

AGREEMENT BETWEEN LEAD ORGANIZATION AND ASSISTING ORGANIZATION
OR INDIVIDUAL PROVIDING FOR CARE OF ANIMALS SEIZED AS EVIDENCE
IN A CRUELTY CASE

Note: Fill out in duplicate. One copy is to be given to the person/organization taking custody of the animals; the original should be retained by the agency organizing the rescue.

_____, (the Lead Organization) and
_____, (the Assisting Organization/Individual), in
consideration of the promises made herein agree as follows:

1. The animals identified in Paragraph 2 have been seized pursuant to a court-ordered inspection of the premises of _____ located at _____ and will be held as evidence in a criminal case pending in the (city/county) of _____.

2. The Assisting Organization/Individual shall house the following _____ animals, identified by the following numbers::

List species, sex, and ID #:

m f	m f	m f	m f	m f
m f	m f	m f	m f	m f

3. The Assisting Organization shall ensure that the above-identified animals are so housed that no breeding takes place and risk of injury to the animals is minimized. Males and females must be housed separately, and any animals that are incompatible with others must be housed singly.

4. The Assisting Organization/Individual shall assume all liability for property damage or personal injury caused by any animal identified in this agreement. The Assisting Organization/Individual shall indemnify, defend, and hold the Lead Organization, its officers, and employees harmless from and against any and all claims and liabilities arising out of any claims or suits, or threats of suits, which may be brought or made against the Lead Organization arising from damage or injury caused by any animal identified in this agreement.

5. The Assisting Organization/Individual further agrees to abide by any court order providing for the ultimate disposition of the animals. The Assisting Organization/Individual acknowledges that such a court order will likely either:
a) allow the Assisting Organization/Individual to adopt out, or, as appropriate, euthanize the animals; or
b) require the Assisting Organization/Individual to return the animals to the defendant.

6. In the event that the Assisting Organization/Individual is permitted to adopt out the animals, it shall sterilize the animals prior to adoption. If sterilization of the animals is not financially feasible for the Assisting Organization/Individual, it shall notify the Lead Organization of its need for financial assistance.

7. In the event the Assisting Organization/Individual notifies the Lead Organization of it need for financial assistance, the Lead Organization agrees to help locate sources of funding to defray reasonable costs of spaying and neutering animals seized in connection with this case.

For the Lead Organization

For the Assisting Organization/Individual

Signed / Date

Signed / Date

Title

Title

Address

Address