



## EQUIPMENT LOAN AGREEMENT

The NYC Feral Cat Initiative, a program of the Mayor's Alliance for New York City's Animals ("NYCFCI"), lends humane animal traps and dividers and/or hard plastic pet carriers on the terms set forth below. This agreement supersedes and replaces any prior agreement that you have signed regarding the borrowing of trap(s) and dividers or carrier(s) (the "Equipment") from NYCFCI.

1. You may borrow Equipment from NYCFCI for up to a fourteen (14) day period for the sole purpose of participating in Trap-Neuter-Return ("TNR"), transporting animals to a veterinary hospital for services and/or other purposes associated with animal rescue activities.
2. To borrow the Equipment, you must schedule an appointment by contacting NYCFCI via email at [FCitraps.LIC@gmail.com](mailto:FCitraps.LIC@gmail.com) for the Queens trap bank or [sicatman@aol.com](mailto:sicatman@aol.com) for the Staten Island trap bank. Be sure to specify which trap bank you wish to borrow from.
3. You understand that you are responsible for picking up and returning the Equipment, or arranging for such pick up and return. When you pick up the Equipment, you must describe any damage to the Equipment at that time or you will be responsible for any damage not described. You understand that you must return the Equipment clean and in the same condition in which they were lent to you, subject to normal wear and tear during your use of the Equipment, which shall be determined by NYCFCI in its sole discretion, within fourteen (14) days from the date that such Equipment were borrowed.
4. There is no fee to borrow the Equipment, but you agree to make a deposit in the amount of \$60 per trap (standard or drop) with dividers, or \$30 per carrier each time that a trap and dividers and/or carrier is borrowed. The amount of your deposit shall be fully refunded to you upon the return of the Equipment unless you fail to abide by this agreement or the Equipment are lost, damaged, or stolen, in which case, NYCFCI will retain your deposit and apply it toward the cost of replacing the Equipment. A late fee of \$10 per day will be retained from your deposit for any trap, divider and/or carrier that is kept past the fourteen (14) day loan period, provided, that the late fee will not exceed \$60 for each trap, divider or carrier borrowed. The trap deposit can be cash or check. **CHECKS MUST BE MADE OUT TO MAYOR'S ALLIANCE FOR NYC'S ANIMALS.**
5. You acknowledge that the Equipment is the property of NYCFCI, and this agreement does not give or confer any right to ownership or interest in the Equipment, other than the right to temporarily use and hold the same.
6. You, for yourself, you heirs, executors, successors, shareholders, members, managers, directors, officers, employees, legal representatives and assigns, as applicable, (the "Releasing Parties"), hereby release, discharge and agree to hold harmless NYCFCI, its past, present and future representatives, officers, directors, agents, employees, successors and assigns (the "Released Parties"), from and against any and all liability related to the loan of the Equipment, including, but not limited to, all actions, causes of action, suits, covenants, claims, and demands whatsoever for anything and for any reason, in law or equity, which any Releasing Party had, now has or in the future can, shall or may have against any

Released Party, for, upon, or by reason of any matter, cause or thing whatsoever in connection with and/or arising from your use or the loan of the Equipment. You understand that the Released Parties shall not bear any responsibility for your misuse of the Equipment.

7. NYCFCI makes no representations and/or warranties as to the Equipment, and you take the Equipment “as is.”

8. This Agreement shall be binding upon you and the other Releasing Parties.

**I hereby warrant that I have taken a TNR workshop and am currently TNR certified, have the right to enter into this agreement, am over eighteen (18) years of age, and fully understand the contents of this agreement. I am aware that this is a waiver and release of liability and an enforceable legal document between myself and the NYCFCI, and I sign of my own free will. This Agreement shall be binding upon me and my heirs, executors, successors, assigns or other legal representatives.**

ACKNOWLEDGED AND AGREED TO:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Organization (if borrowing as an authorized representative):

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number(s): \_\_\_\_\_

Email address: \_\_\_\_\_

# How to Clean & Disinfect Trapping Equipment

1. Scrub food, paper, urine & feces from traps and dividers. EVERY BIT OF ORGANIC MATTER MUST BE REMOVED OTHERWISE BLEACH IS NOT EFFECTIVE.
2. Disinfect with 1:10 bleach/water solution
  - a. New alternatives: Accel (5 min.) or germicidal bleach (10 min. in a 1:10 solution with water)
3. Leave on traps for 10 minutes, then rinse

**NOTES:**

*Never mix or spray cleaning products near cats!*

*A trash can may be used as a washtub (see photo)*

