



EQUIPMENT LOAN AGREEMENT

In furtherance of its goal of ending animal homelessness in NYC, Animal Care Centers of NYC ("ACC") loans humane animal traps (the "Equipment") on the terms set forth below. This agreement supersedes and replaces any prior agreement, whether written or oral, regarding the borrowing of Equipment from ACC.

Before you may borrow Equipment, you must initial each page, sign, and return this agreement in its entirety to ACC. Completed agreements may be sent via email to CommunityCats@nycacc.org or if via mail or personal delivery to:

Attn: Community Cat Program
Brooklyn Animal Care Center
2336 Linden Boulevard
Brooklyn, NY 11208

1. You may borrow Equipment from ACC for up to a 14-day period (unless otherwise specified in writing by ACC). You will use the Equipment for the sole purpose of participating in trap-neuter-return ("TNR") and nothing else, including, without limitation, trapping wildlife. Nothing herein obligates ACC to loan you Equipment and it will do so in its sole discretion.
2. To borrow the Equipment, you must first contact ACC via email at CommunityCats@nycacc.org to determine availability and arrange a pick-up time.
3. You understand that you are responsible for picking up and returning Equipment. 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 Equipment in the same condition in which it was loaned to you, subject to normal wear and tear during your use of the Equipment which shall be determined by ACC in its sole discretion, within 14 days from the date that such Equipment was borrowed.
4. There is no fee to borrow the Equipment, but you agree to make a deposit in the amount of \$65 each time Equipment is borrowed. The amount of your deposit will be fully refunded to you upon the return of the Equipment unless you fail to abide by this agreement or the Equipment is lost, damaged, or stolen, in which case, ACC will retain your deposit and apply it toward the cost of replacing the Equipment.
5. A late fee of \$5.00 per day that the ACC trap bank is available will be retained from your deposit for any Equipment that is kept past the agreed-upon loan period, provided, that the late fee will not exceed \$65 for each piece of Equipment borrowed.
6. You acknowledge that the Equipment is the property of ACC, 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.
7. You, for yourself, your 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 ACC, its past, present and future representatives, officers, directors, agents, and employees (the "**Released Parties**"), from and against any and all liability related

Initials: _____



to your use of or 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.

8. To the fullest extent permitted by applicable law, each Releasing Party shall indemnify, defend, save and hold harmless each Released Party from and against any and all losses of any nature whatsoever that arise out of your performance of this agreement or your possession and use of the Equipment.
9. ACC makes no representations and/or warranties, express or implied, including, but not limited, warranties of merchantability, noninfringement and fitness for a particular purpose, as to Equipment, and you take the Equipment "as is."
10. This Agreement shall be binding upon you and the other Releasing Parties.
11. I HEREBY WARRANT THAT I (A) HAVE TAKEN A TNR WORKSHOP AND AM CURRENTLY TNR CERTIFIED, OR HAVE COMPLETED ANOTHER FORM OF TNR TRAINING AND RECEIVED APPROVAL FROM ACC'S COMMUNITY CAT PROGRAM, (B) HAVE THE RIGHT TO ENTER INTO THIS AGREEMENT, (C) AM OVER 18 YEARS OF AGE, (D) HAVE READ THIS AGREEMENT CAREFULLY PRIOR TO ITS EXECUTION, (D) FULLY UNDERSTAND THE CONTENTS OF THIS AGREEMENT, (D) REALIZE THIS AGREEMENT IS A WAIVER AND RELEASE OF LIABILITY AND AN ENFORCEABLE LEGAL DOCUMENT BETWEEN MYSELF AND ACC, AND (E) VOLUNTARILY SIGN THIS AGREEMENT OF MY OWN FREE WILL.

Signature: _____

Printed Name: _____

Date: _____

Initials: _____