

**NOTE: THE FOLLOWING FORM IS *A SAMPLE ONLY*. USE IT AT YOUR OWN RISK. YOU ARE ADVISED TO HAVE YOUR ATTORNEY REVIEW IT TO INSURE IT CONFORMS WITH THE LAW IN YOUR JURISDICTION AND THAT IT IS SUFFICIENT TO PROTECT YOUR INTERESTS.**

### SPAY/NEUTER AGREEMENT

The following agreement is made by and between, \_\_\_\_\_

hereafter referred to as "AGENCY," and \_\_\_\_\_,  
hereafter referred to as "NEW OWNER."

In consideration of a \_\_\_\_\_ (\$\_\_\_\_\_) Dollar non-refundable donation known as the "adoption fee" to cover various expenses related to this rescue, AGENCY temporarily transfers all its rights in fee simple determinable, privileges and responsibilities associated with the ownership of the following described animal:

SPECIES:	_____
COLOR:	_____
SEX:	_____
MARKINGS:	_____

to NEW OWNER until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_), and then permanently contingent upon NEW OWNER having the animal spayed or neutered by \_\_\_\_\_ (\_\_\_\_) months of age (estimated to be on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_).

NEW OWNER agrees to provide AGENCY with a statement from a licensed veterinarian by certified mail or facsimile (FAX) as proof that the animal has been spayed or neutered. Should NEW OWNER fail to neuter/spay this animal, and provide proof of same to AGENCY within thirty (30) days of the date that it attains four (4) months of age, as specified above, said temporary rights in fee simple determinable, privileges and responsibilities associated with the ownership of the following described animal will automatically terminate and revert back to AGENCY and AGENCY may immediately repossess the animal. On timely receipt of said proof, the transfer of all rights in fee simple determinable, privileges and responsibilities associated with the ownership of the following described animal will vest solely in NEW OWNER.

NEW OWNER agrees to pay any and all reasonable attorney's fees associated with the recovery of the animal by AGENCY.

We, the undersigned, have read, understood and agree to the terms of this contract.

Date: \_\_\_\_\_

\_\_\_\_\_  
NEW OWNER

\_\_\_\_\_  
NEW OWNER

\_\_\_\_\_  
AGENCY

AGENCY Mailing Address: \_\_\_\_\_

AGENCY FAX: \_\_\_\_\_