Conditional Adoption Contract

This contract is made and entered into on _____ by **Montgomery County Animal Shelter**, hereinafter referred to as "***MCAS***", a Department of Montgomery County and _____, hereinafter referred to as "***Adopter***". By signing below _____ acknowledges receipt from ***MCAS***, a _____ described as **ID#** _____, **M/F/S/N**, _____, _____. In addition, I acknowledge that I am 18 years or older, and I understand that the I am bound by the following terms and conditions:

____ Initial ***Adopter*** agrees that the animal is to be kept and used solely as a pet and ***Adopter*** agrees to provide proper and sufficient food, water, shelter and compassionate treatment for the animal at all times.

____ Initial ***Adopter*** will not sell or allow the animal to be used for purposes of vivisection, experimentation, dog fighting or any criminal activity that abuses, neglects or injures this animal.

____ Initial ***Adopter*** will not permit the animal to run at large or to become a public nuisance. ***Adopter*** will keep means of identification on the animal at all times, and will immediately retrieve the animal from any public or private shelter when notified that the animal is being held at any such location. In the event the animal becomes lost, ***Adopter*** will make every reasonable effort and attempt to locate and claim the animal.

____ Initial If ***Adopter*** return the animal to ***MCAS*** for any reason, ***Adopter*** will at no time assert any claim, charge or demand of any kind or nature against Montgomery County for any charges which may have been incurred, including veterinarian fees, in connection with the animal.

____ Initial ***Adopter*** understands that the information provided to me about the dog may have been received by ***MCAS*** from third parties and that Montgomery County does not warrant the accuracy or correctness of such information.

____ Initial ***Adopter*** understand that ***MCAS*** receives animals from various locations throughout the county. Furthermore, ***Adopter*** understands that these animals come in varying degrees of health, and ***MCAS*** cannot and does not guarantee the health of this animal.

____ Initial ***Adopter*** understands that animals can be unpredictable and ***MCAS*** cannot anticipate or insure against unexpected conduct of animals adopted from the ***MCAS***. ***Adopter*** acknowledges that ***MCAS*** has not made through its agents, volunteers, or employees, any warranties regarding the future condition, temperament, or conduct of the animal. ***Adopter*** hereby accepts the animal as is, assume all risks and responsibilities associated with ownership of the animal, including bites, and ***Adopter*** hereby fully and completely releases, indemnifies and hold harmless ***MCAS***, Montgomery County, its directors, officers, volunteers, agents, servants, and employees from any claim, cause of action or liability of any sort or nature, whether known or unknown, directly arising out of or in connection with the adoption, care, or ownership, maintenance, retention, temperament, conduct or condition of the animal.

____ Initial **This animal is not altered at the time of release pursuant to the provisions of the Texas Health and Safety Code § 828.002, *Adopter* agrees and commits to having the animal sterilized within 30 days from the date of this contract. *Adopter* further agrees to provide proof to MCAS of sterilization within 7 days of such procedure. Failure to do so will result in *Adopter* being issued a citation for a violation of the Texas Health and Safety Code § 828.002.**

____ Initial **MY SURGERY DATE IS SCHEDULED FOR _____.**

BY SIGNING THIS AGREEMENT, I AGREE TO ABIDE BY THE TERMS SET FOR ABOVE.

_____ _____

Signature **DATE** **Clerk / Witness** **DATE**

Name: _____ Phone: _____

Address: _____ Identification: _____

Address: _____