu sediul in Municipiul Braila, str. Marasesti, nr. 39, judetul Braila, inregistrata prin cod fiscal 15216313, reprezentata prin Director - Munteanu Dumitru si Director Economic- Hutu Teodor, in calitate de prestator,

si
Domnul/Doamna.....
domiciliat(a) in localitateajudetul.....
.....strada.....nr.....bloc...
.....scara.....etaj.....apartament.....po
sesor al BI/CI seria..... nr.....
CNP..... telefon

..... in calitate de adoptator, sau
SC , cu sediul in
.....
strada.....nr.....
....., bl....., sc.....,
ap....., Cod
fiscal....., reprezentata
prin..... avand
functia de.....in
calitate de adoptator.

Art.2 OBIECTUL , DURATA SI PRETUL CONTRACTULUI

(1)Obiectul prezentului contract il constituie adoptia la distanta* a cainelui cu urmatoarele date de identificare:

Numar crotal/ cip
Carnet de sanatate
Specia canina
Rasa
Varsta.....
Sex/Culoare...../
Vaccinari.....
De parazitare.....

(2)Durata contractului este deluni/ani, cu incepere de la data de

(3). Tariful de adoptie la distanta este 385.93

COMMITMENT - CONTRACT

NO. _____ / _____

Art.1. CONTRACT PARTIES:

SERVICE FOR PUBLIC UTILITY, ADMINISTRATION AND LOCAL MANAGEMENT BRĂILA with headquarters in Brăila, 39 Mărășești Street, Braila County, registered by fiscal code 15216313, represented by Manager - Munteanu Dumitru and Economic Manager - Hutu Teodor as provider,

and
Mr./Mrs./Ms.....with
domicile in
locality.....county.....,
street....., number.....block of flats:
....., entrance..... floor:, identified by IC
series no
Personal Identification
Number.....,telephone
....., as adopter,

or
Company.....,
with headquarters
in.....,
street.....,
number..... block of flats:
....., entrance....., apartment
.....,
fiscal code.....,
represented by....., having
the position ofin
adopter.

Art.2 OBJECT, DURATION AND PRICE OF THE CONTRACT

(1) The object of the present contract is the long distance adoption of the dog having the following identification data:

Chip number
Health card
.....
Canine species
.....
Race
.....
Age
.....
Sex / Colour/
Vaccinations
.....

Parasite Cleansing
.....

(2) The duration of the contract duration is

lei/cap/luna, aprobat prin Hotărârea Consiliului Local Municipal Braila nr 650/25.11.2021 sau echivalentul in euro la cursul BNR din ziua platii, platibil in avans, respectiv pana la data de 25 ale lunii curente pentru luna urmatoare.

(4) La incheierea contractului, Adoptatorul achita in avans tariful de adoptie/costul de intretinere pentru o perioada de cel putin 30 de zile.

(5) Costul tratamentelor medicale sunt suportate integral de Adoptator si vor fi achitate in termen de 5 zile de la finalizarea tratamentelor si comunicarea documentelor de plata sub sanctiunea incetarii de drept a prezentului contract.

(6) Tariful poate fi modificat unilateral de prestator ori de cate ori intervin modificari aprobate prin hotararea Consiliului Local Municipal Braila.

(7) Modificarea tarifului va fi notificata adoptatorului. Adoptatorul, in termen de 3 zile de la data primirii notificarii scrise a Prestatorului are obligatia sa comunice daca accepta modificarea. Daca adoptatorul nu va comunica hotararea pe care a luat-o, acest fapt se va considera o acceptare tacita a noului tarif de adoptie. In cazul in care modificarea tarifului intervine in cursul executarii contractului, iar Adoptatorul nu accepta majorarea, va notifica in scris refuzul, Prestatorului, in acest caz contractul urmand a se rezilia de drept, fara nicio notificare la data inregistrarii refuzului noului tarif de adoptie.

Art.3 OBLIGATIILE ADOPTATORULUI :

(1)- sa achite, in avans, dupa semnarea prezentului contract contravaloarea costului de intretinere/tarifului de adoptie pe o perioada de minim o luna de zile si sa respecte data maxima de plata, respectiv pana pe data de 25 ale lunii curente pentru luna urmatoare;

(2)- daca Adoptatorul nu achita tariful de adoptie sau costul tratamentelor medicale la termenele stabilite in Art.2 alin.(3), este obligat la plata unor penalitati de intarziere de 0,03 % pe zi, calculate incepand cu ziua imediat urmatoare termenului de scadenta si pana la data stingerii sumei datorate inclusiv;

(3)- sa transmita datele de contact si dupa caz sa aduca la cunostinta imediat schimbarea acestora, pentru a nu impiedica comunicari urgente ale serviciului de gestionare a cainilor fara stapan privind starea de sanatate a animalului;

(4)- in termen de 24 de ore de la luarea la cunostinta a necesitatii/costurilor aplicarii tratamentului medical isi va exprima acordul sau nu pentru suportarea costului aferent tratamentului medical.

(5)- in cazul unui raspuns afirmativ pentru alin (3) sa achite contravaloarea tratamentelor medicale oferite in termen de 5 zile de la finalizarea acestora si comunicarea sumelor de catre serviciul de gestionare a cainilor fara stapan;

(6)- sa anunte in timp util, prin notificare scrisa semnata de adoptator si inregistrata la sediul serviciului de gestionare a cainilor fara stapan, despre imposibilitatea de achitare a costurilor stabilite pentru cazarea si intretinerea cainilor, pentru a se putea dispune rezilierea contractului;

.....
(3) The long-distance adoption fee is of 385.93 lei/dog/month, approved by the Decision of the Brăila Local Council no. 650/2021, or the euro equivalent at the NBR (National Bank of Romania) exchange rate on payment day, payable in advance by the 25th day of the current month, for the next month.

(4) Upon the termination of the contract, the Adopter shall pay the adoption fee/the care cost in advance, for a period of at least 30 day.

(5) The cost for the medical treatments shall be fully borne by the Adopter and shall be paid within 5 days from the completion of the treatments and from the communication of the payment documents under penalty of termination of the present contract.

(6) The fee may be unilaterally amended by the provider whenever changes approved by the Braila Local Council are made.

(7) The amendment to the fee shall be notified to the Adopter. The adopter, within 3 days from the receipt of the written notification from the Provider, is obliged to inform whether he agrees with the amendment. If the Adopter fails to communicate his decision, it will be considered as an implied consent of the new adoption fee. If the amendment is made during the execution of the contract and the Adopter doesn't accept it, he shall notify the Provider about his refusal in writing, in which case, the contract shall terminate without any notification on the registration date of the refusal of the new adoption fee.

3. ADOPTER'S OBLIGATIONS:

(1) - to pay in advance, after signing the present contract, the value of the care cost/the adoption fee for a minimum of 1 month and to observe the payment deadline, respectively the 25th of current month for the next month;

(2) - if the Adopter fails to pay the adoption fee or the cost for the medical treatments upon the deadlines set under art. 2 paragraph (3), he is obliged to pay delay penalties in a percentage of 0.03% per day, calculated starting with the next following day after the due date and until the day the amount owed is paid off, that day included.

(3) - to communicate contact data and, as the case may be, to notify any change in such data so as not to hinder urgent notifications from the stray dogs management service, regarding the health condition of the animal;

(4) - within 24 hours from being notified of the necessity of/costs for applying medical treatment, to give or deny consent to covering costs related to medical treatment;

(5) - in case consent is given under the conditions of paragraph (3), to pay for the medical treatment provided within 5 days from its completion and from the communication of the amounts by stray dogs management service;

(6) - to notify, in due time, by written notification signed by the adopter and registered at the office of stray dogs management service, about the impossibility to

(7)- reactualizeaza anual declaratia pe propria raspundere privind posibilitatea de a sustine financiar costul stabilit pentru serviciile aferente intretinerii si cazarii cainelui adoptat.

Art. 4 DREPTURILE ADOPTATORULUI .

(1)- are dreptul de a vizita adapostul si de a alege cainele/cainii pe care doreste sa-l /sa-i adopte la distanta;

(2)- are dreptul de a fi informat cu privire la metodologia de adoptie stabilita de Consiliul Local Municipal Braila precum si cu celelalte acte normative;

(3)- are dreptul sa viziteze cainele/cainii adoptat/adoptati, in zilele si in perioada de timp stabilita pentru vizita publicului si de a primi informatii despre starea lui de sanatate;

(4)- are dreptul de a prelua cainele din evidentele adapostului, renuntand la serviciile de cazare si intretinere oferite, doar in conditiile respectarii tuturor conditiilor prevazute de actele normative in vigoare in domeniul adoptiei cainilor(dovada detinere spatiu, venituri,alte documente) precum si informarea asupra responsabilitatilor si sanctiunilor prevazute de lege pentru abandonarea animalelor adoptate;

(5)- are dreptul de a fi informat periodic de starea de sanatate a cainelui fiind instiintat , in termen de 2 zile lucratoare daca intervine ceva din punct de vedere medical.

Art.5 OBLIGATIILE PRESTATORULUI:

(1)- preluarea/ inregistrarea solicitarilor de adoptie, insotite in mod obligatoriu de declaratia pe propria raspundere ca detin mijloacele materiale de intretinere a cainilor, in vederea adoptiei; in cazul persoanelor care nu au domiciliul in municipiul Braila, documentele semnate si scanate vor fi trimise pe mail, impreuna cu documentatia aferenta, urmand a se prezenta in maxim 30 de zile pentru conformarea cu originalul a actelor transmise/incheiate;

(2)- intocmirea Contractului - angajament de adoptie, conform modelului prevazut de prezenta Metodologie, si inregistrarea acestuia in REGISTRUL ADOPTIILOR LA DISTANTA, dupa semnarea de catre parti, pentru urmarirea indeplinirii obligatiilor contractuale de catre adoptator, respectiv achitarea costurilor stabilite pentru intretinerea, cazarea si serviciile sanitar- veterinare la nivelul adaposturilor aflate in gestionarea SUPAGL Braila;

(3)- sa asigure servicii de cazare si intretinere pentru cainii adoptati, in adaposturile gestionate conform normelor sanitar veterinare;

(4)- sa asigure servicii sanitar-veterinare pentru cainii adoptati, conform normelor legale aferente;

(5)- sa transmita, in termen de 2 zile lucratoare adoptatorului informatii cu privire la orice situatie intervenita in starea de sanatate a animalului adoptat si dupa caz, ori de cate ori este nevoie, informatii despre necesitatea asigurarii unor tratamente ce presupun costuri suplimentare, evolutia animalului, alte informatii ;

(6)- sa comunice adoptatorului costurile aferente

cover costs related to sheltering and caring for the dogs, in order to cancel the contract;

(7) - to renew, each year, the declaration on one's own responsibility regarding the possibility to financially cover the cost set for the services related to sheltering and caring for the adopted dog.

Art. 4 ADOPTER'S RIGHTS:

(1) - he/she has the right to visit the shelter and choose the dog(s) that he/she intends to long-distance adopt;

(2) - he/she has the right to be informed regarding the adoption methodology established by the Local Council of the City of Brăila, as well as other normative documents;

(3) - he/she has the right to visit the adopted dog(s) on the days and time intervals established for public visitation and to receive information about its/their health condition;

(4) - he/she has the right to take the dog out of the shelter records, relinquishing the sheltering and caring services offered, provided that all conditions laid down in effective normative documents concerning dog adoption are fully observed (proof of location ownership, of income, and other documents), as well as to be informed about the responsibilities and the sanctions provided for by the law for abandoning adopted animals;

(5) - he/she has the right to be periodically informed about the animal's health condition, and to be notified, within 2 working days, if any medical issue occurs.

Art.5 CONTRACTOR'S OBLIGATIONS:

(1) - to receive/register adoption requests, compulsorily accompanied by the declaration on one's own responsibility declaring that they possess the material means to support dogs, with the purpose of adopting dogs; for people who do not live in the city of Brăila, the signed and scanned documents shall be sent via e-mail, accompanied by the related documentation, and they shall come in person within 30 days to confirm that the original matches the documents sent/completed;

(2) - to draw up the Adoption Commitment - Contract, according to the template provided for in the current Methodology, and to register it in the LONG-DISTANCE ADOPTION REGISTER, after being signed by the parties, so as to follow up on the fulfilment of contract obligations by the adopter, respectively, covering the costs established for the caring, the sheltering, and the sanitary- veterinary services in shelters managed by the Brăila S.U.P.A.G.L. / S.P.U.A.L.M. (Service for Public Utility, Administration and Local Management).

(3) - to provide shelter and care services for the adopted dogs in shelters managed according to sanitary and veterinary regulation;

(4) - to provide sanitary and veterinary services for the adopted dogs, according to the related legal regulation;

(5) - to inform the adopter, within 2 working days,

tratatului medical imediat ce acesta a fost finalizat iar starea de sanatate este buna;

(7)- sa informeze adoptatorul despre solicitarea de a fi adoptat la domiciliu sau a decesului animalului adoptat;

(8)- sa inregistreze in evidente rezilierea contractului angajament privind adoptia la distanta in cazul in care adoptatorul nu respecta , pentru o perioada de 14 zile lucratoare consecutive, obligatiile asumate prin declaratia de adoptie la distanta, sau daca acesta nu comunica decizia de a trata cainele si, implicit, de a suporta costurile aferente tratamentelor medicale.

Art. 6 DREPTURILE PRESTATORULUI

(1)- sa fundamenteze tariful adoptiei la distanta si sa-l supuna aprobarii Consiliului Local Municipal Braila;

(2)- sa incaseze tarifele/costurile aferente care decurg din prezentul contract si sa asigure buna gestionare a acestora;

(3)- sa rezilieze contractul angajament de adoptie la distanta daca nu sunt respectate prevederile acestuia.

Art.7 INCETAREA CONTRACTULUI

(1)Contractul poate inceta :

- prin acordul partilor;
- ca urmare a inregistrarii decesului animalului adoptat, cazat in adapost;

- daca adoptatorul preia animalul din adapost;
- la incetarea activitatii adapostului;

(2) Contractul se va rezilia de drept, fara indeplinirea vreunei alte formalitati in cazul :

- neefectuarii platii tarifului de adoptie si a costului tratamentului medical la termenele prevazute la art.2 din prezentul contract,

- in situatia in care adoptatorul nu isi da acceptul aplicarii tratamentului sau , dupa caz, nu achita cheltuielile ocazionate de aplicarea tratamentului,

- refuzul de acceptare a tarifului in conditiile art.2 alin.(6) si (7),

- nerespectarea, pentru o perioada de 14 zile lucratoare consecutive a obligatiilor asumate prin declaratia de adoptie la distanta sau daca Adoptatorul nu comunica decizia de a trata cainele, si, implicit, de a suporta costurile aferente tratamentelor medicale in termen de 24 de ore, prevazut la art.3 alin.3.

Art.8 DISPOZITII FINALE

Modificarea /completarea prezentului contract se va face prin act aditional.

Prezentul contract s-a incheiat in doua exemplare , cate unul pentru fiecare parte, in conformitate cu legislatia Romaniei si legislatia in vigoare pentru protectia animalelor si intra in vigoare incepand cu data.....

* Definitie pentru adoptie la distanta : procedura prin care persoanele fizice sau juridice isi asuma responsabilitatea intretinerii cainilor fara stapan in adaposturile publice pe cheltuiala proprie

about any change in the health condition of the adopted animal, and, as the case may be, whenever necessary, on the necessity to perform some treatments which entail additional costs, on the animal's evolution, and other such data;

(6) - to notify the adopter of the costs concerning the medical treatment immediately after it has been provided and the animal's health condition is good;

(7) - to inform the adopter on the request to have the animal adopted at living place or on the death of the adopted animal;

(8) - to register in evidence books the termination of the commitment - contract regarding long distance adoption if the adopter does not observe, for a period of 14 consecutive working days, the obligations entailed by the adoption declaration, or if he/she does not communicate the decision to have the dog treated and, implicitly, to cover costs related to medical treatments.

Art. 6 CONTRACTOR'S RIGHTS:

(1) - to establish the fee for long-distance adoption and submit it to the Brăila City Council for approval;

(2) - to cash in the fees/costs arising from the present contract and to provide good management of them;

(3) - to terminate the long-distance adoption commitment - contract if its provisions are not observed.

Art.7 CONTRACT TERMINATION

(1) The contract may be terminated:

- by the agreement of parties;

- as a consequence of registering the death of the adopted animal, lodged in the shelter;

- if the adopter takes the animal out of the shelter;

- on the end of the shelter's activity;

(2) The contract will be terminated by right, without fulfilling any formality, in case:

- payment of the adoption fee or the cost for the medical treatment is not made upon the deadlines set under article 2 of the present contract,

- the adopter does not consent to providing medical treatment or, as the case may be, if he/she does not cover the costs arising from providing treatment.

- for refusal to accept the fee under the conditions of article 2, paragraphs (6) and (7),

- for failure to observe, for a period of 14 consecutive working days, of the obligations entailed by the long distance adoption declaration, or if the Adopter fails to communicate the decision to have the dog treated and, implicitly, to cover costs related to medical treatments within 24 hours, as provided under article 3, paragraph 3.

Art.8 FINAL PROVISIONS

Amendments/additions to the present contract shall be made by an addendum.

The present contract was drawn up in two (2) copies, one for each party, according to Romanian legislation and to the current legislation regarding animal protection, and it will become effective starting with

(extras din normele metodologice de aplicare a OUG155/2001 cu modificari)

Legea care guverneaza prezentul Contract este limba Romana.

Adoptator,

.....
(numele, prenumele semnatura)

SUPAGL Braila,

Director,
Munteanu Dumitru

Director Economic,
Hutu Teodor

S.G.C.F.S.
Iftode Liliana

Cons. juridic
Rusinoiu Mihaela

Adapost,

.....

..... (date).

* Definition for long-distance adoption: the procedure by which natural or legal persons take full responsibility for taking care of stray dogs in public shelters, at their own expense (excerpt from the methodological norms of applying OUG / GEO 155/2001 with modifications)

The language governing this contract is Romanian

Adopter,

.....
(first name, last name and signature)

S.U.P.A.G.L. / S.P.U.A.L.M. (Service for Public Utility, Administration and Local Management)

Manager,
Munteanu Dumitru

Economic Manager,
Hutu Teodor

SGCFS
Iftode Liliana

Legal advisor,
Rusinoiu Mihaela

Shelter,

.....