

Mr Antario Marciano Villett
Name
(Identity Number: 9612095178086)
("The Owner")

and

The Cape of Good Hope Society for the Prevention of Cruelty to Animals
("The SPCA")

RELEASE AGREEMENT

I, **Antario Marciano Villett**, identified by Identity Number **9612095178086**, hereby acknowledge and affirm that I am the lawful owner of the animal/s seized by the SPCA pursuant to the provisions of the Animals Protection Act 71 of 1962 (together with Regulation 468) on 11 July 2025 from 6 Egret Street in Westlake. The said animal/s are listed below and have since been admitted into the care of the SPCA under the respective Admission numbers:

Admin number	Species	Breed	Sex
A60542	Dog	Pitbull (Roxy)	Female
A60543	Dog	Pitbull (Rory)	Female
A60544	Dog	Pitbull (Red)	Male

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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1. Surrender of Ownership Rights

- a. The Owner hereby irrevocably surrenders, relinquishes, and transfers all ownership rights of the following animals to the Cape of Good Hope SPCA, and grants the SPCA full authority to deal with the animals in accordance with the SPCA Act 169 of 1993:

Admin number	Species	Breed	Sex
A60542	Dog	Pitbull (Roxy)	Female

- b. The Owner acknowledges and agrees that neither the SPCA nor its officers and employees shall incur any obligation to the Owner concerning the disposition of the said animals.

2. Conditions for Return of Animals

- a. The Owner acknowledges that the animals identified below will be returned to the Owner's care, subject to the following conditions:

Admin number	Species	Breed	Sex
A60543	Dog	Pitbull (Rory)	Female
A60544	Dog	Pitbull (Red)	Male

Return Conditions:

- i. The animal/s shall be sterilised by the SPCA prior to release.
- ii. The Owner shall ensure that the animal/s are kept in conditions compliant with the Animals Protection Act 71 of 1962, particularly Section 2 and its subsections, including but not limited to:

iii. Maintain the property in a clean and hygienic condition at all times by cleaning up all faeces and dirt at least once a day; and/or
iv. Provide nutritional food daily in sufficient amounts; and/or

v. Provide potable drinking water daily; and/or
vi. If one of the dogs gets sick, injured or presents any ailments, veterinary treatment must be provided without any delay.

- b. The Owner consents to the SPCA sterilising the animal/s due for release. I understand that sterilisation is a surgery to make my animal unable to produce offspring. I further confirm that I will not hold the SPCA or its officials liable for sterilising/neutering my animal and or any complications resulting thereof, and I authorise the use of anaesthetics and other medications, as deemed necessary by the attending veterinarian.
- c. The Owner consents to the SPCA microchipping the animal/s for identification purposes.
- d. An Inspector of the SPCA shall be granted permission to inspect the animals at the Owner's premises at any reasonable time to ensure their welfare and compliance with the Animals Protection Act 71 of 1962.
- e. That the owner shall not be afforded a second opportunity to ventilate this issue nor be entitled to any opportunity to negotiate the return of any animals should a second seizure become necessary, and shall, as a direct result thereof, be charged criminally in the instance that an inspection conducted reveals any deviation from the above conditions.

3. Costs Incurred by SPCA with Seizure of Animal/s

3.1. In terms of section 5 of Regulations 468, I am responsible for:

- a. The reasonable expenses incurred in connection with the seizure of my animal/s, which include:
 - i. Expenses incurred by the SPCA for any veterinary or medical treatment rendered to the animal/s; and

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- ii. Expenses incurred by the SPCA for the transportation of the animal/s from the point of seizure to the SPCA; and
 - iii. Expenses incurred by the SPCA for accommodating (housing, caring and feeding) the animal/s.
 - b. Paying these reasonable expenses, before the animal/s may be released to me, for such period up to and until the animal/s is/are released to me.
- 3.2. I undertake to pay to the SPCA the reasonable expenses pertaining to the said animal/s, as set out in paragraph 3.1. above, within 7 (seven) days of the date hereof.
- 3.3. Should I fail to settle these expenses in full within 7 days from the date of this claim, I forfeit the animal/s to the SPCA, for it to become the sole and beneficial owner thereof, and I consent to the SPCA disposing of the animal/s, as it deems fit, in order to recover these expenses, or part thereof (if any). If any funds are left, after such expenses have been defrayed from the proceeds of the sale of the animal/s, they are to be paid to me into an account nominated by me in writing for this purpose.
- 3.4. Neither the SPCA, nor any of its agents or employees, will, save for the obligation to make the payment to me (if any) in terms of paragraph 5.1, be held liable for any loss or damage that I may suffer as a result of the disposal of the animal/s necessitated by my failure to settle the expenses mentioned hereinbefore, in full, within 7 days from the date of signing this document.
- 3.5. If applicable, I will also be liable for the payment of a fine for contravening certain sections of the Animals Protection Act 71 of 1962. Such a fine will be issued in terms of Section 56 of the Criminal Procedures Act 51 of 1977, as prescribed by the Chief Magistrate of the district.

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4. Finality of SPCA's Decisions

The Owner acknowledges and agrees that should he/she fail to comply with anything provision in this agreement that any decision made by an officer of the SPCA regarding the welfare or disposition of the animal/s shall be final and binding.

5. Waiver of Rights

The Owner hereby waives any and all rights, claims, and demands against the SPCA arising out of or in connection with the ownership or custody of the animals so surrendered, subject to this agreement.

6. Costs Associated with the Enforcement of this Agreement

The Owner agrees to bear all costs incurred in connection with the enforcement of this agreement, including but not limited to legal fees and veterinary expenses.

7. Criminal Offences

The Owner understands that offences under the Animals Protection Act 71 of 1962 are criminal in nature. The SPCA reserves the right to prosecute or cause to be prosecuted any offence in relation to this contract, notwithstanding any other powers afforded to them by the Act. The Owner further understands that this matter may be referred to the criminal court should the Owner be suspected, on reasonable grounds, of having committed any offence in relation to the Act.

The parties have executed this agreement as of [15/07/2025] at [GRASSY PARK].

Owner's Signature: _____

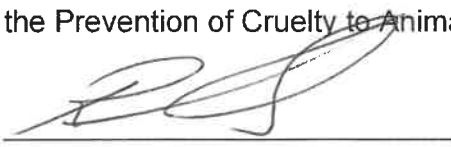
Printed Name: Antario Villett

Date: 15/07/2025

A.V.

For the Cape of Good Hope Society for the Prevention of Cruelty to Animals:

Authorized Representative's Signature:



Printed Name:

Insp. R. Davids

Date:

15/07/25

A.V



VAT NO. 4580103804

TAX INVOICE

Customer
Name Antario Marciano Villett
Address 6 Egret Street in Westlak
City Cape Town
Tel

Date 2025/07/15
Invoice No INSP210410
Cust order no
Cust VAT no

Admission Date	Discharge Date	No of Animals	Days billed	Description
2025/07/25	2025/07/26	2	0	Cat @ R 156.12 care and upkeep per day
			2	Dog @ R 156.12 care and upkeep per day
			0	Goat @ R 156.12 care and upkeep per day
			0	Sheep @ R 156.12 care and upkeep per day
			0	Cattle @ R 181.35 care and upkeep per day
			0	Equine @ R 181.35 care and upkeep per day
		1		Transportation from the seizure point to the SPCA
		2		Microchip @ R212.50 per unit

Unit Price	TOTAL
R 156,12	R -
R 156,12	R 312,24
R 156,12	R -
R 156,12	R -
R 181,35	R -
R 181,35	R -
R 682,61	R 682,61
R 212,50	R 425,00

SubTotal R 1 419,85

INCL VAT R 212,98

TOTAL R 1 632,83

Payment Details

☐ Cash
☐ Check
☐ Credit Card

Name
CC #
Expires

Bank Account Details:
Of Good Hope SPCA
Constantia
Branch code 025-309
Cape
Standard Bank
Account no. 071832858

Please note that the care and upkeep are charged on a daily basis. Additional days will be added to this invoice should the account not be settled in full by the date of issue.

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