



**CITY OF FRIENDSWOOD ANIMAL CONTROL ADOPTION & STERILIZATION CONTRACT**  
**3000 W. PARKWOOD AVE., FRIENDSWOOD, TX 77546**  
**281-996-3390**

| ADOPTER'S INFORMATION         |                     |              |
|-------------------------------|---------------------|--------------|
| Name (First MI Last): _____   | D.O.B: _____        |              |
| Address: _____                |                     |              |
| City: _____                   | State: _____        | Zip: _____   |
| Email Address: _____          | Phone: _____        |              |
| Driver's License/ID No: _____ |                     |              |
| ANIMAL IDENTIFICATION         |                     |              |
| Name: _____                   | ID: _____           |              |
| Species/Breed: _____          |                     |              |
| Gender: _____                 | Approx. Age: _____  | Color: _____ |
| Markings: _____               | Microchip No: _____ |              |

This Adoption and Sterilization Contract (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Friendswood (the "Shelter") and the Adopter.

**1. Representations and Understandings**

- The Adopter declares that the Adopter has not been convicted of a charge related to cruelty, neglect or abandonment of an animal and that no such charge is currently pending against the Adopter.
- The Adopter understands and agrees that the Shelter does not know the medical, vaccination or genetic history of the animal and the Adopter, upon adoption, is assuming all financial responsibility for the animal.

**2. Adoption Fee**

- The Adopter agrees to pay a non-refundable adoption fee of \$\_\_\_\_\_, which contributes to the cost of care, vaccinations, microchipping, and sterilization of the animal.

**3. Sterilization Requirement**

- State Law Compliance:** The Adopter understands and agrees that the animal must be sterilized. If the animal is not already sterilized at the time of adoption, the Adopter agrees to have the animal spayed or neutered by a licensed veterinarian within **30 days** of the animal's date of adoption if the animal is six months of age or older. If the animal is under six months of age at the time of adoption, the Adopter agrees to have the animal spayed or neutered within **30 days** after the animal reaches six months of age in the case of a female or eight months of age in case of a male.
- Proof of Sterilization:** The Adopter agrees to provide the Shelter with a certificate of sterilization signed by a licensed veterinarian within **7 days** after the sterilization procedure is completed. The certificate must state the animal has been sterilized and include a brief description of the animal and the date of sterilization.<sup>1</sup>

<sup>1</sup> Texas Health and Safety Code Section 828.005 contains what must be included on the certificate.

○ **Non-Compliance Penalty:**

**STERILIZATION OF THE ANIMAL IS REQUIRED UNDER CHAPTER 828, TEXAS HEALTH AND SAFETY CODE, FAILURE TO COMPLY WITH SUCH CHAPTER IS A CRIMINAL OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR.**

**4. Disclosures/No Warranties**

- The Shelter has limited knowledge regarding the animal's behavioral and medical backgrounds. The Shelter has provided the Adopter with the available information it has regarding the health, behavior, temperament, age, and breed of the animal. However, **the Shelter does not guarantee and makes no warranties as to the health, behavior, temperament, age, and breed of the animal.**
- The Adopter understands that environmental changes may affect and change the temperament of the animal.
- It is the Adopter's responsibility for the animal's health and behavior once adopted.

**5. Care and Maintenance**

- The Adopter agrees to provide the animal with appropriate food, water, shelter, and veterinary care, including vaccinations and preventive treatments, as needed. Adopter agrees to have the pet examined by a licensed veterinarian at the adopter's cost within 7 days of adoption.

**6. Return Policy**

- If for any reason the Adopter cannot keep the animal, the Adopter agrees to return the animal to the Shelter within 30 days from date of adoption. The Shelter must be notified in advance of the return, and no refund of the adoption fee will be provided. If the Adopter is no longer able to care for the animal after the 30 days has passed, the Adopter understands it is the Adopter's responsibility to find an acceptable new home for the animal.

**7. Microchip Registration**

- The Adopter acknowledges that the animal has been microchipped and agrees to keep the microchip information up to date with current contact information.

**8. Compliance with Law**

- The Adopter understand and agrees to comply with all applicable laws pertaining to the animal, including, but not limited to, licensing, vaccination, immunization, tethering, sheltering, and noise requirements/restrictions.

**9. Indemnity/Release**

The Shelter has no liability or responsibility of any nature regarding defects with the animal, or injuries or damage to any person or property which may be caused by the animal. **THE ADOPTER AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE SHELTER, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND AFFILIATES FROM ANY AND ALL CLAIMS, LIABILITIES, OR DAMAGES THAT MAY ARISE OUT OF OR IN CONNECTION WITH THE ANIMAL, ITS ADOPTION, AND/OR THE ADOPTER'S OR OWNERSHIP OF THE ANIMAL.**

**By signing this contract, the Adopter agrees to comply with all terms and conditions as stated above.**

**Adopter's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Shelter Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_