



MARICOPA COUNTY SHERIFF'S OFFICE
550 W. Jackson Street, Phoenix, Arizona 85003
Joseph M. Arpaio
Sheriff



Transfer of Ownership Contract/ Agreement

MASH Identification Number _____

Date: _____

Breed: _____

Animal's Identification: _____

Color: _____

Donation Amount: _____

Gender: M/F Altered: Y/N

Name: _____

Identifying Marks: _____

Animal Type: _____

Brand(s): _____

The Maricopa County Sheriff's Office MASH II Unit hereby transfers the ownership and full responsibility of the above identified animal to the adopting party that is indicated by name and signature on this document with the following conditions/ requirements:

1. The Maricopa County Sheriff's Office Mash II Unit makes no guarantee, expressed or implied as to the health, fitness, or temperament of the animal. A copy of the animal's medical records will be provided to the receiving/ adopting party. All adoptions are final. No return of the animal may be made once the transfer of animal and contracts have taken place.
2. Adopters are financially responsible for providing adequate appropriate foods, ample palatable water, and safe shelter in a protective environment. An inspection of the above mentioned items may be made at any time before the adoption is finalized by MCSO staff or their designee. Adopter also agrees to remain compliance with Arizona Revised Statute 13-2910, which regulates cruelty to animals, and is outlined in the section "Cruelty to Animals Advisement" in this agreement.
3. Adopters are financially responsible for the maintenance of the animal's health and wellbeing by practicing sound health care methodology including parasite and disease control, regular vaccinations, dental care, hoof care, and other animal related needs. Furthermore, the adopter agrees to have an appropriate veterinarian examination of the animal within (30) days of the transfer. MCSO staff may request to see the records of the veterinarian examination at any time.
4. Adopters are responsible, as provided by State Law, for any personal injury, property damage, or death caused by animals in their care; for pursuing animals that escape or stray, and for the cost of recapture.
5. Adopters must make animals available for physical inspection within (48) hours' notice of request by the Sheriffs' Office. Any and all questions related to the care of the animal will be answered truthfully by the adopting party.
6. Adopters acknowledge that the animal was previously live evidence in a Maricopa County Sheriff's Office Animal Abuse/ neglect investigation. Note: Not all animals are in "ride-able condition".



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7. Adopters agree to give the Maricopa County Sheriff's Office Mash II Unit (72) hours' notice of any transfer of the animal and or address change.
8. Adopters acknowledge that if any law enforcement agency, to include the MCSO Animal Cruelty Investigators receives valid information of any violation of animal cruelty involving this adopted animal, the adopting party may be prosecuted to the fullest extent of the law.
9. Adopters acknowledge that the donation for this animal is considered a "Non-Refundable" Donation and therefore, no refunds will be made.
10. Mash II reserves the right to deny an adoption if the adopter has been incarcerated within the last (90) days. If the adopter has been charged or convicted of animal cruelty, the adoption will be denied. If the adopter is on probation, authorization from the Adult Probation Officer is required.
11. MCSO staff will deliver all adopted animals to the adopter's residence at no charge to the adopter if the adopter resides within Maricopa County.
12. Any violation of this Contract/ Agreement will be considered a breach of contract and will result in the forfeiture of this animal, and all rights will be returned to the Maricopa County Sheriff's Office.

Adopters Full Name: _____

Full Address: _____

Drivers' License Number: _____ State: _____

Date of Birth: _____ Phone Number: _____

E-mail Address: _____

Describe your existing facility and transportation:

A) Corral

Dimension: Length _____ Width _____ Height _____

Gate Height _____ Gate Width _____

Materials Used in Corral _____ Materials in Gate _____

B) Shelter

Max Height _____ Minimum Height _____

Gate Height _____ Gate Width _____

Materials Used in Shelter _____ Attached to Corral: Y/N

If not attached how is it accessible? _____



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C) Feed

Type of hay or Pasture _____

Amount per day _____

Supplemental Feed _____

D) Access to Water

Water Tank Size _____ Source of Water _____

E) Trailer

Interior Length _____ Interior Width _____ Height _____

Covered with _____ Type of doors _____

1. Adopter has received a copy of the "Cruelty to Animals Advisement" (initial here) _____

2. Adopter has not has been incarcerated within the last (90) days. (Initial here) _____

3. Is the adopter is on probation? (circle one) YES NO

If yes, who is your assigned Adult Probation Officer?

Name: _____ Phone Number: _____

I certify the information provided in this document is complete, accurate, and correct. Any false information in this section will result in a breach of contract.

Adopter's Signature: _____ Date: _____

Mash II Staff Witness: _____ Date: _____

Notary Signature: _____ Date: _____

Date of Expiration: _____



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Cruelty to Animals Advisement

ARS 13-2910. Cruelty to animals; interference with working or service animal; classification; definitions

A. A person commits cruelty to animals if the person does any of the following:

1. Intentionally, knowingly or recklessly subjects any animal under the person's custody or control to cruel neglect or abandonment.
2. Intentionally, knowingly or recklessly fails to provide medical attention necessary to prevent protracted suffering to any animal under the person's custody or control.
3. Intentionally, knowingly or recklessly inflicts unnecessary physical injury to any animal.
4. Recklessly subjects any animal to cruel mistreatment.
5. Intentionally, knowingly or recklessly kills any animal under the custody or control of another person without either legal privilege or consent of the owner.
6. Recklessly interferes with, kills or harms a working or service animal without either legal privilege or consent of the owner.
7. Intentionally, knowingly or recklessly leaves an animal unattended and confined in a motor vehicle and physical injury to or death of the animal is likely to result.
8. Intentionally or knowingly subjects any animal under the person's custody or control to cruel neglect or abandonment that results in serious physical injury to the animal.
9. Intentionally or knowingly subjects any animal to cruel mistreatment.
10. Intentionally or knowingly interferes with, kills or harms a working or service animal without either legal privilege or consent of the owner.
11. Intentionally or knowingly allows any dog that is under the person's custody or control to interfere with, kill or cause physical injury to a service animal.
12. Recklessly allows any dog that is under the person's custody or control to interfere with, kill or cause physical injury to a service animal.
13. Intentionally or knowingly obtains or exerts unauthorized control over a service animal with the intent to deprive the service animal handler of the service animal.

B. It is a defense to subsection A of this section if:

1. Any person exposes poison to be taken by a dog that has killed or wounded livestock or poison to be taken by predatory animals on premises owned, leased or controlled by the person for the purpose of protecting the person or the person's livestock or poultry, the treated property is kept posted by the person who authorized or performed the treatment until the poison has been removed and the poison is removed by the person exposing the poison after the threat to the person or the person's livestock or poultry has ceased to exist. The posting required shall provide adequate warning to persons who enter the property by the point or points of normal entry. The warning notice that is posted shall be readable at a distance of fifty feet, shall contain a poison statement and symbol and shall state the word "danger" or "warning".
2. Any person uses poisons in and immediately around buildings owned, leased or controlled by the person for the purpose of controlling wild and domestic rodents as otherwise allowed by the laws of the state, excluding any fur-bearing animals as defined in section 17-101.

C. This section does not prohibit or restrict:

1. The taking of wildlife or other activities permitted by or pursuant to title 17.
2. Activities permitted by or pursuant to title 3.
3. Activities regulated by the Arizona game and fish department or the Arizona department of agriculture.

D. A peace officer, animal control enforcement agent or animal control enforcement deputy may use reasonable force to open a vehicle to rescue an animal if the animal is left in the vehicle as prescribed in subsection A, paragraph 7 of this section.

E. A person who is convicted of a violation of subsection A, paragraph 6 or 10 of this section is liable as follows:



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1. If the working or service animal was killed or disabled, to the owner or agency that owns the working or service animal and that employs the handler or to the owner or handler for the replacement and training costs of the working or service animal and for any veterinary bills.

2. To the owner or agency that owns a working or service animal for the salary of the handler for the period of time that the handler's services are lost to the owner or agency.

3. To the owner for the owner's contractual losses with the agency.

F. An incorporated city or town or a county may adopt an ordinance with misdemeanor provisions at least as stringent as the misdemeanor provisions of this section, except that any ordinance adopted shall not prohibit or restrict any activity involving a dog, whether the dog is restrained or not, if the activity is directly related to the business of shepherding or herding livestock and the activity is necessary for the safety of a human, the dog or livestock or is permitted by or pursuant to title 3.

G. A person who violates subsection A, paragraph 1, 2, 3, 4, 5, 6, 7 or 12 of this section is guilty of a class 1 misdemeanor. A person who violates subsection A, paragraph 8, 9, 10, 11 or 13 of this section is guilty of a class 6 felony.

H. For the purposes of this section:

1. "Animal" means a mammal, bird, reptile or amphibian.

2. "Cruel mistreatment" means to torture or otherwise inflict unnecessary serious physical injury on an animal or to kill an animal in a manner that causes protracted suffering to the animal.

3. "Cruel neglect" means to fail to provide an animal with necessary food, water or shelter.

4. "Handler" means a law enforcement officer or any other person who has successfully completed a course of training prescribed by the person's agency or the service animal owner and who used a specially trained animal under the direction of the person's agency or the service animal owner.

5. "Service animal" means an animal that has completed a formal training program, that assists its owner in one or more daily living tasks that are associated with a productive lifestyle and that is trained to not pose a danger to the health and safety of the general public.

6. "Working animal" means a horse or dog that is used by a law enforcement agency, that is specially trained for law enforcement work and that is under the control of a handler.