**REQUEST FOR SPAY/NEUTER**

This Request For Spay/Neuter Agreement (the “Agreement”), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_, \_\_\_\_\_\_\_, is entered into between [NAME OF SHELTER] (“Shelter”), on the one hand, and the individual whose information is listed on the signature page of this Agreement (the “CCP Facilitator”), on the other hand.

1. ***CCP Facilitator’s Status.*** A “Community Cat” is a cat who has no identifiable signs of ownership and who primarily lives outdoors, whether alone, as part of an identifiable colony of similar cats, or otherwise. A “Community Cats Program” refers to the process of humanely trapping Community Cats; checking for microchips or other indicia of ownership of the Community Cat (and contacting any identified owners); providing a veterinary evaluation of the Community Cat, and vaccinations and other medical care as necessary and appropriate; sterilizing and ear-tipping the Community Cat; and returning the Community Cat to its original habitat location or as close as feasible to such location. The CCP Facilitator has come into possession of a cat (the “Animal”) which may satisfy the requirements for participation in the Shelter’s Community Cats Program.

2. ***CCP Facilitator’s Relationship with Animal.*** CCP Facilitator agrees that s/he has never had, and does not now have, any legal or equitable ownership or other interest in, or rights with respect to, the Animal. CCP Facilitator understands and agrees that Shelter will have sole and complete discretion as to the disposition and care of the Animal as well as the means, method and manner of providing any veterinary or other care for the Animal. CCP Facilitator understands and agrees that Shelter will, in its sole discretion, determine what is done with the Animal, and that CCP Facilitator will have no part in that process. CCP Facilitator understands further that Shelter is not required to provide the CCP Facilitator with any information about the Animal, including, without limitation, information relating to the Animal’s medical condition, disposition or whereabouts.

3. ***Risks of Veterinary Medical Procedures.*** By relinquishing the Animal for purposes of processing through a Community Cats Program, CCP Facilitator understands that the Animal may receive veterinary care, as determined by Shelter in its sole discretion, and that this veterinary care may include a surgical sterilization procedure. CCP Facilitator understands further that any and all such procedures necessarily involve risk of complications, injury or death. Shelter has not made any representations or guarantees as to the results of any veterinary care which may be provided to Animal.

4. ***Release of Liability [and Indemnification].*** In exchange for the willingness of Shelter to receive and sterilize the Animal, CCP Facilitator hereby completely releases and forever discharges Shelter and its representatives from any and all claims, actions or causes of action of any kind whatsoever, whether known or unknown, fixed or contingent, suspected or claimed, which CCP Facilitator now has or later may have against Shelter and/or its representatives, and which in any way result from, arise out of or are in connection with the CCP Facilitator’s delivery of the Animal to Shelter. **[{Shelter Decision}**: CCP Facilitator further agrees to indemnify and hold Shelter and its representatives harmless from and against any and all claims, liabilities, demands, causes of action, losses, damages, expenses and fees (including attorneys’ fees) arising from any breach of the representations, warranties or agreements made by CCP Facilitator in this Agreement or otherwise arising from or related to the CCP Facilitator’s relinquishment of possession of the Animal to Shelter or the subsequent care and disposition of the Animal by Shelter. This indemnification provision specifically includes, without limitation, any claims based on the contention that the CCP Facilitator did not have the authority to relinquish possession of the Animal to Shelter.

5. ***General Provisions.*** This Agreement shall be interpreted in accordance with the laws of the State of California, without regard to principles of choice or conflicts of law, and CCP Facilitator and Shelter agree that all disputes between them relating to this Agreement shall be resolved or adjudicated in [SHELTER COUNTY] County. If any provision of this Agreement is deemed void, invalid or unenforceable, such provision shall be considered severed from this Agreement and shall not affect the validity or enforceability of any other provision. This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter herein and supersedes all prior understandings, discussions, representations, warranties and agreements between the parties, whether written or oral.

By signing this Agreement, each party hereby agrees to, acknowledges and gives its consent without reservation to the above terms and conditions, as of the date and time when Shelter receives possession of the Animal.

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| **[SHELTER NAME]**By: Print Name: Its:  | **CCP FACILITATOR**By: Print Name:  |