

**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 premises 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 in evidence in a  
criminal case pending to the satisfaction of \_\_\_\_\_.

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

List species, sex, and ID #:

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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 animal 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 order  
it allow the Assisting Organization/Individual to adopt any or as appropriate, euthanize the animals or  
to 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 notify the  
animals prior to adoption. If notification of the animals is not reasonably 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 a 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

\_\_\_\_\_  
Name \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_