

# **ESTRAY AND ANIMAL SEIZURE CONTRACT**

THIS CONTRACT IS ENTERED INTO BETWEEN \_\_\_\_\_,

AND CLAY COUNTY, TEXAS

In consideration of mutual covenants, agreements, stipulation and payments, the parties hereby contract and agree as follows:

1. The contract shall remain in effect indefinitely or until terminated by either party in writing.
2. The contract may only be altered with signed approval of both parties.
3. Contract may be terminated after notice of (30) days by either party in writing.
4. The contracted Impound Agent \_\_\_\_\_ agrees to furnish the necessary equipment and personnel for the removal, penning and care for all animals deemed estray and ordered impounded and to charge a fee for his services as stipulated herein;
  - a. Catching / Penning and removal to impound area - If the Estray is running loose and requires the impound agent to chase, rope, or otherwise catch the Estray, a fee of \$100.00 for one Large Estray and \$50.00 for each additional Large Estray, \$75.00 for one Small Estray and \$35.00 for each additional Small Estray, \$175.00 for one Exotic Estray and \$90.00 for each additional Exotic Estray.
  - b. Hauling - \$100.00 for one Large Estray and \$15.00 for each additional Large Estray, \$75.00 for one Small Estray and \$10.00 for each additional Small Estray, \$175 for one Exotic Estray and \$30.00 for each additional Exotic Estray
  - c. Feeding / Boarding - \$ 20.00 a day (per day per head) for Large Estrays, \$10.00 a day (per day per head) for Small Estrays, \$40 a day (per day per head) for Exotic Estrays. Animals shall be kept watered and shall be fed sufficient quantities of feed and hay to maintain their weight & health.
  - d. Stated fees remain the same for one calendar year from January 1 through December 31. Sheriff and Constable fees are reviewed, set, and submitted yearly to the Texas Comptroller's Office. If the above stated Estray fees are to be changed the Impound Agent will be notified 60 days prior to the implementation of new fees taking effect and any amendments to this contract that may be agreed upon will be executed and submitted to the Clay County Commissioner's Court for approval prior to the start of the new calendar year.
5. The contracted Impound Agent, \_\_\_\_\_ shall be reimbursed for all reasonable expenses incurred under this contract for hauling feeding, care, veterinarian expenses and sale expenses incurred while the Estray is under the care and control of the contractor when contractor is able to vend said Estray or collect from fees the owner when or if located.
6. In the event the Clay County Sheriff's Office or Clay County Constable's Office executes a Search and Seizure Warrant to seize animals deemed to be subjected to Texas Penal Code 42.09 and/or 42.092 or any other Civil Writ issued by a court that orders the seizure or sequestration of animals, the contracted Impound Agent, \_\_\_\_\_ shall be reimbursed, using the above fees in paragraph 4 unless stipulated otherwise in a court order issued by the court of venue, for all reasonable

expenses incurred under this contract for hauling feeding, care, veterinarian expenses and sale expenses incurred while the Seized Animals are under the care and control of the contractor.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date