

# Feral Feline Project

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## AGREEMENT TO BORROW RESCUE EQUIPMENT

This agreement is entered into between \_\_\_\_\_ residing at \_\_\_\_\_ (“you”) and Feral Feline Project (“Charity”), a non-profit organization with an address at P.O. Box 1, IL 60090. In consideration of the mutual promises in this Agreement, and other good and valuable consideration, Charity and you agree, intending to be legally bound by this Agreement, as follows:

1. **The Equipment.** Charity owns the following items (the “Equipment”). The Cost to Replace the Equipment and the Security Deposit for the Equipment are as follows:

Qty	Type	Size/Color	ID/No(s).	Cost to Replace	Deposit
	Tru-Catch Trap(s)	30 LTD		\$ 55/each	\$55 per trap
	Cage(s)				\$
	Carrier(s)				\$
	Other Item(s)				\$
Total Deposit					\$

2. **DUE DATE FOR EQUIPMENT.** The equipment listed above is due back to Feral Feline Project no later than 2 weeks past issuance date. Failure to return the equipment by this date will result in FINES as described in Paragraph 3 below. If you are unable to return the equipment by this date, you must call Feral Feline Project at (847) 800-0095 before your due date to avoid the fines specified in Paragraph 3 below. If demand is high, you may have to return your trap before the 2 week date.
3. **FINES FOR LATE RETURN.** In order for Feral Feline Project to provide assistance to as many people as possible, it is *imperative* that all equipment be returned by the due date specified in Paragraph 2 above. Failure to do so will result in the following fines, imposed beginning the day following the due date and charged **per day** for each day until the equipment is returned or retrieved by Feral Feline Project:
  - \$1 per day for each trap listed in Paragraph 1 above.
  - \$5 per day for each cage listed in Paragraph 1 above.
  - \$1 per day for each carrier listed in Paragraph 1 above.
  - \$5 per phone call made by Feral Feline Project to remind you to return equipment.

- \$20 retrieval fee if Feral Feline Project must retrieve the equipment from you.
4. **Equipment Loan.** We are providing the Equipment to you until the due date shown in Paragraph 2 above. You agree to promptly return the Equipment and deliver it to the Feral Feline Project whenever we request it, or on your due date, whichever is sooner. You may not give or transfer the Equipment to anyone other than to us and temporarily to the veterinarian treating the animal. **The Equipment may only be used for cats being put through Feral Feline Project program.**
  
  5. **Safekeeping.** You will keep the equipment in a safe place and use reasonable care in operating and safeguarding it. You will not be financially responsible for ordinary wear and tear on the Equipment, nor for the cost of repairs and maintenance due to ordinary wear and tear. Damage or deterioration from prolonged exposure to rain or snow is not ordinary wear and tear. If you lose the Equipment, refuse to return it, it is stolen, or it is damaged beyond ordinary wear and tear as a result of your negligence or misconduct, you will promptly pay us the Cost to Replace the Equipment.
  
  6. **Security Deposit.** At the time you borrow the Equipment, you will pay the Security Deposit for the Equipment as specified in Paragraph 1 above. The deposit will be refunded when you return the Equipment in accordance with Paragraph 2 above. Any late fines due by you will be deducted from your deposit amount. Return of equipment by your due date will ensure a complete refund of your deposit amount.
  
  7. **No Unattended Traps and Cages.** You will not leave humane traps or cages unattended outdoors, in order to protect the animals and the Equipment. You will never leave traps set overnight.
  
  8. **No Liability.** We are not liable for any bodily injury, property damage, injury to any animals, injury caused by any animals, or any other losses or damages whatsoever, in connection with the use of the Equipment.
  
  9. **Entire Agreement; Modification; Binding Effect.** This Agreement is the entire agreement between you and us, and supersedes any prior understandings between you and us with respect to the subject matter. No modification of this Agreement will be valid unless in writing duly signed by you and us. This Agreement is binding on your and our successors, assigns, heirs, executors, and personal representatives.

Charity

\_\_\_\_\_

Borrower

\_\_\_\_\_

Print Name

\_\_\_\_\_

Sign Name

\_\_\_\_\_

Phone Number